



REGULAR MEETING OF THE MILPITAS CITY COUNCIL

AGENDA

TUESDAY, AUGUST 16, 2022

CITY COUNCIL CHAMBERS, 455 E CALAVERAS BLVD, MILPITAS, CA

7:00 PM (PUBLIC BUSINESS)

For assistance in the following languages, you may call:

Đối với Việt Nam, gọi 408-586-2400

Para sa Tagalog, tumawag sa 408-586-3051

Para español, llame 408-586-3072

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. To register you will need to provide an email address (not disclosed) and a name. To minimize technical difficulties, please make sure that you have the latest version of the Zoom Application. Below is the link to register for this meeting only:

https://ci-milpitas-ca-gov.zoom.us/webinar/register/WN_QeFytPA7TIKsHlob5AzmyQ

After you register 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 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 Acting City Clerk (7:00 PM)

PLEDGE OF ALLEGIANCE

INVOCATION (Councilmember Phan)

PRESENTATIONS (7:05 PM)

- Women's Equality Day (Proclamation)
- Milpitas North Valley PAL 12U All Stars
- Tony Ndah Commendation and Key to the City

PUBLIC FORUM (7:15 PM)

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@milpitas.gov by 12:00 p.m. on the day of the meeting. No presentations will be accepted in person in the Council Chambers.

ANNOUNCEMENTS AND FUTURE AGENDA ITEMS (7:20 PM)

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

ANNOUNCEMENT OF CONFLICT OF INTEREST AND CAMPAIGN CONTRIBUTIONS

READING OF THE CITY COUNCIL CODE OF CONDUCT

APPROVAL OF AGENDA

CONSENT CALENDAR (7:30 PM)

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

- C1.** Receive City Council Calendars of Meetings for August and September 2022 (Staff Contact: Suzanne Guzzetta, Acting City Clerk, 408-586-3003)

Recommendation: Receive City Council Calendars of Meetings for August and September 2022.

- C2.** Approve City Council Special Meeting minutes of August 9, 2022 (Staff Contact: Suzanne Guzzetta, Acting City Clerk, 408-586-3001)

Recommendation: Approve City Council Special Meeting minutes of August 9, 2022.

- C3.** Receive the Preview List of Anticipated Items for the Next Regular City Council Meeting (Staff Contact: Suzanne Guzzetta, Acting City Clerk, 408-586-3001)

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

C4. Receive an Update on the Emergency Replacement of Two (2) Boilers and Install of a Temporary Heating System for the Public Works, Information Technology, and Police Department Building and Determine that the Condition Continues to Constitute an Emergency (Staff Contact: Tony Ndah, Public Works Director, 408-586-2602)

Recommendation: Receive an update on the emergency replacement of two boilers and the installation of a temporary heating system for the Public Works, Police and Information Technology Department buildings; and (2) Determine by a four-fifths vote that the condition continues to constitute an emergency.

C5. Waive the Second Reading and Adopt Ordinance No. 38.846 Amending Sections of Chapter 10, Title XI of the Milpitas Municipal Code Relating to Non-Residential Building Heights in Certain Zoning Districts (Staff Contact: Ned Thomas, Planning Director, 408-586-3273)

Recommendation: Move to waive the second reading and adopt Ordinance No. 38.846 amending sections of Chapter 10 of Title XI of the Milpitas Municipal Code relating to maximum building heights in certain zoning districts

C6. Waive the Second Reading and Adopt Ordinance No. 38.847 Amending Sections of Chapter 10, Title XI (Zoning) and Sections of Chapter 213, Title V (Noise Abatement) of the Milpitas Municipal Code Relating to Outdoor Music as an Accessory Use to Bars and Restaurants and Aligning the Review and Permitting Requirements for Special Events with the City's Current Fee Schedule (Staff Contact: Ned Thomas, Planning Director, 408-586-3273)

Recommendation: Move to waive the second reading and adopt Ordinance No. 38.847 amending Sections of Chapter 10, Title XI (Zoning) and sections of Chapter 213, Title V (Noise Abatement) of the Milpitas Municipal Code relating to outdoor music as an accessory use to bars and restaurants and aligning the review and permitting requirements for special events with the City's current fee schedule.

C7. Approve Report of Actions Taken by the City Manager During the City Council Summer Recess from June 21 through August 9, 2022 (Staff Contact: Ashwini Kantak, Assistant City Manager, 408-586-3056)

Recommendation: Approve report of actions taken by the City Manager during the City Council Summer Recess from June 21 through August 9, 2022.

C8. Authorize and Approve Travel to Long Beach, CA for City Manager Steve McHarris to Attend the Annual Conference of the League of California Cities to be held September 7 – 9, 2022; and Appoint City Manager Steve McHarris as the City's voting delegate for the 2022 Annual Conference. (Staff contact: Ashwini Kantak, Assistant City Manager, 408-586-3053)

Recommendation: (1) Authorize and approve travel to Long Beach, CA for City Manager Steve McHarris to attend the Annual Conference of the League of California Cities held September 7 – 9, 2022, for an estimated not-to-exceed amount of \$2,000 budgeted under Conferences/Trainings allocation for the City Manager's Office; and (2) Appoint City Manager Steve McHarris as the City's voting delegate for the 2022 Annual Conference.

C9. Adopt a Resolution Approving the City of Milpitas Investment Policy for Fiscal Year 2022-23 (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 2022-23.

- C10. Approve Updates to the Commissioner Handbook, Commission Bylaws, and the Bylaw Addendums for the Economic Development and Trade Commission, the Science, Technology and Innovation Commission, and the Youth Advisory Commission (Staff Contact: Suzanne Guzzetta, Acting City Clerk, 408-586-3001)**

Recommendation: Approve updates to the Commissioner Handbook, Commission Bylaws, and the Bylaw Addendums for the Economic Development and Trade Commission, the Science, Technology and Innovation Commission, and the Youth Advisory Commission.

- C11. Receive and Review the FY 2021-22 Annual Report of Sole Source Contracts (Staff Contact: Lauren Lai, Finance Director, 408-586-3111)**

Recommendation: Receive and review the FY 2021-22 Annual Report of Sole Source Contracts.

PUBLIC HEARINGS (7:35 PM)

Members of the public may be allotted up to three (3) minutes or less at the Mayor's discretion, to comment on any public hearing item. Applicants/Appellants and their representatives may be allotted up to a total of ten (10) minutes for opening statements and up to a total of five (5) minutes maximum for closing statements. Items requested/recommended for continuance are subject to Council's consent at the meeting.

- 12. Conduct a Public Hearing and Approve the 2022 Report on Compliance with Public Health Goals for Drinking Water (Staff Contact: Tony Ndah, Public Works Director, 408-586-2602)**

Recommendation: (1) Open the public hearing to receive public comments and then move to close the public hearing; and (2) Accept and approve the 2022 Report on Compliance with Public Health Goals for Drinking Water in accordance with provisions of the California Health and Safety Code.

COMMUNITY DEVELOPMENT (8:00 PM)

- 13. Economic Development and American Rescue Plan Act Economic Vitality Investment Framework Update (Staff Contact: Alex Andrade, Director of Economic Development, 408-586-3046)**

Recommendation: Receive Economic Development and American Rescue Plan Act (ARPA) Economic Vitality Investment Framework Update.

- 14. Receive Progress Report on the Work Completed from Raimi and Associates and City Staff on the Milpitas Residential and Mixed-Use Objective Design Standards, Discuss Project Objectives and Priorities, and Provide Feedback on the Public Draft (Staff Contact: Ned Thomas, Planning Director, 408-586-3273 and Jay Lee, Principal Planner, 408-586-3077)**

Recommendation: Receive progress report on the work completed from Raimi and Associates and City staff on the Milpitas Residential and Mixed-Use Objective Design Standards, discuss project objectives and priorities, and provide direction on the Public Draft.

- 15. Receive a Report on the Homekey Project at 1000 Hillview Court (Staff Contact: Ashwini Kantak, Assistant City Manager, 408-586-3056)**

Recommendation: Receive a Report on the Homekey Project at 1000 Hillview Court.

COMMUNITY SERVICES AND SUSTAINABLE INFRASTRUCTURE (10:00 PM)

16. Discuss the Formation of a City Council Ad Hoc Naming Subcommittee and Appoint the Subcommittee Members (Staff Contact: Renee Lorentzen, Director of Recreation and Community Services, 408-586-3409)

Recommendation: Discuss the formation of a City Council Ad Hoc Naming Subcommittee and Appointment the Subcommittee members.

LEADERSHIP AND SUPPORT SERVICES (10:30 PM)

17. Review the List of Agenda Item Requests From Individual Councilmembers and Provide Direction to Staff, Through the Prioritization Process, on Groups 1 Items; Provide Additional Clarification to Staff, If Any, on Group 2 Items and Direct staff to return with a draft City Council Policy titled “City Council Request Prioritization Policy” formalizing the process (Staff Contact: Ashwini Kantak, Assistant City Manager, 408-586-3053; Walter C. Rossmann, Deputy City Manager, 408-586-3012)

Recommendation: (1) Review list of agenda item requests from individual Councilmembers and provide direction to staff, through the prioritization process, on which Group 1 items should be advanced; (2) Provide additional input to staff, if any, on Group 1 items that received Council direction to advance and all Group 2 items; and (3) Direct staff to return with a draft City Council Policy titled “City Council Request Prioritization Policy”.

ADJOURNMENT (11:00 PM)

KNOW YOUR RIGHTS UNDER THE OPEN GOVERNMENT ORDINANCE

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

APPLY TO SERVE ON A CITY COMMISSION

Commission application forms are available online at www.milpitas.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's Office at 408-586-3001 or send an e-mail to CityClerk@milpitas.gov prior to the meeting. You may request a larger font agenda.

July 2022						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

MILPITAS CITY COUNCIL CALENDAR

August 2022

September						
S	M	T	W	Th	F	S
						1
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Item # C1.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 7:00 PM Parks, Recreation & Cultural Resources Commission (CM)	2 NATIONAL NIGHT OUT EVENT	3 2:00 PM -Santa Clara VTA Monthly Briefing - Northeast Group (CM) 5:30 PM -Veterans Commission (RT) 7:00 PM -Community Advisory Commission (EC)	4 5:30 PM -Milpitas Chamber of Commerce Board (EC) 5:30 PM -Santa Clara VTA Board of Directors (CM)	5	6
7	8 4:30 PM Economic Development and Trade Commission (KD)	9 4:00 PM -Milpitas HOPE Suicide Prevention Task Force 6:00 PM -Special City Council	10 7:00 PM -Silicon Valley Clean Energy Board of Directors (EC) 7:00 PM -Planning Commission	11 4:00 PM -Treatment Plant Advisory Committee (CM) 4:00 PM -Santa Clara VTA Policy Advisory Committee (AP) 4:00 PM -Special Transportation Subcommittee (RT/CM) 6:00 PM -Cities Assoc of SCC Legislative Action Comm (CM) 7:00 PM -Youth Advisory Commission (EC) 7:00 PM -Cities Assoc of SCC Board of Directors (CM)	12 *4:30 PM -City Council Finance Subcommittee (RT/CM)	13
14	15 7:00 PM -In person Flag Raising Event: India Independence Day at Cesar Chavez Plaza 7:00 PM -Science, Technology, and Innovation Commission (RT)	16 7:00 PM -City Council	17 6:00 PM -Energy and Environmental Sustainability Commission (EC)	18 10:00 AM -VTA Congestion Mgmt Prog Plang Committee (CM) 6:30 PM -BAWSCA Board of Directors (CM)	19	20 10:00 AM -Phantom Art Gallery Reception
21	22	23 1:30 PM -Senior Advisory Commission (EC)	24 5:30 PM -Cities Assoc. of SCC - Recycling and Waste Reduction Commission (AP) 7:00 PM -Planning Commission	25 1:30 PM -Santa Clara County Emergency Operational Area Council (CM)	26 4:00 PM -City/School Collaborative Subcom (RT/CM)	27
28	29	30	31 2:00 PM -Santa Clara VTA Monthly Briefing - Northeast Group (CM) 6:00 PM -Special Planning Commission-Housing Element			

**Finance Subcommittee will only meet as needed*

August 2022						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

October 2022						
S	M	T	W	Th	F	S
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

MILPITAS CITY COUNCIL CALENDAR

September 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 5:30 PM -Santa Clara VTA Board of Directors (CM) 5:30 PM -Milpitas Chamber of Commerce Board (EC)	2	3
4	5 CITY HOLIDAY City Hall Closed 	6 ?:00 PM -Closed Session 7:00 PM -City Council	7 League of CA Cities Annual Conference and Expo, Long Beach CA: City Manager McHarris	8	9	10
			2:00 PM -Santa Clara VTA Monthly Briefing - Northeast Group (CM) 7:00 PM -Community Advisory Commission (EC)	4:00 PM -Santa Clara VTA Policy Advisory Committee (AP) 4:00 PM -Treatment Plant Advisory Committee (CM) 7:00 PM -Cities Assoc of SCC (CM) 7:00 PM -Youth Advisory Commission (EC)	7:00 PM -Lantern Festival	
11	12 4:30 PM -Economic Development and Trade Commission (KD) 7:00 PM -Parks, Recreation & Cultural Resources Commission (CM)	13 4:00 PM -Milpitas HOPE Suicide Prevention Task Force TIME TBD : Community Workshop #3 for the Draft Housing Element	14 7:00 PM -Planning Commission 7:00 PM -Silicon Valley Clean Energy Board of Directors (EC)	15 10:00 AM -VTA Congestion Mgmt Prog Plng Comm. (CM) 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)	16 9:00 AM -Special VTA Board Workshop (CM) *4:30 PM -City Council Finance Subcommittee (RT/CM)	17
18	19 7:00 PM -Science, Technology, and Innovation Commission (RT) 7:00 PM -Library and Education Commission (EC)	20 ?:00 PM -Closed Session 7:00 PM -City Council	21 6:00 PM -Energy and Environmental Sustainability Commission (EC)	22 4:00 PM -Silicon Valley Regional Interoperability Authority (SVRIA) (KD)	23 4:00 PM -City/School Collaborative Subcommittee-City Hosting (RT/CM)	24
25	26 7:00 PM -Arts Commission (RT)	27 5:30 PM -Special Council Meeting (tent.)	28 7:00 PM -Planning Commission	29	30	

**Finance Subcommittee will meet only as needed*



SPECIAL MEETING OF THE MILPITAS CITY COUNCIL

MINUTES

TUESDAY, AUGUST 9, 2022

CITY COUNCIL CHAMBERS, 455 E CALAVERAS BLVD, MILPITAS, CA

6:00 PM

The City Council of the City of Milpitas convened for a Special City Council meeting on August 9, 2022 in the City Council Chamber at City Hall, 455 E. Calaveras Blvd., Milpitas, and via teleconference/Zoom webinar.

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

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

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

ABSENT: None

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Tran.

INVOCATION

Councilmember Phan provided the invocation.

PRESENTATIONS

Mayor Tran presented a proclamation recognizing August 2022 as American Muslim Appreciation Month.

PUBLIC FORUM

There following people spoke under Public Forum:

- Voltaire Montemayor.

ANNOUNCEMENTS AND FUTURE AGENDA ITEMS

Mayor Tran asked for the following:

1. A review of the Milpitas Chamber of Commerce previously approved request for funding including a financial report dating back 12 months and the workplan for the Art & Wine Festival. He also asked the City to pause any disbursement of funds to the Chamber of Commerce until the review is completed.
2. Memory bench at Sunny Hills Park for one of the founders, Dave Vohlberg, and to explore other historical plaques or benches to remember our history and suggested the Arts Commission explore fundraising opportunities for the project.

Councilmember Dominguez asked that staff bring back the plan for the use of State funding for bike lanes and homelessness issues and share with the public and Council. Would like a clear understanding of what we've spent and what will be funded. Staff to bring presentation forward to understand how funds are being used to

maximize taxpayer dollars. City Manager McHarris indicated this item was returning to City Council next month.

Councilmember Chua asked the City Manager to look into implementing a workshop for small businesses on the bidding process for projects in the city.

Councilmember Phan acknowledged and congratulated the Planning Department on winning two awards through the American Planning Association for their work on the 2040 General Plan and the Development Review Handbook.

Vice Mayor Montano announced that she attended the Kiwanis sponsored Annual Shopping Spree Event for disadvantaged families, offered comments on the new ambulance, and remarked on the progress of the new fire station. She asked Planning Department staff ensure small businesses understand ADA compliance requirements.

ANNOUNCEMENT OF CONFLICT OF INTEREST AND CAMPAIGN CONTRIBUTIONS

City Attorney Mutalipassi 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 Mutalipassi 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

Mayor Tran read the Code of Conduct.

APPROVAL OF AGENDA

Motion: to approve the August 9, 2022, Special Meeting Agenda.

Motion/Second: Vice Mayor Montano / Mayor Tran

Motion carried by the following:

AYES: Councilmembers Chua, Dominguez, Phan, Vice Mayor Montano, Mayor Tran

NOES: None

CONSENT CALENDAR

Motion: to approve the Consent Calendar.

Motion/Second: Mayor Tran / Vice Mayor Montano

Motion carried by the following:

AYES: Councilmembers Chua, Dominguez, Phan, Vice Mayor Montano, Mayor Tran

NOES: None

C1. Receive City Council Calendar of Meetings for August 2022 (Staff Contact: Suzanne Guzzetta, Acting City Clerk, 408-586-3001)

Received City Council Calendar of Meetings for August 2022.

C2. Approve City Council Special Meeting minutes of June 14, 2022, Regular Meeting minutes of June 21, 2022, Special Meeting minutes of July 7, 2022, and Special Meeting minutes of July 11, 2022 (Staff Contact: Suzanne Guzzetta, Acting City Clerk, 408-586-3001)

Approved City Council Special Meeting minutes of June 14, 2022, Regular Meeting minutes of June 21, 2022, Special Meeting minutes of July 7, 2022, and Special Meeting minutes of July 11, 2022.

C3. Receive the Preview List of Anticipated Items for the Next Regular City Council Meeting (Staff Contact: Suzanne Guzzetta, Acting City Clerk, 408-586-3001)

Received the list of anticipated agenda items for the next regular City Council meeting.

C4. Receive and Review the List of Agenda Items Requested by City Councilmembers (Contact: Suzanne Guzzetta, Acting City Clerk, 408-586-3001)

Reviewed the list of items that have been requested by City Councilmembers and provided direction to staff as necessary.

C5. Receive an Update on the Emergency Replacement of Two (2) Boilers and Install of a Temporary Heating System for the Public Works, Information Technology, and Police Department Building and Determine that the Condition Continues to Constitute an Emergency (Staff Contact: Tony Ndah, Public Works Director, 408-586-2602)

Received an update on the emergency replacement of two boilers and the installation of a temporary heating system for the Public Works, Police and Information Technology Department buildings; and (2) Determined by a four-fifths vote that the condition continues to constitute an emergency.

C6. Adopt a Resolution Granting Acceptance of Public Improvements and Approve Reduction of Faithful Performance Bond for Public Improvements for the Anton Ascend (730) and Anton Aspire (750) Residential Projects and Granting Authorization to the Engineering Director/City Engineer to Release the Performance Bond after the One-year Warranty Period. (Staff Contact: Steve Erickson, Director of Engineering/City Engineer, 408-586-3301)

Adopted **Resolution No. 9179** granting acceptance of public improvements for the Anton Ascend and Anton Aspire Residential Projects as shown on Public Improvement Plans No. 2-1228 and 2-1229; and approved a reduction in the performance bonds for the Projects, subject to the one-year warranty period and reduction of the faithful performance bonds to \$82,000.00 and \$69,500.00 respectively which shall be in effect for the duration of the warranty period; and granted authorization to the Engineering Director/City Engineer to release the performance bonds after the one-year warranty period, without further City Council action provided all required warranty work is completed to the satisfaction of the Engineering Director/City Engineer.

C7. Adopt a Resolution Granting Acceptance of Public Improvements and Approve Reduction of Faithful Performance Bond for Public Improvements for the Centre Pointe – Summerhill Phase 1A Residential Project and Granting Authorization to the Engineering Director/City Engineer to Release the Performance Bond after the One-Year Warranty Period; (Staff Contact: Steve Erickson, Director of Engineering/City Engineer, 408-586-3301)

Adopted **Resolution No. 9180** granting acceptance of the completed public improvements for the Centre Pointe – Summerhill Phase 1A Residential Project as shown on Public Improvement Plans No. 2-1221; and approved a reduction in the faithful performance bond to \$166,100.00, which is 10% of the security's original value which shall be in effect for the duration of the warranty period; and granted authorization to the Engineering Director/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 Engineering Director/City Engineer.

C8. Approve Budget Appropriation of \$103,602.00 in Fiscal Year 2022/2023 California Transportation Development Act Article 3 (TDA-3) Funding for use in City Capital Improvement Program Project

No. 4283 American Disability Act (ADA) Curb Ramp Transition Program (Staff Contact: Steve Chan, Transportation and Traffic Manager, 408-586-3324)

Approved budget appropriation of \$103,602.00 in Fiscal Year 2022/2023 California Transportation Development Act Article 3 (TDA-3) Funding for use in City Capital Improvement Program Project No. 4283 American Disability Act (ADA) Curb Ramp Transition Program

- C9. Approve and Authorize the City Manager to Execute a Stormwater Management Facilities Operation and Maintenance Agreement for S&B Milpitas, LLC for the Lantana at 720 Montague Expressway. (Staff Contact: Steve Erickson, Director of Engineering/City Engineer, 408-586-3301)**

Approved and authorized the City Manager to execute a Stormwater Management Facilities Operation and Maintenance Agreement for S&B Milpitas, LLC for Lantana at 720 Montague Expressway.

- C10. Consider Recommendations from Mayor Tran for Appointments to City Commissions (Staff Contact: Suzanne Guzzetta, Acting City Clerk, 408-586-3001)**

Received Mayor Tran's recommendations and approve the appointments to City Commissions.

- C11. Accept Commissioner Resignations (Staff Contact: Suzanne Guzzetta, Acting City Clerk, 408-586-3001)**

Accepted the resignations of Aileen Zhong from the Community Advisory Commission and Cecelia Hutnick from the Arts Commission; and direct the Acting City Clerk to post the notice of unscheduled vacancies.

- C12. Reconfirm Findings and Determinations Under Resolution No. 9165 and Assembly Bill 361 for the Continuation of Virtual Meetings of the City Council and Legislative Bodies (Staff Contact: Michael Mutalipassi, City Attorney, 408-586-3040)**

Moved to reconfirm findings and determinations under Resolution No. 9165 and Assembly Bill 361 for the continuation of virtual meetings of the City Council and Legislative Bodies.

Mayor Tran called a recess at 6:36 PM. The City Council reconvened at 7:08 PM

PUBLIC HEARING

- 13. 2022 Weed Abatement Assessment Public Hearing and Adopt a Resolution to Confirm the Assessment Report (Staff Contact: Arthur Belton, Deputy Fire Chief / Fire Marshal, 408-586-3384)**

Deputy Fire Chief / Fire Marshal Belton presented the report.

Mayor Tran opened the public hearing

There were the following speakers:

- Voltaire Montemayor

Mayor Tran closed the public hearing.

Motion: to adopt **Resolution No. 9181** confirming the 2022 Weed Abatement Assessment Report and the Assessment List to be entered into the Tax Assessment Rolls.

Motion/Second: Mayor Tran/Vice Mayor Montano

Motion carried by the following:

AYES: Councilmembers Chua, Dominguez, Phan, Vice Mayor Montano, Mayor Tran

NOES: None

14. Adopt a Resolution Certifying Election Results and Adding the Property Located at 150 Market Street into Community Facilities District No. 2008-1 (Annexation No. 23) (Staff Contact: Steve Erickson, Director of Engineering/City Engineer, 408-586-3301)

Principal Engineer Alonzo presented the report.

Mayor Tran opened the public hearing

There were the following speakers:

- Voltaire Montemayor

Mayor Tran closed the public hearing.

Motion: receive election results from the Acting City Clerk and adopt **Resolution No. 9182** certifying the election results and adding the property located at 150 Market Street into Community Facilities District No. 2008-1 (Annexation No. 23).

Motion/Second: Mayor Tran / Councilmember Chua

Motion carried by the following:

AYES: Councilmembers Chua, Dominguez, Phan, Vice Mayor Montano, Mayor Tran

NOES: None

15. Conduct a Public Hearing, Adopt a Resolution to Adopt the Climate Action Plan Update and the Addendum to the General Plan Environmental Impact Report and Approve a related Budget Amendment (Staff Contact: Elaine Marshall, Deputy Public Works Director, 408-586-2603)

Public Works Deputy Director Marshall presented the report. Ascent Environmental Consultant Hannah Kornfeld responded to questions from the City Council. Marshall clarified it should be CIP #3453

Mayor Tran opened the public hearing

There were the following speakers:

- Patricia Sexton
- Sukhad Mutatkar and Satvika Iyer
- Voltaire Montemayor
- Dashiell Leeds
- Felix Mbuga
- Robert Means

Mayor Tran closed the public hearing.

Deputy Public Works Director Marshall responded to questions from the City Council.

Motion: to adopt **Resolution No. 9183** adopting the Climate Action Plan Update and the Addendum to the Milpitas General Plan 2040 EIR for the Milpitas Climate Action Plan Update and approve a Budget Appropriation in the amount of \$150,000 to CIP #3416 for near term implementation of the Climate Action Plan Update.

Motion/Second: Mayor Tran / Councilmember Chua

Mayor Tran amended the motion: to adopt **Resolution No. 9183** adopting the Climate Action Plan Update and the Addendum to the Milpitas General Plan 2040 EIR for the Milpitas Climate Action Plan Update and approve a Budget Appropriation in the amount of \$150,000 to CIP #3453 for near term implementation of the Climate Action Plan Update. Councilmember Chua accepted the amendment.

Motion carried by the following:

AYES: Councilmembers Chua, Dominguez, Phan, Vice Mayor Montano, Mayor Tran

NOES: None

16. Conduct a Public Hearing and Adopt the Milpitas Water, Sewer, and Storm Master Plans and Addendum to the Environmental Impact Report for the Milpitas General Plan (Staff Contact: Tony Ndah, Public Works Director, 408-586-2602)

Public Works Director Ndah presented the report.

Mayor Tran opened the public hearing

There were the following speakers:

- Voltaire Montemayor
- Sukhad Mutatkar and Satvika Iyer

Mayor Tran closed the public hearing.

Public Works Director Ndah responded to questions from the City Council

After discussion, motion: to approve **Resolution No. 9184** to adopt Water Master Plan and directed staff to return with a five-year rate study by December 2022; to approve **Resolution No. 9185** to adopt Sewer Master Plan and directed staff to return with a five-year rate study by December 2022; to approve **Resolution No. 9186** to adopt Storm Master Plan and directed staff to return to Council with various funding options for the Stormwater System by December 2022; and to approve **Resolution No. 9187** to adopt the City of Milpitas Utility Master Plans – Addendum to the Environmental Impact Report for the Milpitas General Plan.

Motion/Second: Mayor Tran / Councilmember Chua

Motion carried by the following:

AYES: Councilmembers Chua, Dominguez, Phan, Vice Mayor Montano, Mayor Tran

NOES: None

17. Conduct a Public Hearing and Introduce an Ordinance Amending Sections of Chapter 10, Title XI of the Milpitas Municipal Code Relating to Non-Residential Building Heights (Staff Contact: Ned Thomas, Planning Director, 408-586-3273)

Planning Director Thomas introduced the item and Senior Planner VanHua presented the report.

Mayor Tran opened the public hearing

There were the following speakers:

- Voltaire Montemayor

Mayor Tran closed the public hearing.

City Attorney Mutalipassi read the title of Ordinance No. 38.846 *"An Ordinance of The City Council of the City of Milpitas Amending Sections of Chapter 10 of Title XI of the Milpitas Municipal Code to Modify and Add Regulations Relating to Maximum Heights for Non-Residential Buildings in Certain Commercial Zones, and Making Findings of CEQA Exemption"*

Motion: to waive the first reading beyond the title and introduce **Ordinance No. 38.846** amending sections of Chapter 10 of Title XI of the Milpitas Municipal Code relating to Non-Residential Building Heights and determined that the Municipal Code amendment is exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15183 (Projects Consistent with a General Plan) and 15061(b)(3) (Common Sense Exemption).

Motion/Second: Vice Mayor Montano / Mayor Tran

Motion carried by the following:

AYES: Councilmembers Chua, Dominguez, Phan, Vice Mayor Montano, Mayor Tran

NOES: None

18. Conduct a Public Hearing and Introduce an Ordinance Amending Sections of Chapter 10, Title XI (Zoning) and sections of Chapter 213, Title V (Noise Abatement) of the Milpitas Municipal Code Relating to Outdoor Music in Bars and Restaurants and Review and Permitting Requirements for Special Events (Staff Contact: Ned Thomas, Planning Director, 408-586-3273)

Planning Director Thomas presented the report.

Mayor Tran opened the public hearing

There were the following speakers:

- Voltaire Montemayor

Mayor Tran closed the public hearing.

Councilmember Dominguez suggested a new category of event be created for a threshold of 75 or less attendees and explore the possibility of no permit fees for those types of event.

Planning Director Thomas and Consultant Holly Pearson provided additional information.

Councilmember Dominguez suggested adding an exemption to the existing "simple assembly" designation or include language to qualify for the exemption, the event must be non-profit or free to the community.

Vice Mayor Montano stressed that a fee of \$15,000 was too much and may need to be evaluated on a case-by-case basis.

City Attorney read title of **Ordinance No. 38.847** *"An Ordinance of the City Council of the City of Milpitas Amending Sections of Chapter 10 of Title XI and Chapter 213 of Title V of the Milpitas Municipal Code to Modify and Add Regulations Relating to Outdoor Music in Bars and Restaurants and Review and Permitting Requirements for Special Events, and Making Findings of CEQA Exemption."*

Motion: to waive the first reading beyond the title and introduce **Ordinance No. 38.847** amending sections of Chapter 10 of Title XI (Zoning) and Chapter 213 of Title V (Noise Abatement) of the Milpitas Municipal Code relating to Outdoor Music in Bars and Restaurants and Review and Permitting Requirements for Special Events and determined that the Municipal Code amendment is exempt from California Environmental Quality Act pursuant to CEQA Guidelines Sections 15183 (Projects Consistent with a General Plan) and 15061(b)(3) (Common Sense Exemption).

Motion/Second: Tran/Chua

Vice Mayor Montano asked for an amendment to put language in to review fees on a case-by-case basis.

Mayor Tran amended the recommendation to add language to “waive all fees pertaining to outdoor music in bars and restaurants or businesses that employ 9 or less people.” Councilmember Chua accepted the amendment.

Motion carried by the following:

AYES: Councilmembers Chua, Dominguez, Phan, Vice Mayor Montano, Mayor Tran

NOES: None

COMMUNITY DEVELOPMENT

- 19. Receive Progress Report on The Work Completed and Existing Conditions Analysis from Raimi and Associates and Staff on the Housing Opportunity Zones, Discuss Project Objectives and Priorities, and Provide Direction on Key Planning Concepts and Land Use Strategies (Staff Contact: Ned Thomas, Planning Director, 408-586-3273 and Jay Lee, Principal Planner, 408-586-3077)**

Received progress report on the work completed and existing conditions analysis from Raimi and Associates and staff on the Housing Opportunity Zones, discussed Project objectives and priorities, and provided direction on key planning concepts and land use strategies.

Planning Director Thomas introduced the item. Principal Planner Lee, Raimi and Associates Consultants Malhotra and Sensenig presented the report.

There were the following speakers:

- Voltaire Montemayor

After discussion, Council received the report.

ADJOURNMENT

Mayor Tran adjourned the meeting at 10:51 PM.

Draft meeting minutes submitted by Acting City Clerk, Suzanne Guzzetta

TENTATIVE CITY COUNCIL AGENDA ITEM LIST

Item # C3.

as of 8/12/2022

September 6, 2022 – 1st Tuesday

CLOSED SESSION

INVOCATION (assigned to Councilmember Dominguez)

PRESENTATION

- Pain Awareness Month (Proclamation)
- National Suicide Prevention Week (Proclamation)
- National Preparedness Month (Proclamation)
- National Cleanup Day - September 18 (Proclamation)
- National Gymnastics Day - September 18 (Proclamation)

CONSENT CALENDAR

1. Receive City Council calendar for September 2022 (Suzanne Guzzetta)
2. Approve City Council Meeting minutes of August 16, 2022 (Suzanne Guzzetta)
3. Preview list of items for September 20, 2022 (Suzanne Guzzetta)
4. Councilmember Request List (Suzanne Guzzetta)
5. Reconfirm Findings and Determinations Under Resolution No. 9156 and Set Forth in Assembly Bill 361 for the Continuation of Virtual Meetings of the City Council and Legislative Bodies (Michael Mutalipassi)
6. Receive an Update on the Emergency Replacement of Two (2) Boilers and Install of a Temporary Heating System for the Public Works, Information Technology, and Police Department Building and Determine that the Condition Continues to Constitute an Emergency (Tony Ndah)
7. Legislative Update (Ashwini Kantak and Walter Rossmann)
8. Recommendations from Mayor Tran for Appointments to Youth Commission. (Suzanne Guzzetta)
9. Approve the 2022 Youth Advisory Commission Scholarship Recipients (Renee Lorentzen)

PUBLIC HEARING

COMMUNITY DEVELOPMENT

COMMUNITY SERVICES

PUBLIC SAFETY

LEADERSHIP

10. Use of Public Property for Sleeping and Storage of Personal Property (Michael Mutalipassi)

REPORTS



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Receive an Update on the Emergency Replacement of Two (2) Boilers and Install of a Temporary Heating System for the Public Works, Information Technology, and Police Department Building and Determine that the Condition Continues to Constitute an Emergency (Staff Contact: Tony Ndah, Public Works Director, 408-586-2602)
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	8/16/2022
	<u>Recommendation:</u> Receive an update on the emergency replacement of two boilers and the installation of a temporary heating system for the Public Works, Police and Information Technology Department buildings; and (2) Determine by a four-fifths vote that the condition continues to constitute an emergency.

Background:

Pursuant to Public Contract Code section 22050 and [Council Resolution No. 9134](#), the Director of Public Works, in the case of emergency, may authorize a repair of a public facility and procure the work without giving notice for bids to let contracts. An emergency is defined as “a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.” Additionally, State law requires the Public Works Director, as the City official with delegated authority to take emergency action, to report any emergency authorization and the reason(s) for the authorization to the City Council not later than seven days after the action, or at its next regularly scheduled meeting if that meeting will occur not later than 14 days after the action. Further, the Public Works Director is required to report why the emergency would not permit a delay resulting from a competitive solicitation for bids and the City Council is required to review the emergency action at every regularly scheduled meeting thereafter until the emergency repair is completed. The City Council shall continue to review the emergency action at every regularly scheduled meeting thereafter until the action is terminated. At each review, the City Council shall determine, by a four-fifths vote, whether there is a need to continue the action.

Consistent with applicable State law and Council Resolution, on April 1, 2022, the Public Works Director authorized the City to contract with its existing HVAC maintenance contractor, Environmental Systems Inc. (ESI), for the replacement of two (2) boilers and the installation of a temporary heating system for the Public Works, Information Technology and Police Department buildings.

At the August 9, 2022, City Council meeting, the City Council received an update regarding the emergency replacement of two (2) boilers and the installation of a temporary heating system for the Public Works, Information Technology and Police Department buildings and determined that the condition continues to constitute an emergency.

Analysis:

The install of the temporary heating system was completed on Friday, April 15, and is currently operational providing heat to the building. Due to supply chain delays, the two (2) new boilers, which were ordered, are expected to arrive in mid-August versus mid-July, as previously reported. The rental period for the temporary boiler is set to expire on August 29, 2022. If supply chain issues continue to impact the delivery of the boiler,

the rental agreement for the temporary boiler may need to be extended for an additional month, at a cost of \$4,000.

Staff is recommending that the City Council determine, by a four-fifths vote, that there is a need to continue the emergency action declared by the Public Works Director. Staff will return to City Council with an update at every regularly scheduled City Council meeting until the emergency action is terminated.

Fiscal Impact:

The estimated repair and temporary heating installation cost of \$208,968 will be paid from the Unanticipated Expenditure Reserve.

California Environmental Quality Act:

The emergency repair work is exempt from CEQA, per CEQA Guidelines Section 15301, Existing Facilities and 15302, Replacement or Reconstruction.

Recommendations:

1. Receive an update on the emergency replacement of two (2) boilers and the installation of a temporary heating system for the Public Works, Police and Information Technology Department buildings.
2. Determine by a four-fifths vote that the condition continues to constitute an emergency.

Attachment:

N/A



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Waive the Second Reading and Adopt Ordinance No. 38.846 Amending Sections of Chapter 10, Title XI of the Milpitas Municipal Code Relating to Non-Residential Building Heights in Certain Zoning Districts (Staff Contact: Ned Thomas, Planning Director, 408-586-3273)
Category:	Consent Calendar-Community Development
Meeting Date:	8/16/2022
	<u>Recommendation:</u> Move to waive the second reading and adopt Ordinance No. 38.846 amending sections of Chapter 10 of Title XI of the Milpitas Municipal Code relating to maximum building heights in certain zoning districts

Background:

This Ordinance was introduced at the August 9, 2022 City Council meeting. The Ordinance is now ready for its second reading and adoption.

Fiscal Impact:

The proposed zoning ordinance amendments will establish a maximum height for buildings in three of the city's commercial zones: General Commercial (C2), Highway Services (HS) and Town Center (TC). This change in development regulations will have no fiscal impact on the City.

California Environmental Quality Act:

The proposed text amendments to the Milpitas Municipal Code are exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15183 (Projects Consistent with a General Plan) and Section 15061(b)(3) (Common Sense Exemption).

Recommendation:

Move to waive the second reading and adopt Ordinance No. 38.846 amending sections of Chapter 10 of Title XI and Chapter 100 of Title V of the Milpitas Municipal Code relating to mobile food vending (food trucks).

Attachments:

1. Ordinance No. 38.846

PLEASE NOTE:

This copy of Ordinance No. 38.846 is a “redlined” version for your convenience. Text additions are designated by an underline and text deletions are designated with a strikethrough.

REGULAR

NUMBER: 38.846

TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILPITAS AMENDING SECTIONS OF CHAPTER 10 OF TITLE XI OF THE MILPITAS MUNICIPAL CODE TO MODIFY AND ADD REGULATIONS RELATING TO MAXIMUM HEIGHTS FOR NON-RESIDENTIAL BUILDINGS IN CERTAIN COMMERCIAL ZONES, AND MAKING FINDINGS OF CEQA EXEMPTION

HISTORY: This Ordinance was introduced (first reading) by the City Council at its meeting of August 9, 2022, upon motion by Mayor Tran 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:

Suzanne Guzzetta, Acting City Clerk

Rich Tran, Mayor

APPROVED AS TO FORM:

Michael Mutalipassi, 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, California Government Code Section 65800 et seq. authorizes the adoption and administration of zoning laws, ordinances, rules and regulations by cities as a means of implementing the General Plan; and

WHEREAS, clear and specific zoning regulations, including development standards and findings for project approval, are important elements in a municipal government’s process of encouraging and approving high-quality development projects that are compatible with surrounding areas; and

WHEREAS, the City’s Zoning Ordinance, Chapter 10 of Title XI of the Milpitas Municipal Code, does not currently include standards for the maximum height of primary buildings in the General Commercial (C2), Highway Services (HS), or Town Center (TC) zoning districts; and

WHEREAS, the City wishes to enact appropriate regulations applying to the maximum height of primary buildings in the C2, HS, and TC zones, and further to conditionally allow additional building height in the C2 and TC zones, when such buildings are appropriately located and well designed to avoid negative impacts on surrounding properties and public spaces; and

WHEREAS, the City has prepared a Zoning Amendment (“Amendment”) to the City’s Municipal Code, including Section 2.03 (“Definitions”), Section 5.03 (“Commercial Zone General Development Standards”), Section 5.04 (“Commercial Zone Special Development Standards”), and Section 57.04 (“Conditional Use Permits and Minor Conditional Use Permits”), of Title XI, Chapter 10–Zoning; and

WHEREAS, on June 8, 2022, the Planning Commission for 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 project; and

WHEREAS, on June 14, 2022, the City Council of the City of Milpitas held a study session to consider the proposed Amendment and to provide comments and direction to Planning Department staff; and

WHEREAS, this ordinance is exempt from the California Environmental Quality Act, Public Resources Code Section 21000, *et seq.* (“CEQA”), each as a separate and independent basis, pursuant to CEQA Guidelines Section 15183 (projects consistent with the General Plan) and Section 15061(b)(3) (no possibility of significant environmental effect).

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 is categorically exempt from the California Environmental Quality Act (“CEQA”) under CEQA Guidelines, § 15061(b)(3), also known as the “common sense exemption”, which exempts from CEQA any project 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. A “significant effect on the environment” means a substantial, or potentially substantial, adverse change in any of the physical conditions within the area affected by the project. This ordinance would enact new building height regulations for non-residential development in the General Commercial (C2), Highway Services (HS), and Town Center (TC) zoning districts. Since there are currently no maximum building heights specified in the development standards for these zones, the ordinance would create and apply new standards that are more specific and robust than those that currently govern new development. In addition, new regulations are proposed that would apply in circumstances where a project applicant proposes a greater building height than the 35 feet or three stories that is allowed by right in the C2 and TC zones. These draft standards would encourage good design and improve project compatibility with surrounding areas, thereby eliminating or mitigating potential negative effects. Therefore, it can be seen with certainty that there is no possibility that this Ordinance would have a significant effect on the environment; accordingly, this Ordinance is exempt from CEQA review.

Moreover, the City Council hereby finds that the introduction and adoption of this Ordinance is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning). Section 15183 of the CEQA Guidelines provides that projects that are consistent with a Community Plan, General Plan or Zoning for which an EIR has been certified “shall not require additional environmental review, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site.” These proposed zoning amendments serve to implement policies and guidelines in the Community Design Element of the Milpitas General Plan because they would add development standards, design criteria, and findings for approval for non-residential buildings to ensure that any proposed building that is taller than the maximum height allowed by right is designed to fit in well with existing neighborhood context and to minimize impacts on surrounding properties. Therefore, the proposed Amendment is consistent with the General Plan and is exempt from CEQA pursuant to Section 15183 of the CEQA Guidelines.

Accordingly, this Ordinance is exempt from CEQA review pursuant to Sections 15061(b)(3) and 15183 of the CEQA Guidelines, each as a separate and independent basis.

SECTION 3. GENERAL PLAN CONSISTENCY

The Community Design Element of the City’s General Plan includes policies and guidelines that require development projects to (1) incorporate context-sensitive design approaches, respecting and responding to the scale and character of adjacent land uses as well as surrounding neighborhoods; and to (2) reinforce desirable design elements of the surrounding area, such as scale and setback patterns. This zoning Amendment would set maximum by-right height for primary buildings in three commercial zoning districts, where no maximum height standards are currently stated. The proposed zoning changes provide specific and detailed guidance about how a request for additional conditionally permitted height should be evaluated and what factors should form the basis of a decision on such a request. Moreover, the Amendment includes well-crafted language for findings for approval of conditional requests for additional building height, which would serve to ensure that contextual factors (e.g. neighborhood scale and width of primary street right-of-way) and project-specific design factors (such as building setbacks and upper story building setbacks) are considered as part of development projects involving taller buildings in commercial areas. In this way, the proposed Amendment would serve to implement several policies of the General Plan.

SECTION 4. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE XI, CHAPTER 10, SECTION 2

Item # C5.

Title XI, Chapter 10, Section 2 (Definitions), Subsection XI-10-2.02 (General Definitions) of the Milpitas Municipal Code is hereby amended to read as follows:

XI-10-2.03 Definitions

"**Floor Area Ratio (FAR)**" is defined for nonresidential Zoning Districts as the maximum permitted ratio of gross floor area to site area and is calculated as follows:

$$\text{FAR} = \frac{\text{Total of Gross Floor Area for All Structures on Site}}{\text{Site Area}}$$

~~Increases above the maximum permitted FAR for any district can be allowed with approval of a Use Permit by the Planning Commission. This can be considered when the applicant can demonstrate that the proposed development will (1) generate low peak hour traffic; (2) will not create a dominating visual prominence. Examples of such uses include wholesaling, distribution and hospitals. In each case where an increase in the maximum permitted FAR has been allowed, all other development standards for the site must be met.~~

SECTION 5. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE XI, CHAPTER 10, SECTION 5

Title XI, Chapter 10, Section 5 (Commercial Zones and Standards), Subsection XI-10-5.03 (Commercial Zone General Development Standards) of the Milpitas Municipal Code is hereby amended to read as follows:

XI-10-5.03 Commercial Zone General Development Standards

The following minimum requirements shall be observed, except where increased for conditional uses. The minimum requirement shall be one of the following for the district classification as designated on the zoning map.

**Table XI-10-5.03-1
Commercial Zone Development Standards**

Standard	CO	C1	C2	HS	TC
Lot Area, minimum	None	None	10,000 s.f.	Fronting major street (4 or more lanes): 1.5 ac. Fronting all other streets (two lanes): 20,000 s.f.	None.
Lot Width, minimum	None	None	100 ft.	Fronting major street: 250 ft. Fronting all other streets: 125 ft.	None

Front Yard Setback, minimum	10 ft.	20 ft.	0 ft.	Major street: 50 ft. All other streets: 0 ft.	20 ft. 35 ft. along E. Calaveras Blvd.
Side Yard Setback (Interior), minimum	10 ft.	0 ft. 15 ft. when abutting R District	0 ft. 15 ft. when abutting R District	0 ft. 15 ft. when abutting R District	0 ft. 15 ft. when abutting R District
Street Side Yard Setback, minimum	10 ft.	0 ft.	0 ft.	0 ft.	20 ft. 35 ft. along E. Calaveras Blvd.
Rear Yard Setback, minimum	10 ft. When abutting residential, not less than R District required setback	0 ft. 15 ft. when abutting R District	0 ft. 15 ft. when abutting R District	0 ft. 15 ft. when abutting R District	0 ft. 15 ft. when abutting R District
Building Height, maximum					
Primary building	35 ft. or 3 stories	35 ft. or 2.53 stories	None 35 ft. or 3 stories^{1,2}	None 35 feet or 3 stories²	None ¹ 35 feet or 3 stories^{1,2}
Accessory building	25 ft. or 2 stories	25 ft. or 2 stories			
Parking	Refer to Section 53, Off Street Parking, of this Chapter.				
Lot Coverage	None	None	None	None	None
Floor Area Ratio	0.50	0.35	0.50	0.50	0.85
Landscaping	None	None	None	25% of front yard setback	All required setback areas and the ends of each parking aisle ²³

¹ Refer to Subsections [XI-10-5.04\(D\)](#) and [XI-10-57.04\(C\)\(1\)](#), ~~Applicability~~, of this Chapter for additional requirements.

² [For properties that are located within 100 feet of the boundary of a Single Family Residential \(R1\) or One and Two-Family Residential \(R2\) zone, the maximum height of a primary building shall be limited to 30 feet or two stories.](#)

²³ The Planning Commission shall determine the size of the planters through site and architectural review.

XI-10-5.04 Commercial Zone Special Development Standards

A. All Zones.

1. Areas for Collecting and Loading Recyclable Materials. There shall be provided areas for collecting materials in accordance with Subsection 54.12, Areas for collecting and loading recyclable materials, of this Chapter.
2. All outdoor storage areas of such things as trash and materials shall be within a completely enclosed building or behind a visually obscure solid wall or tight board fence a minimum six (6) feet in height and shall not be located within any front or street side yard setback area.
3. Such uses, operations or products shall not be objectionable due to odor, dust, smoke, noise, vibration or other similar causes.

B. TC Zone.

1. Setbacks for Residential Projects. Except for the Calaveras Boulevard setback, all other setbacks shall be determined through a Site Development Permit.

C. Neighborhood Commercial (C1) Zone. Thrift stores shall comply with each of the following standards:

1. Signage prohibiting dumping of merchandise during non-business hours shall be installed in conspicuous locations to the satisfaction of the Planning Director indicating penalties and fines for such activity. Signage shall include daytime collection hours for donated goods.
2. A designated area inside the building shall be established for the receipt, sorting and processing of goods. Donated goods shall be accepted only inside the building and during regular business hours; no donated goods shall be left outside. Loading and unloading must take place in a designated area that shall be cleared, cleaned and maintained before closing of business each day.
3. The storefront windows shall be permanently maintained as displays of merchandise in a professional and attractive manner (i.e., unsightly clothing racks and displays shall not be placed adjacent to the windows).
4. Any goods or materials left outside of the store overnight shall be removed immediately upon the thrift store opening the next business day.
5. Outdoor storage or display of donated goods or merchandise shall not be permitted.
6. The subject property shall be maintained free of trash, debris, any all other goods at all times.
7. Thrift stores shall not be located closer than one thousand (1000) feet from another thrift store.

D. General Commercial (C2) and Town Center (TC) Zones.

1. In deciding whether to grant a request for additional building height through the Conditional Use Permit process pursuant to Section XI-10-57.04(C)(1), the Planning Commission shall consider site conditions, design elements, and other factors including but not limited to (a) width of right-of-way of principal street; (b) proximity of the site to low- or medium-density residential districts (R1, R2, and R3); (c) building setbacks in relation to proposed building height in excess of 35 feet; and (d) upper story setbacks.

Title XI, Chapter 10, Section 57 (Applications), Subsection XI-57.04 (Conditional Use Permits and Minor Conditional Use Permits) of the Milpitas Municipal Code is hereby amended to read as follows:

XI-10-57.04 Conditional Use Permits and Minor Conditional Use Permits

A. Purpose and Intent.

1. The purpose and intent of the Conditional Use Permit process is to provide a review of land uses which would not otherwise be permitted as a matter of right in a zoning district because of their nature, have an impact on the surrounding environment and for the determination of whether or not the proposed use is appropriate for its proposed location.

The Conditional Use Permit process is intended to encourage uses to be located in a manner that is:

- a. Consistent with the City's zones;
 - b. Sensitive to community and neighborhood identity; and
 - c. Minimizes impacts to adjacent uses, including traffic flow; circulation; safety for vehicular and pedestrian traffic; imposition of noises, odors and health and safety hazards upon nearby residential area; provision of adequate light, air and reasonable access; securing safety from fire and other dangers; prevent overcrowding of land; facilitating adequate provision for transportation and in general, to promote the public health, safety, peace, morals, comfort and welfare; prevention of neighborhood deterioration and blight; the objectives of zoning and planning in the community and the effect upon the City's general welfare of this proposed use in relation to surrounding uses and the community. Review of a use may require the consideration of site plan issues related to the use, as well.
2. It is the purpose of the Minor Conditional Use Permit process to provide for the streamlined review of uses that may have an impact on the surrounding environment and require discretionary review, but due to their nature, scale or location, do not require discretionary consideration by the full Planning Commission. Either the Zoning Administrator or Planning staff has the authority to review Minor Conditional Use Permits. The Minor Conditional Use Permit process has as its purpose the same goals for uses described for the Conditional Use Permit process above.

B. Authority.

1. Conditional Use Permits. The Planning Commission has the authority to approve Conditional Use Permits, subject to concurrent review and appeal provisions of Section XI-10-64, Development Review Process, of this Chapter.
2. Minor Conditional Use Permits. Minor Conditional Use Permits may be approved either by the Zoning Administrator or administratively by Planning staff.
 - a. Review by the Zoning Administrator. The Zoning Administrator has the authority to approve Minor Conditional Use Permits for those uses listed in the use tables of the Zoning Ordinance. Such approvals shall be subject to the concurrent review and appeal provisions of Section XI-10-64, Development Review Process, of this Chapter.
 - b. Review by Planning staff. Planning staff has the authority to administratively approve Minor Conditional Use Permits for those uses listed in the use tables of the Zoning Ordinance. Such approvals shall be subject to concurrent review and appeal provisions of Section XI-10-64, Development Review Process, of this Chapter. Planning staff-level issued Minor Conditional Use Permits shall not require a public hearing or notice.

C. Applicability.

1. Conditional Use Permits. Conditional Use Permits are required as indicated by the use tables in Residential, Mixed Use, Commercial, Industrial, Institutional, Park and Open Space, and other land use districts of this Chapter. Conditional Use Permits are also required for the following requests:

Table XI-10-57.04-1

Use/Modifications	As provided for in:	Notes
Height		
Height. For buildings that exceed three stories or 35 feet, up to a maximum of six stories or 75 feet , within the MP, C2 , and TC districts.	Table XI-10-7.03-1, Industrial Zone Development Standards and Table XI-10-5.03-1 Commercial Zone Development Standards	See Table XI-10-57.04-2 and Section XI-10-5.04(D)(1) See footnote 1
Height. For buildings that exceed six stories or 85 feet within the -OO overlay district up to a maximum of eight stories or 115 feet in height.	Section XI-10-12.02, Gateway Office (-OO) Overlay District	
Height. Permit in R2 and R3 districts, schools, hospitals, sanitariums, institutions, churches and other similar uses allowed under the use regulations of this Chapter, to be erected to a height not exceeding six stories or 75 feet, provided, that the front and side yard requirements for such buildings in the "R3" District are complied with.		
Non-conforming		
Nonconforming buildings and structures	Section XI-10-56.02(C), Additions to, enlargements and moving of nonconforming buildings and structures	See footnote 12
Nonconforming uses, change of use	Section XI-10-56.03, Nonconforming use of buildings and structures	
Parking		
Parking location	Section XI-10-53.13(A), Location of Parking	
Tandem parking	Section XI-10-53.07(D), Tandem Parking Spaces and Section XI-10-53.13(B), Parking Space Size	
Parking Structures	Section XI-10-53(H)(4), Parking Structures	
Temporary Uses and Structures		
Temporary buildings and structures	Section XI-10-13.11(H), Temporary Uses and Structures.	
Other		
Certain industrial uses within commercial districts	Table XI-10-5.02-1, Commercial Zone Uses.	

Exceptions to performance standards	See the zoning districts use standards in XI-10-05, Residential Zones, XI-10-06, Mixed Use Zones, and XI-10-07, Industrial Zones.	Item # C5.
Lot width reduction		
Wireless telecommunications facilities	Section XI-10-13.09, Wireless Telecommunications Facilities, of this Chapter, for specific standards and exempted facilities.	

¹ [Properties that are located within 100 feet of the boundary of a Single Family Residential \(R1\) or One and Two-Family Residential \(R2\) zone shall not be eligible for a request for a Conditional Use Permit to allow height exceeding the maximum standard for primary buildings as shown in Table XI-10-5.03-1 – Commercial Zone Development Standards.](#)

⁴² In addition, the cumulative floor area included in all such additions or enlargements since the adoption of Ord. No. 38.760 (September 17, 2002) shall not exceed thirty (30%) percent of the floor area contained in said building or structure. Floor area, for the purposes of this Subsection, shall include all habitable space associated with a residential use and shall mean gross floor area associated with any non-residential use. These criteria are established so as not to prolong the life of the original building or structure.

- a. Other Uses. The Planning Commission may, after a public hearing, permit the following uses in districts from which they are prohibited by this Chapter where such uses are deemed essential or desirable to the public convenience or welfare and are in harmony with the various elements or objectives of the General Plan.

However, any of the following uses which are marked with an asterisk shall not be allowed in the designated Hillside Combining District.

- i. Helicopter pads for medical evacuation purposes.
 - ii. Development of natural resources (excluding the drilling for or producing of oil, gas or other hydrocarbon substances) together with the necessary buildings, apparatus, or appurtenances incident thereto.
 - iii. Library or museum, public.
 - iv. Park, playground, or recreational or community center.
 - v. Public utility and public service use or structure.
 - vi. Radio or television transmitter.
 - vii. Reverse vending machines or mobile recycling units except where the lot is being used for residential purposes.
2. Minor Conditional Use Permits. Minor Conditional Use Permits are required as indicated by the use tables in Residential, Mixed Use, Commercial, Industrial, Institutional, Park and Open Space, and other land use districts of this Chapter.

D. Submittal Requirements. Refer to the most recent submittal requirements required by the Planning Division.

E. Review Procedures.

1. Conditional Use Permits.
 - a. The Planning Commission shall hold a public hearing on said application upon such notice as is required in Section XI-10-64, Development Review Process, of this Chapter.
 - b. After the conclusion of the hearing, the Planning Commission may approve the application, approve it subject to such conditions as the Planning Commission may impose, or disapprove the application.

- i. The Planning Commission may impose such conditions as it deems necessary to the best interests of the surrounding property, of the neighborhood, and as it deems in conformity with the requirements of the General Plan.
2. Minor Conditional Use Permits.
- a. Review by Planning Commission Subcommittee. The Planning Commission Subcommittee shall consider a Minor Conditional Use Permit application when authorized to do so under the use tables of the Zoning Ordinance and hold a public hearing on application upon such notice as is required in Section XI-10-64, Development Review Process, of this Chapter.
 - i. After the conclusion of the hearing, the Planning Commission Subcommittee may approve the application, approve it subject to such conditions as the Planning Commission Subcommittee may impose, or disapprove the application.
 - a) The Planning Commission Subcommittee may impose such conditions as it deems necessary to protect the best interests of the surrounding property, of the neighborhood, and as it deems in conformity with the requirements of the General Plan.
 - b) If the Planning Commission Subcommittee members disagree on a decision for a project, then the project will be placed on the agenda for Planning Commission review, with no additional fees required.
 - b. Review by Planning staff. The Planning Division shall administratively consider a Minor Conditional Use Permit when authorized to do so under the use tables of the Zoning Ordinance. Planning staff shall investigate as necessary to determine whether or not the proposed project conforms or may be conditioned to conform fully to the intent of this Chapter. No public hearing or notice shall be required for an administrative level Minor Conditional Use Permit.

If the project does not comply, a notice of correction shall be prepared and returned to the applicant. If the applicant resubmits for review and the project still does not comply with the required regulations or is not in accordance with the approved conditions of approval, the Planning Division shall deny the application.

F. Required Findings for Conditional Use Permits and Minor Conditional Use Permits.

- 1. General Findings. Approval may be granted by the appropriate decision-making body, of a Conditional Use Permit or Minor Conditional Use Permit application in accordance with this Chapter if all of the following findings are made, based on the evidence in the public record:
 - a. The proposed use, at the proposed location will not be detrimental or injurious to property or improvements in the vicinity nor to the public health, safety, and general welfare;
 - b. The proposed use is consistent with the Milpitas General Plan; and
 - c. The proposed use is consistent with the Milpitas Zoning Ordinance.

In the case of a project located within a Specific Plan, the following additional finding shall be made:

- d. The proposed use is consistent with the Specific Plan.
- 2. Specific Findings. In addition to the general findings required in Subsection (F)(1), above, specific findings shall be made prior to the approval of an application for a Conditional Use Permit for the following requests:

Table XI-10-57.04-2

Use/Modification	Specific Findings
------------------	-------------------

Height	
Height. For buildings that exceed three (3) stories or thirty-five (35) feet within the MP, C2, and TC districts.	The project exhibits exceptional architecture and aesthetic merit to warrant the excess height. <u>1. The design, location, size, and bulk of the proposed building is compatible with the existing and allowed future land uses in the vicinity.</u> <u>2. The building's design provides an appropriate transition in scale to structures in adjacent residential districts.</u> <u>3. The building's design minimizes shadows on public sidewalks, public open spaces, and solar facilities on adjacent parcels through setbacks at upper levels or other design elements.</u>
Height. For buildings that exceed six (6) stories or eight-five (85) feet within the -OO overlay district up to a maximum of eight (8) stories or one hundred fifteen (115) feet in height.	The project exhibits exceptional architecture and aesthetic merit to warrant the excess height.
Other	
Certain Industrial Uses within Commercial Districts	The site is within close proximity to industrial uses or districts and is suitable for the type and intensity of use that is proposed.

- G. Consideration of Conditional Use Permit or Minor Conditional Use Permit Pending Zoning Amendment. Upon the close of a public hearing before the Planning Commission on the question of a Zoning Amendment to change property from one zone to another, and upon favorable report thereon by the Commission, the Commission may consider such matters and regulations as are set forth in Subsection XI-10-57.04, Conditional Use Permits and Minor Conditional Use Permits, of this Chapter.

The Commission may conditionally impose such requirements and regulations upon the subject property and use as the Commission is authorized to impose by Subsection XI-10-57.04, Conditional Use Permits and Minor Conditional Use Permits, of this Chapter, and may conditionally approve Conditional Use Permits; said requirements and regulations shall be imposed and said approval shall be granted upon the express condition that said property shall be rezoned in accordance with the specific recommendation of the Planning Commission relating to zoning and shall not take effect unless and until said property is rezoned in accordance with specific recommendation of the Planning Commission and until the Ordinance amending this Chapter in accordance with the specific recommendation of the Planning Commission shall take effect.

- H. Appeals. An appeal of the action on a Conditional Use Permit or Minor Conditional Use Permit shall be reviewed in accordance with Section XI-10-64, Development Review Process, of this Chapter.
- I. Modifications Requested by the Applicant. Projects shall be developed in conformity with project approvals. If the applicant wishes to modify the project, as approved, the applicant shall submit revised plans and any other applicable information to the City for review by the Planning Division. The Planning Division staff shall make one of the following determinations regarding the request:
1. Insignificant Modifications. If the Planning Division determines that the modifications are minor, the modifications may be approved administratively.

2. Significant Modifications With or Without Public Impact or Concern. If the Planning determines that the modifications are significant enough to warrant discretionary review and have the potential for public impact or concern, then the modifications shall be referred to the final decision-making authority for the original project in the case of non-staff level issued permits, or to the Planning Commission in the case of staff-level issued Minor Conditional Use Permits. If the original application for a project required a public hearing, then the final decision-making authority's review of modifications shall require a public hearing, in accordance with Section XI-10-64, Development Review Process, of this Chapter.
- J. Modifications, Suspensions and/or Revocations Initiated by the City. Refer to Section XI-10-63.06, Revocation, Suspension, Modification, of this Chapter.
- K. Approval Runs with the Land. The approval of a Conditional Use Permit or Minor Conditional Use Permit shall run with the land, and shall continue to be valid upon a change of ownership of the site to which it applies, unless the decision-making authority places limits on the effective time of the approval.

SECTION 7. 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 8. 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.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Waive the Second Reading and Adopt Ordinance No. 38.847 Amending Sections of Chapter 10, Title XI (Zoning) and Sections of Chapter 213, Title V (Noise Abatement) of the Milpitas Municipal Code Relating to Outdoor Music as an Accessory Use to Bars and Restaurants and Aligning the Review and Permitting Requirements for Special Events with the City's Current Fee Schedule (Staff Contact: Ned Thomas, Planning Director, 408-586-3273)
Category:	Consent Calendar-Community Development
Meeting Date:	8/16/2022
	<u>Recommendation:</u> Move to waive the second reading and adopt Ordinance No. 38.847 amending Sections of Chapter 10, Title XI (Zoning) and sections of Chapter 213, Title V (Noise Abatement) of the Milpitas Municipal Code relating to outdoor music as an accessory use to bars and restaurants and aligning the review and permitting requirements for special events with the City's current fee schedule.

Background:

This Ordinance was introduced at the August 9, 2022 City Council meeting. The Ordinance is now ready for its second reading and adoption.

Fiscal Impact:

Amending the Zoning Ordinance to allow outdoor music may increase restaurant and bar revenues and, therefore, increase sales tax revenue that the City receives from these businesses. The amount of increase is unknown. Amending the Zoning Ordinance to establish three categories of special events (i.e., minor, regular, and major events) will align the activities with the City master fee schedule and will enhance the City's cost recovery.

California Environmental Quality Act:

The proposed text amendments to the Milpitas Municipal Code are exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15183 (Projects Consistent with a General Plan) and Section 15061(b)(3) (Common Sense Exemption).

The proposed ordinance would create new regulations related to outdoor music at restaurants and bars as well as three categories of special events to align the review process with the City's current fee schedule. None of the proposed amendments would directly or indirectly result in physical changes to the environment. Therefore, it can be seen with certainty that there is no possibility that the ordinance in question would have a significant effect on the environment; accordingly, the ordinance is exempt from CEQA review.

Recommendation:

Move to waive the second reading and adopt Ordinance No. 38.847 amending sections of Chapter 10 of Title XI (Zoning) and Chapter 213 of Title V (Noise Abatement) of the Milpitas Municipal Code relating to outdoor music as an accessory to in Bars and Restaurants and Review and Permitting Requirements for Special Events

Attachments:

1. Ordinance No. 38.847

PLEASE NOTE:

This copy of Ordinance No. 38.847 is a “redlined” version for your convenience. Text additions are designated by an underline and text deletions are designated with a strikethrough.

REGULAR

NUMBER: 38.847

TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILPITAS AMENDING SECTIONS OF CHAPTER 10 OF TITLE XI AND CHAPTER 213 OF TITLE V OF THE MILPITAS MUNICIPAL CODE TO MODIFY AND ADD REGULATIONS RELATING TO OUTDOOR MUSIC IN BARS AND RESTAURANTS AND REVIEW AND PERMITTING REQUIREMENTS FOR SPECIAL EVENTS, AND MAKING FINDINGS OF CEQA EXEMPTION

HISTORY: This Ordinance was introduced (first reading) by the City Council at its meeting of August 9, 2022, upon motion by Mayor Tran 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:

Suzanne Guzzetta, Acting City Clerk

Rich Tran, Mayor

APPROVED AS TO FORM:

Michael Mutalipassi, 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, California Government Code Section 65800 et seq. authorizes the adoption and administration of zoning laws, ordinances, rules and regulations by cities as a means of implementing the General Plan; and

WHEREAS, the City wishes to encourage and allow outdoor live and recorded music at restaurants and bars as a way to encourage a vibrant city, provide accessible arts and entertainment for Milpitas residents and visitors, and support local business and musicians; and

WHEREAS, clear and specific land use and noise regulations, including operational standards such as noise level limits, permitted hours, and protections against disturbing noise for residential neighborhoods are important elements in a municipal government’s process of allowing and encouraging outdoor music; and

WHEREAS, the City wishes to simplify and facilitate the process of approving small special events of limited scale that do not create negative impacts on surrounding areas; and

WHEREAS, the City wishes to reduce the cost of obtaining a Special Event Permit for applicants proposing to hold small and simple special events of limited scale; and

WHEREAS, the City’s Zoning Ordinance, Chapter 10 of Title XI of the Milpitas Municipal Code, currently includes land use regulations for the location and approval procedures for special events generally as well as for live entertainment associated with restaurants and bars in commercial and mixed-use zoning districts; and

WHEREAS, the City’s Noise Abatement Ordinance, Chapter 213 of Title V of the Milpitas Municipal Code, currently includes requirements and standards for noise levels in residential zones that serve to protect these areas from disturbing noise and maintain peaceful, favorable living environments; and

WHEREAS, the City has prepared a Zoning Amendment (“Amendment”) to the City’s Municipal Code, including Section 2.03 (“Definitions”), Section 5.02 (“Commercial Use Regulations”), Section 5.04 (“Commercial Zone Special Development Standards”), Section 6.02 (“Mixed Use Regulations”), Section 6.06 (“Mixed Use Special Development Standards”), and Section 15 (“Special Events and Activities”) of Title XI, Chapter 10–Zoning; and including Section 213-2 (“Definitions”) and Section 213-3 (“Unlawful to Create or Permit Disturbing Noise”) of Title V, Chapter 213–Noise Abatement; and

WHEREAS, on June 22, 2022, 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 project; and

WHEREAS, this ordinance is exempt from the California Environmental Quality Act, Public Resources Code Section 21000, *et seq.* (“CEQA”), each as a separate and independent basis, pursuant to CEQA Guidelines Section 15183 (projects consistent with the General Plan) and Section 15061(b)(3) (no possibility of significant environmental effect).

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 is categorically exempt from the California Environmental Quality Act (“CEQA”) under CEQA Guidelines, § 15061(b)(3), also known as the “common sense exemption”, which exempts from CEQA any project 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. A “significant effect on the environment” means a substantial, or potentially substantial, adverse change in any of the physical conditions within the area affected by the project. This ordinance would create new regulations related to outdoor music at restaurants and bars as well as new regulations for the review and permitting of small special events. The outdoor music regulations include provisions to maintain appropriate sound levels, thereby avoiding environmental impacts relating to noise. None of the proposed amendments would directly or indirectly result in physical changes to the environment. Therefore, it can be seen with certainty that there is no possibility that this Ordinance would have a significant effect on the environment; accordingly, this Ordinance is exempt from CEQA review.

Moreover, the City Council hereby finds that the introduction and adoption of this Ordinance is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning). Section 15183 of the CEQA Guidelines provides that projects that are consistent with a Community Plan, General Plan or Zoning for which an EIR has been certified “shall not require additional environmental review, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site.” These proposed zoning amendments serve to implement several goals and policies in the Economic Development, Noise, Utilities and Community Services, and Parks, Recreation & Open Space Elements by supporting and encouraging small live music events at food and beverage businesses throughout the city while also establishing rules and standards that would limit hours and noise levels to protect residential areas from disturbing noise. In this way, the amendment would strike a positive balance between supporting arts, entertainment and economic development and preserving the quiet enjoyment of residential areas in Milpitas. Therefore, the proposed Amendment is consistent with the General Plan and is exempt from CEQA pursuant to Section 15183 of the CEQA Guidelines.

Accordingly, this Ordinance is exempt from CEQA review pursuant to Sections 15061(b)(3) and 15183 of the CEQA Guidelines, each as a separate and independent basis.

SECTION 3. GENERAL PLAN CONSISTENCY

The Economic Development, Noise, Utilities and Community Services, and Parks, Recreation & Open Space Elements of the City’s General Plan include several policies and actions related to supporting small business in Milpitas, encouraging a vibrant arts and cultural scene, making arts and entertainment events accessible to everyone in the community, and maintaining clear standards to restrict noise levels and protect residential areas from disturbing noise. The proposed municipal code amendments would serve to implement these General Plan policies and actions because they would strike a positive balance between supporting arts, entertainment and economic development and preserving the quiet enjoyment of residential areas in Milpitas.

SECTION 4. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE V, CHAPTER 213, SECTIONS 2 AND 3

Item # C6.

Title V, Chapter 213 (Noise Abatement), Section 2 (Definitions) of the Milpitas Municipal Code is hereby amended to read as follows:

V-213-2 – Definitions

2.04 "Disturbing Noise" as used herein in this Chapter means any sound or vibration caused by sound which occurs with such intensity, frequency or in such a manner as to disturb the peace and quiet of reasonable person of normal sensitivity residing in that area. It shall include, but not be limited to noise from the following sounds (this enumeration not being exclusive but only illustrative):

- (1) The use, operation, playing of any radio, television, musical instrument or instruments, phonograph, stereo, loud speaker, sound amplifier or other device for the production or reproduction of sound with louder volume than is necessary for hearing for any person or persons who are in the room, vehicle or chamber in which such machine or device is operated and who are voluntary listeners thereto. Outdoor music played or performed in compliance with Subsection V-213-3(b) shall not be construed as disturbing noise.
- (2) The sounding of any horn or signal device or siren except as a danger warning.
- (3) The operation of any machinery or tool.
- (4) The continuous or recurrent acceleration of a motor vehicle or other engine while stationary ("revving" the engine).
- (5) Yelling, shouting, hooting, whistling, singing, or similar types of noise.

Title V, Chapter 213 (Noise Abatement), Section 3 (Unlawful to Create or Permit Disturbing Noise) of the Milpitas Municipal Code is hereby amended to read as follows:

V-213-3 – Unlawful to Create or Permit Disturbing Noise

(a) Residential Zone Regulations.

3.01 Except as permitted in Section V-213-3(b), it shall be unlawful for any person in any district zoned for residential use (under the provisions of Chapter 10, Title XI of the Milpitas Municipal Code) to make, continue, maintain, permit or cause to be made, continued, maintained, or permitted any Disturbing Noise that increases the noise exposure level by three dB over the local ambient noise level measured from the property line of the noise source, or more than 65 dB measured from the property line of the noise source, whichever is more restrictive.

3.02 Except as permitted in Section V-213-3(b), it shall be unlawful for any person who owns, possesses, or controls any real property in any district zoned for residential use (under the provisions of Chapter 10, Title XI of the Milpitas Municipal Code) to make, continue, maintain, permit or cause to be made, continued, maintained or permitted any Disturbing Noise that increases the noise exposure level by three dB over the local ambient noise level measured from the property line of the noise source, or more than 65 dB measured from the property line of the noise source, whichever is more restrictive.

3.03 Notwithstanding any other provision of this Chapter and in addition thereto, it is unlawful for any person or any person who owns, possesses, or controls real property in any district zoned for residential use (under provisions of Chapter 10, Title XI of the Milpitas Municipal Code) to make, continue, maintain, permit, or cause to be made, continued, maintained or permitted any Disturbing Noise. It shall be prima facie violation of this Section if any Disturbing Noise is audible during the hours

of 10:00 p.m. to 7:00 a.m. from a distance of 50 feet from the property line of the noise source or a distance of 100 feet from any nonstationary noise source. It shall also be prima facie violation of this Section if any Disturbing Noise is audible during the hours of 7:01 a.m. to 9:59 p.m. from a distance of 100 feet from the property line of the noise source or any nonstationary noise source.

3.04 The above prohibition against making, continuing, maintaining or permitting any Disturbing Noise in any district zoned for residential use shall not apply to the authorized collection of solid waste, recyclables, and/or yard trimmings by an authorized collector beginning at 6:00 a.m.

(b) Outdoor Music Regulations for Commercial and Mixed Use Zones.

3.05 Outdoor music shall be permitted on real property in the C1, C2, TC, MXD, MXD2, and MXD3 zoning districts (per Chapter 10, Title XI of the Milpitas Municipal Code) as an accessory use to a restaurant or bar that is a principal permitted use or approved conditional use. Outdoor music shall be permitted between the hours of 9:00 a.m. and 11:00 p.m.

3.06 Except as provided below in Subsection V-213-3(b) 3.06(1), noise levels for outdoor music as an accessory use shall not exceed 70-90 dB measured from the property line of the parcel on which the outdoor music occurs. See also Table XI-10-5.02-1 – Commercial Zone Uses in Title XI, Chapter 10, Section 5.02 and Table XI-10-6.02-1 – Mixed Use Zone Uses in Title XI, Chapter 10, Section 6.02.

- (1) For any parcel in a C1, C2, TC, MXD, MXD2, or MXD3 zoning district that is located within 100 feet of a parcel in a R1 or R2 zoning district, noise levels for outdoor music as an accessory use shall not exceed 65 dB measured from the property line of the parcel on which the outdoor music occurs.
- (2) For residential uses in the MXD, MXD2, and MXD3 zoning districts, it is recognized that ambient noise from outdoor music that is permitted as an accessory use to a restaurant or bar is a normal condition inherent to a mixed-use, urban living environment; therefore accessory outdoor music at a restaurant or bar shall not be subject to the noise restrictions in Section V-213-3(a) 3.01 and 3.02 in the case of residential uses in the MXD, MXD2, and MXD3 zones.

(b)(c) Site Construction Regulations.

~~3.0507~~ No person shall engage or permit others to engage in construction of any building or related road or walkway, pool or landscape improvement or in the construction operations related thereto, including, delivery of construction materials, supplies, or improvements on or to a construction site except within the hours of 7:00 a.m. to 7:00 p.m. on weekdays and weekends. No construction work shall be conducted or performed on the holidays indicated in Section V-213-2-2.05 of this Chapter.

~~3.0608~~ Exemption from Off-Site Construction Regulations. Exempt from the Off-Site Construction Regulations of this article are as follows:

- (1) Emergency construction and repair that is necessary for protection of life and property,
- (2) Operation preempted from local regulation by state law, such as construction of public school buildings,
- (3) Furnishing utility-type service including construction and maintenance of utility facilities,
- (4) Any work on an existing single-family or duplex (two-family) dwelling undertaken by the property owner,
- (5) Operation to construct and maintain facilities within the public right-of-way as deemed necessary by the Public Works Director, and
- (6) Any other circumstances where the City Manager deems that an exemption would be appropriate.

SECTION 5. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE XI, CHAPTER 10, SECTION 2

Item # C6.

Title XI, Chapter 10, Section 2 (Definitions), Subsection XI-10-2.02 (General Definitions) of the Milpitas Municipal Code is hereby amended to read as follows:

XI-10-2.03 Definitions

"Outdoor Music" means live music, both acoustic and amplified, including live individual musicians, bands, and disc jockeys (DJs), but not including karaoke, that takes place on a patio or other outdoor space. Outdoor music as defined and regulated in this Chapter shall also include recorded background music played outdoors at a public establishment such as a restaurant, bar, retail store, or other business.

SECTION 6. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE XI, CHAPTER 10, SECTION 5

Title XI, Chapter 10, Section 5 (Commercial Zones and Standards), Subsection XI-10-5.02 (Commercial Use Regulations) of the Milpitas Municipal Code is hereby amended to read as follows:

XI-10-5.02 Commercial Use Regulations

- A. Permitted and Conditionally Permitted Uses.
1. Primary uses. The uses identified in Table 5.02-1, Commercial Zone Uses, shall be the primary uses allowed to occur on a property. All uses except for those noted shall be conducted within enclosed structures. The primary uses identified in Table 5.02-1 shall be permitted or conditionally permitted, as indicated:

P	Where the symbol "P" appears, the use shall be permitted.
MCS	Where the symbol "MCS" appears the use shall be permitted subject to the issuance of a Minor Conditional Use Permit by staff, in accordance with Subsection 57.04, Conditional Use Permits and Minor Conditional Use Permits, of this chapter.
P/C	Where the symbol "P/C" appears the use may be permitted if certain criteria is met or otherwise a Conditional Use Permit shall be required, in accordance with Section XI-10-57.04, Conditional Use Permits, of this Chapter.
C	Where the symbol "C" appears, the use shall be permitted subject to the issuance of a Conditional Use Permit, in accordance with Subsection 57.04, Conditional Use Permits and Minor Conditional Use Permits, of this Chapter.
MC	Where the symbol "MC" appears, the use shall be permitted subject to the issuance of a Minor Conditional Use Permit, in accordance with Subsection 57.04, Conditional Use Permits and Minor Conditional Use Permits, of this chapter.
O	Where the symbol "O" appears, the use is subject to an alternative review process described in a subsequent footnote.

- B. Prohibited Uses. The following uses are prohibited:
1. Uses where the symbol "NP" appears within Table 5.02-1.
2. Uses that have been excluded from Table 5.02-1, unless they are found by the City to be similar to permitted or conditionally permitted uses in accordance with C below.

3. Any residential uses in the Town Center Zone shall strictly be prohibited provided residential uses constructed on or before February 17, 2015 or any project securing an approved tentative map or site development permit for construction of residential uses on or before February 17, 2015 shall be exempt from this prohibition and Milpitas Zoning Code Section 56, Nonconforming Buildings and Uses.

- C. Other Uses. Any other uses may be considered by the Planning Commission that are similar in accordance with the procedure prescribed in Subsection 10-54.02, Other Uses Permitted by Commission, of this Chapter.

**Table XI-10-5.02-1
Commercial Zone Uses**

Use	CO	C1	C2	HS	TC
1. Commercial Uses					
Alcoholic beverage sales	C ⁶	C	C	NP	C
Art/photography studio or gallery	NP	P	P	P	P
Bookstore	NP	P	P	P	P
Commercial services ¹	P	P	P	NP	P
Funeral home or mortician	NP	NP	C	C	NP
Furniture sales	NP	P	P	P	P
Grocery store (supermarkets)					
Within 1,000 ft. of residential zone	NP	C	C	C	C
Not within 1,000 ft. of residential zone	NP	P	P	P	P
Head/smoke/tobacco shop	NP	C	C	NP	C
Home improvement (hardware, blinds, interior decorating, etc.)	NP	P	P	C	P
Not fully enclosed operation	NP	C	C	C	C
Household appliance store ⁷	NP	NP	P	P	NP
Small appliance repair	NP	NP	MCS	P	NP
Large appliance repair	NP	NP	NP	P	NP
Janitorial services	NP	NP	P	P	NP
Newsstand					
Indoor	P	P	P	NP	P
Outdoor	C	C	C	NP	C
Nursery (flower or plant)					
Indoor	NP	NP	P ²	P	P
Outdoor	NP	NP	C	P	NP
Office supply sales (stationery, equipment)	P	P	P	P	P
Paint and wallpaper stores	NP	NP	P	P	P
Pawnshops	NP	NP	C	NP	NP
Pet stores	NP	NP	P	P	P
Printing (newspaper, publishing)	NP	NP	P	P	P
Rentals (medical supplies, costumes, party equipment, office equipment)	NP	NP	P	P	P
Retail stores, general merchandise	NP	P	P	NP	P
Tanning salon	NP	NP	P	NP	P
Thrift store ³	NP	C	P	P	P
2. Entertainment and Recreation					
Adult business ⁴	NP	NP	NP	P	NP

Bowling alley	NP	NP	P	P	P
Commercial athletic facilities					
Indoor	NP	C	P	P	P
Outdoor	NP	NP	NP	C	NP
Motion picture theater (See 7 below)					
Recreation or entertainment facility	NP	C	C	C	C
Shooting range, indoor	NP	NP	NP	C	NP
3. Health and Veterinarian Uses					
Animal grooming (no boarding)	NP	P	P	P	P
Hospital	C	NP	C	C	C
Kennel	NP	NP	C	NP	NP
Massage establishment ¹⁵	NP	NP	MC	MC	MC
Massage establishment, accessory ¹⁵	NP	NP	MCS	MCS	MCS
Medical and dental office	P	P	P	NP	P
Medical and dental clinic	P	C	C	NP	P
Medical support laboratories	P	C	C	C	C
Optician and optometrist shop	P	P	P	NP	P
Pharmacy or drug store	NP	P	P	P	P
Sauna and steam bath	NP	NP	NP	P	NP
Veterinary clinic	NP	NP	P	P	P
4. Industrial Uses⁵					
Assembly from pre-processed materials	NP	NP	C	NP	NP
Commercial fueling facility	NP	NP	NP	C	NP
Commercial laboratory	NP	NP	C	P	NP
Contractor's yards and offices	NP	NP	C	C	NP
Disinfection and extermination business	NP	NP	C	P	NP
Dry cleaning plant	NP	NP	NP	P	NP
Food storage locker	NP	NP	NP	P	NP
Landscape contractor	NP	NP	C	P	NP
Lumberyards	NP	NP	C	C	NP
Mini-storage complex	NP	NP	C	C	NP
Plumbing, metalworking, glassworking or woodworking	NP	NP	C	C	NP
Research & development	NP	NP	C	NP	NP
Sign sales and fabrication (Electric and neon sign, sign painting)	NP	NP	C	P	NP
Warehousing and wholesale	NP	NP	C	NP	NP
5. Lodging					
Hotel and motel	NP	NP	C	C	C
6. Professional Offices, Financial Institutions and Related Uses					
Automatic teller machines (freestanding) ⁶	NP	P	P	P	P
Financial institutions (banks, savings and loans, etc.)	P	P	P	P	P
General offices (administrative and business services, real estate, travel agencies, etc.)	P	P	P	P	P
7. Public, Quasi-Public and Assembly Uses					
Auction hall	NP	NP	C	C	C
Child care					

Child care center	C	C	C	C	C
Day care school	C	C	C	C	C
Large family child care home	NP	NP	NP	NP	C
Small family child care home	NP	NP	NP	NP	C
Places of assembly	C	C	C	C	C
Cultural center	NP	NP	C	C	C
Educational institutions					
Schools, private (elementary, middle, high)	NP	NP	C	NP	C
Trade and vocational school	C	NP	P	P	C
Farmer's market (not including flea market)	NP	C	C	C	C
Instruction					
Group ⁸	MCS	MCS	MCS	MCS	MCS
Private	P	P	P	P	P
Motion picture theater					
Indoor	NP	C	C	C	C
Outdoor	NP	NP	NP	C	NP
Parking facility, storage garage	NP	P	P	C	C
Public utilities	C	C	C	C	C
Transportation facility (taxi, limousine, etc.)	NP	NP	C	C	C
8. Restaurants or Food Service					
Banquet hall	NP	NP	C	C	C
Bar or nightclub	NP	NP	C ¹⁷	C	C ¹⁷
Catering establishment	C	NP	P	P	P
Restaurants	C ⁷	P	P	P	P
<u>With music (indoor/outdoor)</u>	<u>NP</u>	<u>P ¹⁷</u>	<u>P ¹⁷</u>	<u>C</u>	<u>P ¹⁷</u>
With <u>other</u> live entertainment/dancing ¹⁸	NP	NP	C	C	C
With drive-in or drive-through	NP	C	C	C	C
With ancillary on-premise beer & wine with no separate bar	NP	MC	PMC	MC	MC
Mobile Food Vending (individual vehicle) ¹⁶	P	P	P	P	P
Mobile Food Park ¹⁶	MC	MC	MC	MC	MC
Commissary	MC	P	P	P	MC
9. Residential Uses					
Caretaker (in conjunction with contractor's yard or mini-storage complex)	NP	NP	C	C	NP
Emergency shelters ⁹	NP	NP	NP	P/C	NP
Single-room occupancy residences ¹⁰	NP	NP	NP	C	NP
10. Vehicle Related Uses					
Auto repair (tire, oil change, smog check, etc.)	NP	NP	C	C	NP
Auto sales and rental, outdoor (new and used cars, RV and truck)	NP	NP	C	C	NP
Auto broker (wholesale, no vehicles on site)	MCS	MCS	MCS	MCS	MCS
Car wash	NP	NP	C	C	NP
Service stations (with or without repair or retail) ¹¹	C	C	C	C	C
Drive through uses (restaurants, pharmacies, etc.)	NP	C	C	C	C
11. Unclassified Uses					

Accessory structures ¹²	P	P	P	P	P	Item # C6.
Model home complex ¹³	NP	NP	NP	NP	P	
Mortuary or crematory	NP	NP	NP	C	NP	
Radio or television station	NP	NP	C	P	NP	
Temporary seasonal sales ¹⁴	NP	P	P	P	P	

- ¹ Refer to the definition for "Commercial Services" in Section 2, Definitions, of this Chapter.
- ² Provided that all incidental equipment and supplies, including fertilizer and empty cans, are kept within a building.
- ³ Refer to XI-10-5.04, Commercial Zone Special Development Standards, of this Chapter.
- ⁴ In accordance with the Title III, Chapter 4, Adult Business Ordinance, and Subsection 13.04, Adult Businesses, of this Chapter.
- ⁵ For conditionally permitted uses, refer to Subsection 57.04(C) (9), Certain Industrial Uses within Commercial Districts, of this Chapter.
- ⁶ Refer to Subsection 57.03, Site Development Permits and Minor Site Development Permits, of this Chapter.
- ⁷ When intended to serve the occupants and patrons of the permitted use (office, etc.) and conducted and entered from within the building and provided there is no exterior display of advertising.
- ⁸ Refer to Subsection 5.02-1, Commercial Zone Special Uses, of this Section.
- ⁹ Refer to XI-10-13.14, Special Uses, Emergency Shelters, of this Chapter.
- ¹⁰ Refer to XI-10-13.13, Special Uses, Single Room Occupancy Residences, of this Chapter.
- ¹¹ Refer to Subsection XI-10-6.02-2, Special Uses, of this Chapter, for standards. Service stations shall follow the "General development policy: Gasoline service stations, and automotive service centers" adopted by the City Council on December 19, 1995.
- ¹² Not including warehouses on the same site as the permitted use.
- ¹³ No tract sign shall be permitted within 600 feet of a Santa Clara County Expressway.
- ¹⁴ Refer to Section 13.11, Temporary Uses and Structures, of this Chapter.
- ¹⁵ Massage establishments are subject to Title III, Chapter 6 of the Milpitas Municipal Code and Subsection XI-10-13.16 of this title. Refer to Subsection XI-10-13.16, of this Title, for special provisions for massage establishments.
- ¹⁶ Refer to Subsection XI-10-13.18, Mobile Food Vending, of this Chapter.
- ¹⁷ [Indoor or outdoor music is permitted as an accessory use on the same parcel in conjunction with a restaurant or bar that is a principal permitted use or approved conditional use in the C1, C2, and TC zones. See also Subsection XI-10-5.04\(E\) for additional regulations.](#)
- ¹⁸ [Examples of "other live entertainment" include, but are not limited to, stand-up comedy, theatrical shows, magic shows, and karaoke.](#)

Title XI, Chapter 10, Section 5 (Commercial Zones and Standards), Subsection XI-10-5.04 (Commercial Zone Special Development Standards) of the Milpitas Municipal Code is hereby amended to read as follows:

XI-10-5.04 Commercial Zone Special Development Standards

A. All Zones.

1. Areas for Collecting and Loading Recyclable Materials. There shall be provided areas for collecting materials in accordance with Subsection 54.12, Areas for collecting and loading recyclable materials, of this Chapter.
2. All outdoor storage areas of such things as trash and materials shall be within a completely enclosed building or behind a visually obscure solid wall or tight board fence a minimum six (6) feet in height and shall not be located within any front or street side yard setback area.
3. Such uses, operations or products shall not be objectionable due to odor, dust, smoke, noise, vibration or other similar causes.

B. TC Zone.

1. Setbacks for Residential Projects. Except for the Calaveras Boulevard setback, all other setbacks shall be determined through a Site Development Permit.

- C. Neighborhood Commercial (C1) Zone. Thrift stores shall comply with each of the following standards:
1. Signage prohibiting dumping of merchandise during non-business hours shall be installed in conspicuous locations to the satisfaction of the Planning Director indicating penalties and fines for such activity. Signage shall include daytime collection hours for donated goods.
 2. A designated area inside the building shall be established for the receipt, sorting and processing of goods. Donated goods shall be accepted only inside the building and during regular business hours; no donated goods shall be left outside. Loading and unloading must take place in a designated area that shall be cleared, cleaned and maintained before closing of business each day.
 3. The storefront windows shall be permanently maintained as displays of merchandise in a professional and attractive manner (i.e., unsightly clothing racks and displays shall not be placed adjacent to the windows).
 4. Any goods or materials left outside of the store overnight shall be removed immediately upon the thrift store opening the next business day.
 5. Outdoor storage or display of donated goods or merchandise shall not be permitted.
 6. The subject property shall be maintained free of trash, debris, any all other goods at all times.
 7. Thrift stores shall not be located closer than one thousand (1000) feet from another thrift store.
- D. General Commercial (C2) and Town Center (TC) Zones.
1. In deciding whether to grant a request for additional building height through the Conditional Use Permit process pursuant to Section XI-10-57.04(C)(1), the Planning Commission shall consider site conditions, design elements, and other factors including but not limited to (a) width of right-of-way of principal street; (b) proximity of the site to low- or medium-density residential districts (R1, R2, and R3); (c) building setbacks in relation to proposed building height in excess of 35 feet; and (d) upper story setbacks.

E. Outdoor Music

1. Outdoor music as an accessory use in conjunction with a restaurant or bar in the C1, C2, or TC zone shall be permitted for the entertainment and enjoyment of customers at the restaurant or bar during regular operating hours. Outdoor music as an accessory use shall be limited to the hours of 9:00 am to 11:00 pm.
2. Recorded background music may be permitted outdoors on public sidewalks and in other public areas subject to the standards of this Chapter and Title V – Public Health, Safety and Welfare, Chapter 213 – Noise Abatement.
3. Noise levels for outdoor music, when permitted as an accessory use to a restaurant or bar, shall not exceed a maximum range of 70 to 90 decibels (dB). See also Title V – Public Health, Safety and Welfare, Subsections V-213-2 and V-213-3, for additional regulations.
4. Larger outdoor music events, both live and recorded music, which are intended for the entertainment and enjoyment of the general public shall require a Special Event Permit pursuant to Section 15, Special Events and Activities, of this Chapter.
5. Minor outdoor music events, both live and recorded music, which are hosted onsite by a business with nine (9) or fewer employees shall be exempt from applicable permit and fee requirements.

SECTION 7. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE XI, CHAPTER 10, SECTION 6

Item # C6.

Title XI, Chapter 10, Section 6 (Mixed Use Zones and Standards), Subsection XI-10-6.02 (Mixed Use Regulations) of the Milpitas Municipal Code is hereby amended to read as follows:

XI-10-6.02 Mixed Use Regulations

A. Permitted and Conditionally Permitted Uses.

- 1. Primary uses. The uses identified in Table 6.02-1, Mixed Use Zone Uses, shall be the primary uses allowed to occur on a property. All uses except for those noted shall be conducted within enclosed structures. The primary uses identified in Table 6.02-1 shall be permitted or conditionally permitted, as indicated:

P	Where the symbol "P" appears, the use shall be permitted.
MCS	Where the symbol "MCS" appears, the use shall be permitted subject to the issuance of a Minor Conditional Use Permit by staff, in accordance with Section 57.04, Conditional Use Permits and Minor Conditional Use Permits, of this chapter.
P/C	Where the symbol "P/C" appears the use may be permitted if certain criteria is met or otherwise a Conditional Use Permit shall be required, in accordance with Section XI-10-57.04, Conditional Use Permits, of this Chapter.
C	Where the symbol "C" appears, the use shall be permitted subject to the issuance of a Conditional Use Permit, in accordance with Section 57.04, Conditional Use Permits and Minor Conditional Use Permits, of this chapter.
MC	Where the symbol "MC" appears, the use shall be permitted subject to the issuance of a Minor Conditional Use Permit, in accordance with Section 57.04, Conditional Use Permits and Minor Conditional Use Permits, of this chapter.
O	Where the symbol "O" appears, the use is subject to an alternative review process described in a subsequent footnote.

2. Accessory Uses.

- a. Massage Services. Massage services may be allowed as an accessory use to any permitted or conditionally permitted medical office, medical clinic, chiropractor practice, acupuncture practice, physical therapist, fitness and athletic facility, health care facility (such as hospitals, nursing homes and sanitariums), and accredited school, college, and university. Massage services, limited to massage of the head, neck, shoulders, hands and feet may be allowed as an accessory use to any permitted or conditionally permitted beauty salon, barbershop, and healing art practices. This section shall not exempt any person or business from complying with all the provisions of Title III, Chapter 6.

B. Prohibited Uses. The following uses are prohibited:

- 1. Uses where the symbol "NP" appears within Table 6.02-1.
- 2. The following uses are not permitted in any mixed use zone:
 - a. Adult Businesses as defined in Subsection 13.04, Adult Businesses, of this Chapter.
 - b. Disinfecting and extermination business.
 - c. Ground level residential in the Ground Level Commercial Area as shown on the Midtown Specific Plan Land Use Map, Figure 3.1 and Zoning Map.
 - d. Outdoor storage of vehicles.

- e. Private self-storage facilities
 - f. Single family detached dwellings
 - g. Two family dwelling units
 - h. Drive through uses (restaurants, pharmacies, etc.)
- C. Other Uses. Any other uses may be considered by the Planning Commission that are similar in accordance with the procedure, prescribed in Subsection 10-54.02, Other Uses Permitted by Commission, of this Chapter.

**Table XI-10-6.02-1
Mixed Use Zone Uses**

Use	MXD	MXD2		MXD3
		Ground Level (Facing Retail street)	Upper Floor	
1. Commercial Uses				
Alcohol beverage sales	C	C	C	C
Commercial services ¹	MCS	MCS	MCS	MCS
Grocery stores (supermarkets)	C	C	C	C
Pawnshops ²	C	C	C	C
Pet shops	C	NP	NP	NP
Retail stores, general merchandise ³	MCS	MCS	MCS	MCS
Tanning salons	P	P	P	P
Thrift shops (used merchandise)				
Retail	P	P	P	P
With collections	C	C	C	C
2. Entertainment and Recreation				
Commercial athletic facilities	P	P	P	P
Motion picture theater (see 6 below)				
Recreation or entertainment facility	C	C	C	C
3. Health and Veterinarian Uses				
Animal grooming (no boarding)	P	P	NP	P
Hospitals or sanitariums ⁴	C	C	C	C
Massage establishment ¹⁷¹⁸	MC	MC	MC	MC
Massage establishment, accessory ¹⁷¹⁸	MCS	MCS	MCS	MCS
Medical or dental offices and clinics	P	NP	P	P
Medical support laboratories	P	P	P	P
Optician and optometrist shop	P	P	P	P
Pharmacy or drug store	P	P	P	P
Veterinarian clinic	P	P	P	P
4. Lodging				
Bed and breakfast	P	P	NP	NP
Boarding houses (3 or more persons)	C	C	C	C
Group dwellings	C	C	C	C
Hotels	C	P	P	P
Motels	C	C	C	C
5. Professional Offices, Financial Institutions and Related Uses ⁴				
Financial institutions (banks, savings and loans, etc.)	MCS	NP	MCS	P

Offices ³	MCS	NP	MCS	P
6. Public/Quasi Public and Assembly Uses				
Child care				
Child care center	C	P	C	P
Day care school	C	C	C	
Large family child care home	P	P	C	P
Small family child care home	P	P	P	P
Instruction				
Group ¹³¹⁴	P	NP	NP	NP
Private	P	P	P	P
Park, playground or community center ⁵	O	O	O	O
Places of assembly ⁴	C	C	C	C
Public utilities	C	C	C	C
Schools, private (elementary, middle and high) ⁴	C	C	C	C
Theaters (Indoor)	C	C	C	C
Trade and vocational schools ⁴	C	C	C	C
Transportation facilities ²	C	C	C	C
7. Residential Uses				
Multi-family housing ⁷	P	NP	P	P
Transitional and supportive housing ⁷	P	NP	P	P
Accessory Dwelling Unit ¹⁹²⁰	P	NP	P	P
8. Restaurants or Food Service				
Bar or nightclub	C ¹⁰	C ¹⁰	C	C ¹⁰
Brewery/Eateries ¹⁰	MCS	MCS	NP	MCS
Catering establishments	C	C	C	C
Restaurants ²	P/C	P/C	NP P/C	P/C
With music (indoor/outdoor)	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰
With other live entertainment/dancing ¹¹ and entertainment	C	C	C	C
With ancillary on-premise beer & wine with no separate bar	P	P	P	P
Mobile Food Vending (individual vehicle) ²⁰²¹	P	P	NP	P
Mobile Food Park ²⁰²¹	MC	NP	NP	MC
Commissary	MC	NP	NP	MC
9. Unclassified Uses				
Artisan Studios & Live-work units, woodworking or glassworking, plumbing or metalworking and sign shops ²	MCS	MCS	MCS	MCS
Lobbies and entries for upper floor uses	P	P	NP	P
Model home complex ¹¹¹²	P	P	P	P
Mixed use developments ¹²¹³	P	P	P	P
Planned Unit Development ¹³¹⁴	P	P	P	P
Temporary seasonal sales ¹⁴¹⁵	P	P	P	P
Short-Term Rentals ¹⁸¹⁹	P	NP	P	P
10. Vehicle-Related Repair, Sales and Services				
Auto sales and rental ¹⁵¹⁶	C	C	C	C
Auto broker (wholesale, no vehicles on site) ²	MCS	MCS	MCS	MCS

Vehicle service uses ⁴⁶¹⁷	C	NP	NP	C	Item # C6.
--------------------------------------	---	----	----	---	------------

¹ Refer to Subsection XI-10-6.02-1(B), Performance standards for certain uses, of this Chapter, for standards.

² Refer to Subsection XI-10-6.02-1, Special Uses, of this Chapter, for standards.

³ Refer to Subsection XI-10-6.02-1(B) Performance standards for certain uses, of this Chapter.

⁴ Refer to Subsection XI-10-6.02-2, Quasi-Public Uses, of this Chapter, for standards.

⁵ For parks, playgrounds or community center owned and operated by a government agency or a nonprofit community organization.

⁶ Refer to XI-10-13.14, Special Uses, Emergency Shelters, of this Chapter.

⁷ Ground level residential is prohibited in the Ground Level Commercial Area as shown on the Midtown Specific Plan Land Use Map, Figure 3.1.

⁸ Refer to XI-10-13.13, Special Uses, Single Room Occupancy Residences, of this Chapter.

⁹ Uses serving upper-floor residential uses, such as common gathering space, lobby, and resident services, may be allowed as ground floor uses where residential uses would otherwise not be permitted.

¹⁰ ~~Reserved.~~ Indoor or outdoor music is permitted as an accessory use on the same parcel in conjunction with a restaurant or bar that is a principal permitted use or approved conditional use in the MXD, MXD2, and MXD3 zones. See also Subsection XI-10-6.06(B) for additional regulations.

¹¹ Examples of “other live entertainment” include, but are not limited to, stand-up comedy, theatrical shows, magic shows, and karaoke.

^{44 12} Refer to Subsection XI-10-13.11I, Model Home Complexes and Sales Offices, of this Chapter for temporary tract offices.

⁴²⁻¹³ Which include only permitted uses.

^{43 14} Refer to Section XI-10-54.07, Planned Unit Developments, of this Chapter, for standards.

^{44 15} Refer to Section XI-10-13.11(D), Temporary Seasonal Sales, of this Chapter.

^{45 16} New and used auto, recreational vehicle and boat sales, excluding commercial vehicles, trucks, buses, vans, and farm equipment, with accessory repairs and services, only allowed if fully enclosed within a building. Bicycle and auto rental agency, excluding commercial vehicles, trucks, buses, vans, boats and RV rentals, only if fully enclosed within a building.

^{46 17} Refer to Subsection XI-10-6.02-2, Special Uses, of this Chapter, for standards. Service stations shall follow the “General development policy: Gasoline service stations, and automotive service centers” adopted by the City Council on December 19, 1995.

^{47 18} Massage establishments are subject to Title III, Chapter 6 of the Milpitas Municipal Code and Subsection XI-10-13.16 of this title. Refer to Subsection XI-10-13.16, of this Title, for special provisions for massage establishments.

^{48 19} Only allowed within a dwelling unit, subject to the requirements of Subsection XI-10-13.17, Short-Term Rentals, of this Chapter.

^{49 20} Only allowed within multi-family dwellings, subject to the requirements of Subsection XI-10-13.08, Accessory Dwelling Units, of this Chapter.

^{20 21} Refer to Subsection XI-10-13.18, Mobile Food Vending, of this Chapter.

6.02-1 Mixed Use Zone Special Uses

- A. Special Uses within all MXD zones. Certain uses noted in Table 6.02-1, Mixed Use Zone Uses may be allowed through the approval of a Conditional Use Permit and Minor Conditional Use Permits, in accordance with Subsection 57.04, Conditional Use Permits, of this Chapter, if they are not located within one thousand (1,000) feet of another same use listed below. This distance shall be measured from the property line of the parcel where such use is located.
 1. Auto service uses, including but not limited to: gasoline service stations, car washes, tire shops, towing without vehicle storage and auto repair shops of all kinds, radiators, paint, body, glass, brakes, upholstery, and other similar types.
 2. Local transportation service facilities (e.g. taxi, parcel service, ambulance, armored car, and van storage) without outdoor storage of vehicles.
 3. Pawnshops.
- B. Performance Standards for Certain Uses. For uses requiring approval of a Minor Conditional Use Permit by staff, in accordance with Section XI-10-57.04, Conditional Use Permits and Minor Conditional Use Permits, of this Chapter, the following performance standards below shall be met.

1. Auto Brokers. Auto Brokers may be permitted by right if the following standards are met:
 - a. Local Sales and Use Tax. In order to assist the City of Milpitas in its efforts to receive direct distribution of the local tax on materials associated with the project, the California Sales and Use Tax (the "Local Tax") shall be allocated to the project site, to the extent reasonably possible. Evidence of tax allocation or cause as to why such allocation cannot be made shall be submitted at the time of business license submittal.
2. Auto Service Uses. Auto Service uses shall comply with the following standards:
 - a. All operations shall be conducted completely within an enclosed building.
 - b. Entrances to the service bays shall not be open to the street but shall be designed to face the rear or interior side property line.
3. Artisans, Plumbing, Metalworking, Sign Shops and Woodworking or glass working shops. These uses shall comply with the following standards:
 - a. All operations shall be conducted completely within an enclosed building.
 - b. There shall be no dust, fume, or odor either emitted from the premise.
 - c. The operations shall not create excessive vibrations.
 - d. The operations shall be consistent with the City's noise standards.
 - e. Plumbing, metalworking, sign shops, woodworking or glass working shops shall not be closer than 1,000 feet of another same use measured from the property line.
4. Commercial Services uses shall comply with the following:
 - a. When located within the MXD zone:
 - i. Located in the area designated for ground floor retail and are less than or equal to ten thousand (10,000) square feet in gross floor area;
 - ii. Located in the areas not designated for ground floor retail and are less than or equal to fifty thousand (50,000) square feet in gross floor area.
 - b. When located within the MXD2 and MXD3 zones they are less than or equal to fifty thousand (50,000) square feet in gross floor area;
 - c. They are not open past 10:00 p.m.;
 - d. They are not specifically noted in Table 6.02-1, Mixed Use Zone Uses, of this chapter, requiring Conditional Use Permit approval or listed as a prohibited use;
 - e. They are not listed as a prohibited use in Section 10-6.02 (B), Prohibited Uses, of this Chapter.

If items a through c above are not met, then approval of a Conditional Use Permit is required in accordance with Subsection 57.04, Conditional Use Permits and Minor Conditional Use Permits, of this Chapter.

5. Group Instruction uses shall comply with the following standards:
 - a. No loitering shall be permitted before or after any classes or sessions.
6. Restaurants may be permitted provided:
 - ~~a. They provide no dancing or live entertainment;~~
 - ba. They have only ancillary on-premise consumption of beer and wine associated with food sales;
 - eb. They have no separate bar area;

dc. When located within the MXD2 and MXD3 zones they are located on the ground floor of a building that is adjacent to a public street designated as a retail mixed use street; and

ed. They conform to the performance standards listed in this subsection (f) below.

If items (a) through (dc) above are not met, then approval of a Conditional Use Permit is required in accordance with Section 57, of this Chapter.

Fe. Restaurant Performance Standards. Restaurants shall comply with the following performance standards:

- i. Seating shall not exceed that which the amount of parking allocated for the restaurant space would allow. A sign measuring at least one (1) foot by one (1) foot, with a lettering height of at least three (3) inches, shall be placed in a conspicuous location near the restaurant front entrance stating the maximum total seating allowed. Outdoor seating is allowed if it has been approved as part of the facility's Minor Site Development Permit or Site Development Permit and is operated in conformance with any conditions of that approval.
 - ii. The restaurant shall comply with the City Council's Guidelines for Recycling Enclosures (Resolution No. 6296).
 - iii. The restaurant shall incorporate measures to reduce odors to acceptable levels, including, but not limited to, installation of a scrubber, carbon filter or similar equipment, on the roof vent to control odors.
 - iv. All the facility's floor drains, trash compactors and indoor mat and equipment washing areas shall be drained to the sanitary sewer.
 - v. Where applicable, the restaurant shall maintain an active account with a tallow hauling company.
 - vi. The restaurant shall prepare and implement a program assigning restaurant staff responsibility for complying with the following guidelines which shall be adhered to while the restaurant is in operation:
 - 1) Wash all containers and equipment in the kitchen areas so that wash water may drain into the sanitary sewer.
 - 2) Keep garbage dumpsters clean inside and out; replace very dirty dumpsters with new, clean ones.
 - 3) Double bag waste to prevent leaking.
 - 4) Place, do not drop or throw, waste-filled bags, to prevent leaking.
 - 5) Keep the ground under and around the garbage dumpsters swept.
 - 6) Sprinkle the ground lightly after sweeping with a mixture of water and a little bleach.
 - 7) Hold training sessions to instruct employees on the proper procedures in the handling and disposal of food items; the general maintenance and use of the compactor and any other procedures that would assist the business in complying with all State and local health and sanitation standards. A record of such training must be kept to prove compliance with this requirement.
 - 8) Post signs (in English and multi-lingual) inside the premises for all employees identifying procedures for food delivery and garbage disposal.
 - 9) All garbage bins shall be stored in the garbage enclosure except for the twelve (12) hours immediately before and after garbage collection.
7. Retail and Offices shall comply with the following:
- a. When located within the MXD zone:

- i. Located in the area designated for ground floor retail and are less than or equal to thousand (10,000) square feet in gross floor area;
- ii. Located in the areas not designated for ground floor retail and are less than or equal to fifty thousand (50,000) square feet in gross floor area.
- b. When located within the MXD2 and MXD3 zones they are less than or equal to fifty thousand (50,000) square feet in gross floor area;
- c. They are not open past 10:00 p.m.;
- d. They are not specifically noted in Table 6.02-1, Mixed Use Zone Uses, of this Chapter, requiring Conditional Use Permit approval or listed as a prohibited use; and
- e. They are not listed as a prohibited use in Section 10-6.02 (B), Prohibited Uses, of this Chapter.

If items a through c above are not met, then approval of a Conditional Use Permit is required in accordance with Section 57, Conditional Use Permits and Minor Conditional Use Permits, of this Chapter.

Title XI, Chapter 10, Section 6 (Mixed Use Zones and Standards), Subsection XI-10-6.06 (Special Development Standards) of the Milpitas Municipal Code is hereby amended to read as follows:

XI-10-6.06 Special Development Standards

A. Utilities.

1. Utilities shall be placed in underground or subsurface conduits.
2. All mechanical equipment, ground transformers and meters shall be located and screened to minimize visual impacts.
3. Rooftop mechanical equipment shall be concealed from street level views through roof designs that area architecturally integrated with the building, such as equipment wells and parapets.
4. Public utility distribution meters, vaults and similar installations shall be consolidated in a single area whenever possible and located away from highly visible areas such as street corners and public open spaces.
5. Backflow preventors shall be located within landscaped setback areas and painted black or dark green to minimize visual impact. Where no landscaped setback areas exist the backflow preventors shall be incorporated into the front of the building to minimize visual obtrusiveness.
6. Refuse and recycling containers shall not be visible from a public or private street. Such containers shall be stored either within the parking facility of the building or within a vehicular accessway with screening designed to meet the requirements of this section.
7. Trash enclosure walls shall incorporate building materials and colors that match the architecture of the building, and be well landscaped.
8. All telecommunications antennas shall be building I or roof mounted and screened appropriately.
9. On Main Street only telecommunication facilities that are disguised to appear as a part of the building architecture (i.e. “stealth” antennas) may be used.

B. Outdoor music

1. Outdoor music as an accessory use in conjunction with a restaurant or bar in the MXD, MXD2, or MXD3 zones shall be permitted for the entertainment and enjoyment of customers at the restaurant or bar during regular operating hours. Outdoor music as an accessory use shall be limited to the hours of 9:00 am to 11:00 pm.

2. Recorded background music may be permitted outdoors on public sidewalks and other areas subject to the standards of this Chapter and Title V – Public Health, Safety and Welfare, Chapter 213 – Noise Abatement.
3. Noise levels for outdoor music, when permitted as an accessory use to a restaurant or bar, shall not exceed a maximum range of 70 to 90 decibels (dB). See also Title V – Public Health, Safety and Welfare, Subsections V-213-2 and V-213-3, for additional regulations.
4. Larger outdoor music events, both live and recorded music, which are intended for the entertainment and enjoyment of the general public shall not be considered accessory uses and shall require a Special Event Permit pursuant to Section 15, Special Events and Activities, of this Chapter.
5. Minor outdoor music events, both live and recorded music, which are hosted onsite by a business with nine (9) or fewer employees shall be exempt from applicable permit and fee requirements.

SECTION 8. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE XI, CHAPTER 10, SECTION 15

Title XI, Chapter 10, Section 15 (Special Events and Activities), Subsection XI-10-15.03 (Review Requirement) of the Milpitas Municipal Code is hereby amended to read as follows:

XI-10-15.03 Review Requirement

Special Events shall require review and approval in accordance with Table XI-10-15.03-1, below.

**Table XI-10-15.03-1
Review Requirements for Special Events**

Threshold for review	Planning Director or Designee	Zoning Administrator
<u>Minor Events</u> <u>Fewer than 250 participants or attendees</u> <u>Takes place on a single day</u> <u>No street closures or amplified sound</u>	<u>X</u>	
Minor-Regular Events <u>Between 250 and 1,000 participants or attendees</u> <u>Between one and four consecutive days (including set up and tear down).</u> Any Special Event w<u>With or without amplified sound that does not exceed four consecutive days (including set up and tear down).</u> - Block parties on a residential street.¹	X	
Major Events <u>More than 1,000 participants or attendees anticipated</u> <u>Between four and seven consecutive days (including set up and tear down).²</u> Any Special Event that exceeds four consecutive days (including set up and tear down); up to seven days <u>w</u><u>With or without amplified sound</u>	X	

• and/or Requires street closures <u>(other than block parties on a residential street)</u> or any event that anticipates crowds exceeding 1,000 people.²		
<u>Multiple Reviews</u> <u>Recurring Events</u> • Recurring Special Events (up to four events per calendar year): Applicant may request a one-time review and issuance of a Special Event Permit for events which occur up to four times per calendar year for a permissible duration of four consecutive days for each recurring event.³ • Multi-Year<u>Annual Events</u>: Applicant may request a Special Event Permit good for up to three years for Special Events that will be held annually, for up to three consecutive years in the same location. Applicant must demonstrate that the same event location, layout, date and times are adhered to for each event.³	X	X
<u>Appeals or Revocations</u> • Hearing on a notice of decision to deny an application for Special Event Permit or to revoke or appeal a Special Event Permit.⁴		X

¹ See MMC V-100-13.05

² Permits for events exceeding seven days may be granted at the Planning Director's discretion.

³ Planning Director may recommend to Zoning Administrator for review and approval.

⁴ Appeals to the Zoning Administrator may only occur after denial or revocation by the Planning Director or designee.

Title XI, Chapter 10, Section 15 (Special Events and Activities), Subsection XI-10-15.04 (Definitions) of the Milpitas Municipal Code is hereby amended to read as follows:

XI-10-15.04 Definitions

The definitions set forth in this part shall govern the application and interpretation of this Section.

1. "Amplified Sound" means the use of any loudspeaker, public address system, amplifier, or any other device which electronically or mechanically increases the volume of the human voice, music, or any other sound.~~any sound created by the use of sound amplification equipment and/or performance with electric or acoustic instruments associated with a special event.~~
2. "Athletic Events" means a physical or endurance activity that includes but is not limited to races, runs, walkathons, bicycle tours and the like.
3. "Block Party" means a party for all the residents of a block or neighborhood, typically held on a temporarily closed City street.
4. "Business day" means any day except Saturday, Sunday and holidays observed by the City of Milpitas.
5. "Business License" means a permit issued by the City of Milpitas that allows individuals, companies, or other entities to transact and conduct business within the City limits.

6. "City Official" means an authorized officer of the City of Milpitas as appointed by the City or City Council.
7. "Director" means the Director or head of the department(s) designated to issue Special Event Permits, or such other person or persons designated by the Director to fulfill the responsibilities identified as the Director's responsibilities herein.
8. "Downtown" means the main business or commercial areas within the Midtown and Transit Area Specific Plan districts and the Town Center Zoning District.
9. "First Amendment Event" means conduct, the sole or principal object of which is the expression, dissemination or communication by verbal, visual, literary, or auditory means of opinion, views or ideas. Expressive activity includes, but is not limited to, public oratory and distribution of literature.
10. "Indigent Natural Person" includes, but is not limited to, a person enrolled or participating in a federal or state government assistance program for low-income or indigent persons such as general assistance, CalWORKS, Medi-Cal, food stamps, Supplemental Security Income (SSI), Women, Infants and Children (WIC), U.S. Department of Housing and Urban Development (HUD) Section 8 rental housing subsidy, and other subsidized or public housing.
11. "Indoor/Outdoor Facility Rental Agreement" means a rental agreement issued by the Recreation Services Department to conduct a special event in a park.
12. "Mobile Food Vending Event" means an event where two or more mobile food vehicles gather in one location for a period of seven consecutive days or less.
13. "Outside Agency" means any local, state or federal regulatory agency responsible for administering permits to allow certain activities within their purview. Outside agencies includes but not limited to other City jurisdictions, Santa Clara Valley Water District (SCVWD), Santa Clara Valley Transportation Authority (VTA), California Department of Transportation (Caltrans), California Department of Alcoholic Beverage Control, Santa Clara County Department of Environmental Health and Santa Clara County Roads and Airports.
14. "Parade" means an organized group marching in procession on a street. Parades do not include races, runs or other athletic events.
15. "Park", for purposes of this Section, means all outdoor areas managed by the Recreation Services Department, which are identified as a City park by the City, made available for use by the public as a park for recreation or open space purposes, and over which the City has the right of use for such purposes. The term "park" does not include outdoor areas adjacent to community centers not otherwise located within a City park, or property owned by school districts even if the property is used by the City for recreational purposes.
16. "Paseo" means a mall designed and used for pedestrian passage between two or more parallel streets and which is owned or controlled by the City. The definition of "paseo" includes any adjacent sidewalks.
17. "Permittee" means a person, company, corporation or entity that is given a permit or permission to hold a Special Event.
18. "Permit Applicant" means a person, company, corporation or entity that applies for a permit.
19. "Plaza" means a public square or similar open area in the downtown which is owned or controlled by the City. The definition of "plaza" includes any adjacent sidewalks.
20. "Public Right-of-Way" means any street, alley, or similar parcel of land, which is deeded, dedicated, or otherwise permanently appropriated to the public for public use.

21. "Regulations" means the policies, rules and regulations mandated by the City which govern the use of City sidewalks, streets, plazas, paseos, and parks.
22. "Simple Assembly" means a gathering of persons at a park, plaza or paseo that does not include any of the following:
 - a) The placement or erection of equipment or temporary structures other than one portable table and two chairs; or
 - b) Activities referenced in Section XI-10-15.04(23)(c) of this Code.
 - c) For purposes of illustration, a simple assembly can be a large gathering of 150 persons; no equipment or structures (other than a table and two chairs) are placed or erected; and the other activities (i.e., cooking, sale or public distribution of food and commercial merchandise) are not involved. Nothing herein prevents the use of handheld equipment, including a loudspeaker, and handheld signs at a simple assembly.
23. "Special Event" (Minor, Regular, or Major) means any indoor or outdoor event that consists of any combination of the following:
 - a) A parade or assembly consisting of persons, animals, vehicles, or any combination thereof, which is ~~to~~ intended to assemble or travel in unison on any street and which does not comply with applicable traffic regulations, laws, or controls;
 - b) An organized assemblage of 150 or more persons at a plaza, ~~or~~ park, or ~~75 or more persons on a paseo, or any assemblage that exceeds the maximum capacity of the plaza, park or paseo facility~~ gathered for a common purpose under the direction or control of a person or organization; or
 - c) An activity or event on a public right-of-way, plaza, paseo, park or private property which involves:
 - i. The placement or erection of equipment or temporary structures other than one portable table and two chairs, including but not limited to a booth, tent, canopy, stage, barricade, fencing, generator, heating equipment, sound amplifier, vehicle or float;
 - ii. The use of live animals, fireworks, pyrotechnics, electrical power and/or cabling, or equipment or materials that can create a risk of damage to public or private property or injury to persons;
 - iii. Cooking or the sale, preparation for sale or commercial distribution of food or beverages;
 - iv. The sale of commercial merchandise.
 - d) An activity which involves blocking off a street or other use of a street which obstructs the normal traffic thereon.
 - e) Examples of Special Events include, but are not limited to, concerts, parades, carnivals, fairs, festivals, block parties, public dances, street fairs, community events, sporting or athletic events, parties, meals, mobile food vending events, celebrations and receptions.
 - f) For definitions of "Major," "Regular," or "Minor" Special Events, see Table XI-10-15.03-1: Review Requirements for Special Events.
24. "Special Event Permit" means a permit issued pursuant to this Section, which authorizes the holder to conduct a Special Event at a Special Event Venue in accordance with its terms and conditions. A Special Event Permit includes a Temporary Street Closure Permit, Temporary Assembly Permit, Business License, and any outside agency regulatory permits that may be required for the operations and activities for the aforementioned Special Event.
25. "Special Event Venue" means the outdoor area (i.e., private property, street, park, paseo, or plaza) for which a Special Event Permit has been issued.

26. "Street" means a public or private right-of-way used for vehicular traffic that is owned, c or maintained by the City. The definition of "street" includes the entire street right-of-way inclusive of any and all adjacent sidewalks.
27. "Temporary Street Closure Permit" means a permit issued by the Chief of Police of the Milpitas Police Department or designee to conduct a special event on a public street.
28. "Temporary Assembly Permit" means a permit that is issued by the City of Milpitas Fire Marshal for the temporary assembly of 50 or more people associated with a Special Event.
29. "Temporary Collection Service Agreement" means an agreement between the Permittee and City's public service provider for the trash and recycling collection.
30. "Written Request" means written, typed or email correspondence submitted by the applicant to the Director or Designee. Text messages are not included.

SECTION 9. 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 10. 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.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve Report of Actions Taken by the City Manager During the City Council Summer Recess from June 21 through August 9, 2022 (Staff Contact: Ashwini Kantak, Assistant City Manager, 408-586-3056)
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	8/16/2022
	<u>Recommendation:</u> Approve Report of Actions Taken by the City Manager During the City Council Summer Recess from June 21 through August 9, 2022.

Background:

On June 21, 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 9, 2022. This delegation of authority was granted in order to ensure continued provision of critical services and benefits, legal compliance, and timely completion of projects.

The City is required by law to provide Workers' Compensation benefits to injured workers. The City is self-insured and provides these benefits utilizing the expertise of the vendor, Sedgwick, who administers claims, including claims processing, claims management and managed care services, which includes medical assessment of injured workers, claims investigation, and the payment and settlement of claims.

Analysis:

To continue workers compensation administration and to ensure legal compliance with state law, a contract in the amount of \$137,241 was executed with the current vendor, Sedgwick Claims Management for FY2022-23 services.

Fiscal Impact:

Under the delegated authority, \$137,241 was appropriated from the General Fund and Enterprise Funds as part of the approval of the FY 2022-23 Adopted Budget.

California Environmental Quality Act:

Not applicable.

Recommendation:

Approve Report of Actions Taken by the City Manager During the City Council Summer Recess from June 21 through August 9, 2022.

Attachment:

1. Sedgwick Contract

SERVICE AGREEMENT FOR ADMINISTRATION OF A CLAIMS PROGRAM

This Agreement is entered into effective the 1st day of July, 2022 (“Effective Date”), by and between Sedgwick Claims Management Services, Inc. (“Sedgwick”) and the City of Milpitas (“Client”).

RECITALS

1. Client self-insures its claims administration program for workers’ compensation risks and desires to have Sedgwick provide the specific services set forth below in connection with such self-insured program (the “Program,” as defined on Exhibit A, attached hereto).
2. Sedgwick is willing to provide such services on the terms and conditions hereinafter stated.

AGREEMENT

1. **Services to Be Performed by Sedgwick:** Sedgwick agrees to perform the following services:
 - A. With regard to Claims Administration, Sedgwick shall:
 - (1) During the term of this Agreement, review all claim and loss reports received from Client that are required to be reviewed under the Program (a “Qualified Claim”), and process each such claim or loss report in accordance with applicable statutory and administrative regulations;
 - (2) Conduct an investigation of each Qualified Claim to the extent deemed necessary by Sedgwick in the performance of its obligations hereunder;
 - (3) Arrange for independent investigators, appraisers, or medical or other experts to the extent deemed necessary by Sedgwick in connection with processing any Qualified Claim;
 - (4) Pay benefits, expenses, and adjust or settle each Qualified Claim, but only if in the sole judgment of Sedgwick such payment would be prudent for Client and the anticipated amount thereof does not exceed the limit specified in accordance with paragraphs 2F and 2G below, or as Client specifically approves or directs such action in writing;
 - (5) Maintain a file for each Qualified Claim which shall be the property of Client (for self-insured claims) or Insurer (for insured claims) and which shall be available for review by Client or Insurer during normal business hours upon three (3) days prior written notice;

- (6) Notify Client's first layer of insurance coverage for each Qualified Claim where the values may exceed Client's retention, providing such insurer with necessary information on the current status of those claims, unless relieved of this obligation by Client pursuant to paragraph 2A;
 - (7) Assist Client's counsel, if requested, in preparing the defense of litigated cases arising out of Qualified Claims, negotiating settlements and pursuing subrogation or contribution actions;
 - (8) Maintain a current estimate of the expected total cost of each Qualified Claim which is based on facts known at the estimation date, but is not trended or actuarially developed;
 - (9) Use a proprietary data management system to furnish to Client agreed upon loss and information reports. These reports shall contain information such as each Qualified Claim date, condensed claim description, payments made, estimated future costs and total expected costs of all Qualified Claims, as well as summary and other data deemed relevant by Sedgwick, but not IBNR (incurred but not reported) claims or actuarially developed loss values; and
 - (10) Annually report federal, state and local 1099 information under Sedgwick's tax identification number(s) for vendor payments issued by Sedgwick on bank accounts established and managed by Sedgwick on behalf of Client, but not for payment authorizations when Sedgwick does not issue the checks. Client recognizes and agrees that any earnings credits realized on the account(s) will be utilized to offset banking analysis fees related to any Sedgwick managed claim fund account. To the extent that earnings credits do not off-set all bank account fees, Client shall pay the additional bank account fees due.
- B. Sedgwick will provide managed care services as set forth in the attached Managed Care Service Schedule.
 - C. Sedgwick shall provide the special investigative unit (SIU) services set forth in the attached SIU Service Schedule.
 - D. Sedgwick will provide the MMSEA/SCHIP Reporting services as set forth in the Medicare Reporting Services Schedule attached hereto.
 - E. Sedgwick will provide the clinical consultation services as set forth in the Clinical Consultation Services Schedule attached hereto.

2. **Obligations of Client:**

- A. Client shall provide Sedgwick in a timely manner with its first layer of insurance coverage for the policy years necessary for proper notification of applicable Qualified Claims to such first layer insurers by Sedgwick. Should Client fail to provide this information, Sedgwick shall be relieved of any such reporting obligations.
- B. Client shall pay to Sedgwick a service fee which, in the initial term of this Agreement, shall be computed and payable as shown in Exhibit B, attached hereto and made a part of this Agreement, plus applicable taxes, if any. Client shall reimburse Sedgwick for the reasonable and customary pre-approved out-of-pocket expenses incurred by Sedgwick such as pre-approved travel expenses in conjunction with the services being performed. If Client, in its sole discretion, requests Sedgwick to perform services outside of the scope of work listed herein, then Client shall compensate Sedgwick for such services at Sedgwick's then applicable standard rates for such services.
- C. Client shall at all times provide funds adequate for the payment of Qualified Claims, including allocated loss adjustment expenses. For purposes of this Agreement, allocated loss adjustment expenses shall mean all costs, charges or expenses incurred by Sedgwick, its agents or its employees which are properly chargeable to a Qualified Claim including, without limitation, court costs; fees and expenses of attorneys; appeal bonds; independent adjusters; investigators; appraisers; vocational services, training or evaluation; medical expenses and medical cost containment service providers (including those provided by Sedgwick, if applicable); durable medical equipment; rehabilitation services; experts and witnesses; fees for obtaining statements, diagrams, reports, records, documents, transcripts, depositions, Medicare reporting and compliance services fees and costs, index bureau filings and re-filings, and photographs; cost of file retrieval; cost associated with the pursuit of subrogation and/or Special Injury Fund claims; hearing representation services; and travel fees and expenses incurred at Client's request. Sedgwick may, but need not, elect to utilize its own staff or affiliated entities to perform these services. Associated fees and costs will be charged as allocated loss adjustment expenses.
- D. Client shall deposit funds for payment of Qualified Claims, including allocated loss adjustment expenses, in a bank account or accounts (the "Claim Account"). Client shall be responsible for providing sufficient funds to enable Sedgwick to write checks on the Claim Account for use in the payment of Client's Qualified Claims. Such funds shall be provided by electronic funds transfer at the inception of the Program and replenished by electronic funds transfer promptly from time to time thereafter. The amount of the escrow required for the Claim Account may be modified in the following instances:
- (1) There is a substantial increase or decrease in claims payment activity;
 - (2) Client fails to fund the Claim Account within the agreed upon time period;

- (3) There is a change in funding cycle;
 - (4) The escrow is recalculated at Client's request; or
 - (5) The escrow amount is automatically recalculated on an annual basis.
- E. It is expressly understood that Sedgwick shall not be required to advance its own funds to pay losses or allocated loss adjustment expenses for any Qualified Claim hereunder. It is further understood that if Client fails to promptly provide funds sufficient to allow required payments to be made timely, or if funds previously provided by or on behalf of Client are seized, frozen or otherwise unavailable to Sedgwick to allow required payments to be made timely on account of the bankruptcy, receivership, or other insolvency proceeding of Client [or Insurer, in cases where Insurer funds claim account], Sedgwick will have no obligation to perform any claims payments services during any period of underfunding.
- F. Sedgwick shall have full discretion to make an individual payment of an allocated loss adjustment expense in an amount up to \$0.00 on any Qualified Claim and shall not need the approval of Client to make such payments. This amount may be changed at any time by Client upon ten (10) days prior written notice to Sedgwick. It is agreed that Sedgwick shall have full authority and control in all matters pertaining to the payment, processing, investigation and administration of Qualified Claims within the limit established by this paragraph.
- G. Sedgwick shall have full discretion to redeem, compromise or settle any Qualified Claim for an amount not to exceed \$0.00 and shall not need the approval of Client to consummate such redemption, compromise or settlement. This amount may be changed at any time by Client upon ten (10) days prior written notice to Sedgwick. Failure of Sedgwick to settle a Qualified Claim within such limit, however, shall not subject Sedgwick to any liability whatsoever in the event of an adverse judgment entered by any court or the settlement of such Qualified Claim for an amount in excess of such limit.
- H. Should Client fail to make timely payments of any service fees due Sedgwick or should Client in any other way breach a material term of this Agreement, Sedgwick shall then have the right to refuse to perform any further services or terminate this Agreement. If Sedgwick elects to exercise its rights under this paragraph, in addition to all other legal or equitable remedies, Sedgwick will have the right to the fees for services performed up to the date of termination and may collect such fees not subject to a good faith reasonable payment dispute from any loss fund that may be in Sedgwick's care, custody and control.
- I. Upon receipt of any form of notice advising of facts which are or may be a Qualified Claim, Client shall promptly assign the Qualified Claim to Sedgwick for management. Client shall promptly provide Sedgwick with such information

as Sedgwick may require, including, but not limited to, any copy of documents describing its Program, including but not limited to documents submitted to any legal, administrative or regulatory authority for approval of the Program, as well as incident reports and related information in Client's possession and otherwise cooperate with Sedgwick in carrying out Sedgwick's tasks hereunder.

3. Discontinuance of Operations:

Should Client discontinue its business for any reason, all fees due Sedgwick shall be paid immediately. Sedgwick shall have no further obligation to continue to provide the services called for in this Agreement, and, at Sedgwick's option, this Agreement shall be considered terminated as of the date Client ceases operations or is subject to a bankruptcy or receivership filing, either voluntarily or involuntarily.

4. Covered Jurisdictions:

This Agreement shall cover all operations of Client in the state of California.

5. Term of Agreement and Termination:

- A. The term of this Agreement shall be for the period commencing on July 1, 2022 and ending on June 30, 2025. The Client, at its sole discretion, may elect to extend the term of this Agreement two (2) additional one (1) year terms for the periods of July 1, 2025 through June 30, 2026 and July 1, 2026 through June 30, 2027 by giving thirty (30) days written notice to Sedgwick prior to the expiration of the then current term.
- B. This Agreement may be terminated by either party at any time, provided that at least sixty (60) days prior written notice of the effective date of termination is given to the other party.
- C. Sedgwick is providing services to Client on a life of contract basis. If requested by Client, Sedgwick will continue to process Client's Qualified Claims remaining open at the expiration or termination of this Agreement, if any, provided that Client shall continue to make adequate funds available for the payment of such Qualified Claims, including any allocated loss adjustment expenses and pay information technology fees, fees for encrypted data files, program management fees, and any other applicable fees. This provision shall not apply unless the additional fee for this service shall have been negotiated and agreed to in writing prior to the effective date of termination.
- D. Upon expiration or termination of this Agreement, Sedgwick shall deliver, at Client's sole cost, the hard copy or imaged files, at Client's discretion, that Sedgwick has maintained for Qualified Claims (but not including any computer hardware, firmware, software or other proprietary information of Sedgwick), except those Sedgwick has agreed in writing to continue to process or files that

are owned by Insurer; provided, however, that Sedgwick or its agents, employees or attorneys shall continue to be entitled to inspect all such files and make copies or extracts there from. Imaged files shall be transferred to Client in the same electronic format. Client shall pay Sedgwick a one-time payment for transition of Qualified Claims as consideration for Sedgwick's associated costs, which costs may include, but are not limited to, carrier coordination, coordination with the new third party administrator, if any, necessary mailings and notifications, catalog and transfer of hard inventory, digital recording retrieval & transfer, advanced TTD payments, multiple loss runs, payment history for advanced TTD, claim hot list, banking reconciliation, validation of billings paid in field prior to transfer, field examiners validation and release of pending payments, client services & parameters group time (B2B interface shutoff, intake shutoff, CSI shutdown), as well as technology items such as preliminary and final data extract, image extract, bill review extract, MMSEA extract and hierarchy structure extract. If Client does not agree to accept such files, they will be retained or destroyed at Sedgwick's option, in accordance with applicable laws, and Client shall have no recourse against Sedgwick for failure to retain them.

- E. Should Client terminate the Agreement for convenience within the first twelve months of the Agreement, the Client shall pay Sedgwick fees equal to three months of the service fees. Should Client terminate for convenience within the second twelve months of the Agreement, the Client shall pay Sedgwick fees equal to two months of the service fees. Termination fees are payable within thirty (30) days of the date of notice of such termination.

6. Professional Advice:

Nothing in this Agreement is intended to require Sedgwick to engage in the practice of law, and services provided shall not be considered legal, tax or accounting advice, and Sedgwick shall in no event give, or be required to give, any legal opinion or provide any legal, tax or accounting representation to Client. Client acknowledges that Sedgwick has been engaged to provide certain professional services and that it is not the intent of the parties that Sedgwick assume any insurance risk. Sedgwick shall not act as an insurer for Client, and this Agreement shall not be construed as an insurance policy; it being understood that Sedgwick is in no event financially responsible for payment or satisfaction of Client's claims, lawsuits, or any form of cause of action against Client from Sedgwick funds.

7. Indemnification:

- A. Sedgwick shall be fully responsible for exercising reasonable care at all times in the performance of its obligations hereunder. However, Sedgwick shall have no responsibility to assume or be responsible for any litigation, proceeding, or any claim or demand, unless and until the parties agree or a finding is entered to the effect that it arises from Sedgwick's failure to exercise such reasonable care in the performance of its obligations hereunder. Sedgwick agrees to indemnify, hold

harmless and defend Client, its directors, officers, employees and agents from and against any and all liabilities, loss or damage that they may suffer as a result of any claim, demand, cost or judgment against them arising out of the negligence or willful misconduct of Sedgwick or Sedgwick's subcontractors in connection with its performance under this Agreement, provided that such acts or omissions do not arise out of or relate to instructions, procedures or forms supplied by Client or to Client's internal management or Client's adjustment of its claims. Each party agrees to keep the other fully informed of any matter for which it is defending, holding harmless or indemnifying the other party. Each party reserves the right to appoint its own counsel, at its own expense, regarding any matter defended hereunder and to approve any settlements of same.

- B. Notwithstanding anything to the contrary contained in the above paragraph, it is understood and agreed that if Client, directly or through a subcontractor or vendor of Client's choosing ("Client Subcontractor"), retains administration of a claim or performs any services for a claim Sedgwick administers, or if Client otherwise directs the administration of a claim, Client will be responsible for any acts or omissions of such Client Subcontractor or self-administration and to the extent permitted under applicable law, Client shall indemnify, defend, and hold Sedgwick, its officers, directors, employees and agents harmless from the losses, damages, costs, judgments and expenses (including attorneys' fees and costs) as a result of any litigation or proceeding, fines, penalties, revocation of license, or any other state regulatory investigation or action arising against Sedgwick related to the acts or omissions of Client or the Client Subcontractor.
- C. If Client's access to claim data includes the ability to add and modify data, Sedgwick shall not be required to verify, or otherwise be responsible for, the accuracy of data added or modified by Client.
- D. The parties agree that in no event shall Sedgwick's liability under this Agreement exceed the service fees paid (or to be paid in the first twelve (12) months of the Agreement) to Sedgwick for the twelve (12) months immediately prior to the event from which the claim or matter arises. IN NO EVENT SHALL SEDGWICK BE LIABLE FOR ANY LOSS OR DAMAGE TO REVENUES, PROFITS OR GOODWILL OR OTHER SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND RESULTING FROM ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT OR RESULTING FROM THE FURNISHING, PERFORMANCE, USE OR LOSS OF USE OF ANY SOFTWARE, SYSTEM, SITE, OR DELIVERABLE PROVIDED TO CLIENT HEREUNDER, INCLUDING WITHOUT LIMITATION ANY INTERRUPTION OF BUSINESS, EVEN IF SEDGWICK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
- E. Notwithstanding the foregoing, an indemnifying party will not settle a claim

without the indemnified party's written consent, unless such settlement results in (i) a full release of all parties, (ii) no liability to the indemnified party or future obligation of the indemnified party, and (iii) no admission of wrongdoing by Client or Sedgwick.

- F. The provisions of this section shall survive the expiration or termination of the Agreement.

8. Network Security/Confidentiality:

- A. If Client's access to the data management system requires a network connection (the "Network Connection") between Client's network and Sedgwick's network, Sedgwick and Client shall take reasonable and customary precautions to prevent unauthorized access to or use of the Network Connection through their respective networks. The parties agree, however, that each party is responsible for the security of its own network. Neither party shall be liable to the other for unauthorized access to the Network Connection, so long as the accused party shall have taken reasonable and customary precautions to prevent such unauthorized access.
- B. Whether or not marked as such, and without regard to the media in which such records are stored, "Confidential Information" shall mean:
- (1) any business or technical information pertaining to the parties herein or to third parties, which is furnished, disclosed or made available by one party to the other, including, without limitation, specifications, prototypes, software, marketing plans, financial data and personnel statistics; and
 - (2) Medical records, reports and information, as well as any other non-medical records, reports or information pertaining to claimants under the Program.
- C. Each party agrees to protect Confidential Information received hereunder with the same degree of care that such party exercises with its own confidential information (but in no event less than reasonable care) and to limit access and disclosure of Confidential Information only to their employees, agents and contractors who have a "need to know," and who agree to maintain confidentiality in accordance with this section, except as required by law. Notwithstanding the foregoing, Client agrees to permit Sedgwick to compile and disseminate aggregate, de-identified information for auditing, compliance, internal assessments, process improvement and related analytics, benchmarking purposes. Further, Sedgwick shall be entitled, without violation of this section and without the prior consent of Client, to retain claims administration information and to forward claims administration information to government agencies to the extent required by law for the proper performance of the services set forth herein.

D. The provisions of this section shall survive the expiration or termination of the Agreement.

9. Notices:

Any notice required to be given under this Agreement shall be sent by certified or registered mail, postage prepaid, to General Counsel - Americas, Sedgwick Claims Management Services, Inc., 8125 Sedgwick Way, Memphis, TN 38125, in the case of Sedgwick, and to Purchasing Agent, City of Milpitas, 455 E. Calaveras Blvd., Milpitas, CA 95035, in the case of Client.

10. Assignment:

Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, Sedgwick may assign or subcontract part of the services required hereunder and may at its discretion delegate to a subsidiary or affiliate such of its duties as it deems appropriate, provided that such subcontracting or delegation shall not relieve Sedgwick of any of its obligations hereunder and Sedgwick will be responsible for the acts or omissions of Sedgwick's subcontractors and shall indemnify the City in accordance with Section 7.A.

11. Entire Agreement and Modification or Amendment:

This Agreement and its attached exhibits and schedules represents the full and final understanding of the parties with respect to the subject matter described herein and supersedes any and all prior agreements or understandings, written or oral, express or implied. This Agreement may be modified or amended only by a written statement signed by both parties.

12. Applicable Law:

The terms and conditions of this Agreement shall be governed by the laws of the State of California without regard to conflicts of law principles. If any dispute or claim arises hereunder that the parties are not able to resolve amicably, the parties agree and stipulate that such litigation shall be resolved in the County of Santa Clara, in the State of California, and the parties irrevocably submit to the exclusive venue and jurisdiction of such court for the purpose of any such action or proceeding. In the event of a dispute between the parties resulting in litigation, the prevailing party may, in addition to any other relief obtained, recover its court costs and reasonable attorney's fees.

13. Force Majeure:

Neither party shall be liable to the other party or be deemed to have breached this Agreement for any failure or delay in the performance of all or any portion of its obligations under this Agreement if such failure or delay is due to any contingency beyond its reasonable control (a "force majeure"). Without limiting the generality of the

foregoing, such contingency includes, but is not limited to, acts of God, fires, floods, pandemics, storms, earthquakes, riots, boycotts, strikes, lock-outs, acts of terror, wars and war operations, restraints of government, power or communication line failure or other circumstance beyond such party's reasonable control, or by reason of the bankruptcy, receivership or other insolvency proceeding of any bank or other financial institution where funds to pay losses and allocated loss adjustment expenses are held, or by reason of a judgment, ruling or order of any court or agency of competent jurisdiction or change of law or regulation subsequent to the execution of this Agreement. Both parties are obligated to provide reasonable back-up capability to avoid the potential interruptions described above. If a force majeure occurs, the party delayed or unable to perform shall give immediate notice to the other party. Client acknowledges that the foregoing provision does not apply to Client's obligation to payment of any fees due Sedgwick once payment capabilities are restored.

14. Headings:

Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

15. Relationship of Parties; Expenses:

Nothing contained in this Agreement shall be deemed to create a partnership or joint venture between the parties hereto; the only relationship among the parties shall be that of independent parties to a contract. Except as expressly provided herein, no party hereto shall have authority or shall hold itself out as having authority to act for or bind any other party hereto. Except as expressly set forth herein, each party shall bear all expenses it may incur in connection with the execution, delivery and performance of this Agreement.

16. Waiver of Breach:

Failure of either party hereto to require the performance by the other party hereto of any obligation under this Agreement shall not affect its right subsequently to require performance of that or any other obligation. Any waiver by any party hereto of any breach of any provision of this Agreement shall not be construed as a continuing waiver of any such provision or a waiver of any succeeding breach or modification of any other right under this Agreement.

17. Subcontractor Disclosure:

Through contractual arrangements with subcontractors, Sedgwick provides a full range of medical management and investigative services to its clients, as well as structured settlements, claim indexing services, imaging, auto-bill adjudication, and extra-territorial claims administration services. Medical management services include, but are not limited to, bill review, network access, pharmacy benefits management, peer review, field case management, electro-medical devices, bone growth stimulators, orthotics, prosthetics, translation and interpretation, transportation, medical supplies, IV and

respiratory therapy, home health, and durable medical equipment. Client recognizes and agrees that delivery of some of these services are being provided pursuant to separate agreements between subcontractors and Sedgwick. Invoices for these services will be paid as allocated loss adjustment expenses on individual claims, unless otherwise agreed between Client and Sedgwick. Notwithstanding the foregoing, Client agrees and understands that Client is obligated to make payment to the subcontractors either directly or by remitting such payment to Sedgwick, for any money due for subcontracted services which have been provided under this Agreement. Client acknowledges that Sedgwick receives a portion of charges for subcontracted services as reimbursement for cost of program management, administration, and technological and service enhancements. In no event will charges to Client exceed the amount indicated in the Agreement.

18. Equitable Adjustment:

This Agreement contemplates that the standards applicable to this Agreement are those in effect on the date of this Agreement, whether such standards are set forth in statutes, regulations, rules, orders, case law or otherwise. In the event of a change in a service standard, the parties shall discuss in good faith an equitable adjustment in its compensation if such change increases Sedgwick's cost of providing the services under this Agreement or reduces its profitability.

19. Substitution of Key Personnel

Substitution of Key Personnel. Sedgwick 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, Sedgwick may substitute other personnel that Sedgwick will endeavor will be of at least equal competence and experience upon written approval of City. In the event that City and Sedgwick cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement, but in absence of such termination Sedgwick's replacement personnel will be considered approved. 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 Sedgwick at the request of City. The key personnel for performance of this Agreement will be identified separately by Sedgwick.

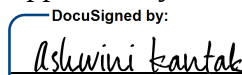
20. Insurance

Sedgwick shall not commence work for the Client until it has provided evidence satisfactory to the Client it has secured all insurance required under Exhibit D (Insurance Requirements), attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates written below.

CITY OF MILPITAS

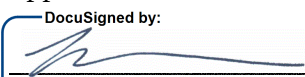
Approved By:

DocuSigned by:

 Steven C. McHarris, City Manager

Jul-07-2022

Date

Approved As To Form:

DocuSigned by:

 Michael M. Malipassi, City Attorney

Approved:

DocuSigned by:

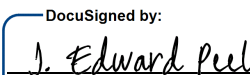
 Lauren Lai, CPA, MPA
 Finance Director/Risk manager

Approved As To Content:

DocuSigned by:

 Jeannine Seher, Human Resources Director

SEDGWICK CLAIMS MANAGEMENT SERVICES, INC.

DocuSigned by:

 J. Edward Peel

J. Edward Peel

Name

Vice President

Title

Jun-30-2022

Date

DIR Registration Number (If Applicable)

EXHIBIT A

SERVICE PROGRAM OVERVIEW

I. Introduction

Sedgwick is administering the self-insured workers' compensation claims for Client as follows:

State Serviced: California.

Sedgwick Servicing Office: Roseville, CA

Insured Claims (if applicable):

A portion of Client's program is insured. Client shall provide the relevant policy information, including a complete copy of all applicable policies, as soon as reasonably practical after same becomes available.

II. Account Coordination

On behalf of Client, this service program will be coordinated by:

Christopher Schroeder
City of Milpitas
455 E. Calaveras Blvd.
Milpitas, CA 95035
Telephone # 408.586.3161
Fax # 408.526.3170

On behalf of Sedgwick, this service program will be coordinated by:

Jessica Proserpi
Sedgwick Claims Management Services, Inc.
1101 Creekside Ridge Dr. #100
Roseville, CA 95678
Telephone # 916.960.0929

Each party reserves the right to change its designated representative during the term of the Agreement.

EXHIBIT B**SERVICE FEES**

Client shall pay the following fees on a life of contract basis for services provided during the term of this Agreement:

1. Claim Administration Fees - Flat Annual

Year	July 1, 2022 and ending June 30, 2023	July 1, 2023 and ending June 30, 2024	July 1, 2024 and ending June 30, 2025	July 1, 2025 and ending June 30, 2026 - Option	July 1, 2026 and ending June 30, 2027 - Option
WC Dedicated Adjuster	\$137,241	\$142,044	\$147,016	\$152,162	\$157,488

Client acknowledges that the claim fees set forth in this section 1 are based on the assumption that Client will forward to Sedgwick all claims arising under the Program within the applicable time period in a covered jurisdiction.

2. Miscellaneous Charges

Client shall pay the following fees for services provided during the period beginning on July 1, 2022 and ending on June 30, 2025:

- A. viaOne access, which includes five (5) users, is included in the Claim Administration Fees. Additional access is available for a fee of \$870 per user per year. Sedgwick will make available, through Sedgwick's proprietary claims system, claim-related data with "web-enabled" access. Client will have "view only" access to the system for the term specified or as contemplated in Section 5(C) of this Agreement. Client will bear responsibility for its own hardware, software, connection and similar costs for accessing the electronic claims management system.
- B. \$26,525 per data source converted for up to 100,000 records in the source.
- C. Intake by any means other than utilizing Sedgwick Call Center or web reporting technology (i.e. fax, e-mail) will incur a fee of \$22 per report
- D. Client shall pay for storage of claim files which were closed at the time that Sedgwick obtained the Program. Sedgwick's liability for such files shall be subject to the same limitations as contained in its written agreements with storage service providers, if any.

3. Invoicing

All recurring claims administration fees are billed on a quarterly basis in advance based on annual estimates. The estimates are subject to audit thirty (30) days after the conclusion of each contract year.

4. Care Management Fee Schedule

All claims administration fees and services contemplate the deployment of Sedgwick's managed care services for all bill review and case management services. Managed care fees are detailed below and fees not expressed as a percentage are subject to rate increases of 3.5% annually, unless otherwise disclosed.

Service	Rate
Medical bill review	
State fee scheduling/usual, customary, and reasonable; state reporting	\$9.20 per bill
Provider networks	
Enhanced savings	26% of savings
Preferred provider organization (PPO) networks/out of network services	26% of savings
California outcomes-based statewide medical provider network (MPN) (all California bills)	\$15.65 flat rate per bill
Telephonic Clinical Services	
Telephonic case management: · Telephonic Nurse Case Manager, · Surgery Nurse Case Manager	\$105 per hour
Utilization Review & Peer Review	
Utilization review	\$149.00 per review
Physician advisor/peer review	\$275 per review
Field Case Management	
Medical field case management: Full field	\$105 per hour, plus direct expenses
Specialty task services: Life Care Plan, Expert testimony, customized services	\$165 per hour
Field Case Management Tasks: One visit clinical assessment	\$720 flat fee
Limited Assignment Task	\$105 per hour
Specialty task services: Life Care Plan, Expert testimony, customized services	\$165 per hour
Vocational and work placement solutions	
Transitional work placement (at not-for-profit)	\$900 for placement or no-show
Return to work (RTW) specialist	\$105 per hour ⁽¹⁾ Telephonic RTW
Workplace consultation - program/policy design and planning	\$200 per hour, plus direct expenses
Vocational - full FCMA	\$105 per hour, plus direct expenses ⁽¹⁾

Service	Rate
<i>Vocational field tasks:</i>	
Vocational assessment/testing	\$950 flat fee
Labor market survey	\$640 flat fee
Automated transferable skills analysis	\$360 flat fee
Job analysis or ergonomic evaluation	\$790 flat fee
(1) Alaska, California, New York, and Hawaii @ \$135 per hour; CAT @ \$185 per hour	
Clinical consultation services	
Clinical consultation	Standard (24x7x365 access to nurse): \$90 per triage call Premium (blended nurse intake option): \$105 per triage call Advanced (ability to customize workflows): \$115 per triage call* *level of customization may warrant additional fees
Sedgwick managed care administrative services	
Lien resolution*	28% of the below fee schedule savings subject to minimum fee of \$125 and cap of \$7,500 per lien Expert witness testimony or hearing representation charged at \$125 per hour plus direct expenses
Sedgwick standard medical card*	No charge; customization starts at \$3,500
Mandatory state panel postings*	Included in Sedgwick bill review program fees
Non-Mandatory state panel postings	\$9 per panel, adjusting to \$10 per panel year 3 - 5
*Fees not subject to increase	

5. SIU Service Fees

The charges set forth below are the current fees for the services listed, and these fees may change from time to time upon sixty days prior written notice to Client:

Service name	Price
Research services	
Social media investigation	\$275
Smart plus investigation	\$475
Comprehensive background	\$525
Canvassing services	\$250
Skip tracing/individual locate	\$175

Service name	Price
Asset check	\$225
Criminal and civil check	\$135 plus cost of records Additional counties: \$35 (per county)
Records request	\$100 plus cost of records
Social media monitoring	\$25 per week of monitoring
Other research services	Quote upon request
Surveillance services	
Surveillance	\$85 per hour (portal to portal): All other states \$95 per hour (portal to portal): California, Hawaii and New York <i>Mileage charged at IRS standard mileage rate</i> Additional expenses to hourly rate: Report writing (up to 1/2 hour per day at standard surveillance rates) Pre-surveillance investigation: \$85 License plate searches: \$10 (post prelim)
Unmanned surveillance	\$700 per day (three-day minimum) Deployment and extraction of stationary device: \$85 per hour: All other states \$95 per hour: California, Hawaii and New York <i>Mileage charged at IRS standard mileage rate</i>
Video copies	\$60 per additional copy plus shipping
Field services	
Alive and well check - in person	\$325: All other states \$350: California, Hawaii and New York
Alive and well check - virtual interview	\$125
Activity check	\$350: All other states \$375: California, Hawaii and New York
AOE/COE Recorded statement Scene investigation Trial/deposition	\$85 per hour (portal to portal): All other states \$95 per hour (portal to portal): California, Hawaii and New York <i>Mileage charged at IRS standard mileage rate</i>
International investigations	Quote upon request
Other field services	Quote upon request
Assessment services	
Suspect file review	\$95 per hour
Fraud investigation (includes state reporting)	\$95 per hour
SIU intelligence program	Workers' compensation and general liability — \$150 per claim triggered (includes up to three claim triage reviews per claim triggered)
Other assessment services	Quote upon request

6. Subrogation and Other Recoveries:

- A. Sedgwick shall pursue recoveries for subrogation, second injury funds, and other applicable special funds such as supplemental state funds, COLA reimbursements, retro funds, and other similar funds. Client shall pay Sedgwick twenty percent (20%) of the recovery received. All fees and expenses, including attorneys' fees or investigations, for pursuit of any recovery shall be charged to the appropriate Qualified Claim file as an allocated loss adjustment expense.
- B. As determined by the parties, Sedgwick shall either:
 - a. Deposit the recovery funds and issue payment from Sedgwick's accounts Payable system to Client for the net recovery (less Sedgwick's fee). Sedgwick will deposit the net recovery check into the Client's loss-funding account or forward it directly to the Client.
 - b. Deposit the recovery funds into the Client's loss-funding account and Sedgwick shall receive payment from the claim file or directly from Client.

7. MMSEA/SCHIP Medicare Reporting Fee

The charges set forth below are the current fees for the services listed, and these fees may change from time to time upon sixty days prior written notice to Client:

One time \$9 charge per claim for claims involving bodily injuries (WC, liability, no fault).

8. Payment Terms

Client acknowledges that all fees set forth in the Agreement are due and payable within thirty (30) days of the invoice. Any and all past due fees will incur interest at the non-compounding rate of 1.0% per month, unless otherwise prohibited by law or not subject to a good faith payment dispute by Client in writing. Client acknowledges that in the event Sedgwick undertakes collection proceedings for any outstanding fees, then Client will reimburse Sedgwick for all costs associated with such collection action, including a reasonable attorney fee and court cost.

All fees are contingent upon claim management from Sedgwick's systems.

MANAGED CARE SERVICE SCHEDULE

Client has chosen the following managed care services, as defined herein:

- (1) Provider Fee Management - The bill review process reviews bills against up-to-date and accurate mandated state fee schedules or the usual and customary (“UCR”) data base, whichever is appropriate, to reveal excessive, duplicate, or inappropriate charges.
- (2) Preferred Provider Organization (“PPO”) Networks - Sedgwick will arrange for access and channeling to national and regional PPO networks including specialty networks (Diagnostics, Physical Therapy, etc.) under the managed care program in conjunction with the Provider Fee Management service.
- (3) Hospital Bill Review - Hospital or outpatient non-PPO bills will be reviewed by a nurse for possible errors or excessive charges relative to the patient's medical diagnosis at Sedgwick's or Client's request.
- (4) Out of Network Bill Review – Bills from out of network health care providers will be reviewed, and if appropriate a negotiation with the billing provider will be pursued. Additionally, inpatient and outpatient procedures that are not addressed by an individual state's fee schedule or UCR will be repriced to a geographically driven and cost to charge repricing database to determine appropriate reimbursement.
- (5) Specialty Usual and Customary Review – Sedgwick's vendors will apply geographic charges (fee for same procedure charged by other providers in same area) and cost to charge ratios (actual cost to provider for procedure or hospital stay v. amount charged) to determine reimbursement of medical services billed that are not addressed within the jurisdictional fee schedule or usual and customary reimbursement.
- (6) Field Case Management - Sedgwick will assign appropriate cases for field medical and vocational management services.
- (7) Utilization Review, which includes the following components:
 - (a) Prospective Review - a review prior to treatment or admission conducted by an experienced registered nurse to validate or negotiate the necessity, setting, frequency, intensity and duration of care delivery.
 - (b) Concurrent Review - during the course of treatment, a review of treatment and planned procedures and establishment of target completion dates.
 - (c) Retrospective Utilization Review- a review post treatment conducted by an experienced registered nurse to identify inappropriate treatment utilization.
 - (d) Peer Review - physician-to-physician contact to resolve treatment and

diagnosis questions.

- (8) Prescription Services – Pharmacy program made available to Client’s employees whereby a network of pharmacies, local to Employer sites/employee residences will provide prescription medications related to the work related injury with no out of pocket expenses to the employee.
- (9) Pharmacy review services include a review of all current medications prescribed to the claimant as well as a review of over the counter medication being taken by the claimant. The purpose of the review is to evaluate whether the medications prescribed to and/or taken by the claimant are appropriate for treatment of the injury or ailment which is the subject of the underlying claim being administered by Sedgwick.
- (10) Telephonic Case Management services are described below and are available upon request and for an additional fee.
- (11) Complex file review (nurse review) - Hospital or outpatient non-PPO bills that meet specific, pre-established criteria may be reviewed by a nurse for possible errors or excessive charges relative to the patient’s medical diagnosis.

Additional Managed Care Services

Telephonic Case Management

Sedgwick will provide a telephonic medical case management program in which nurse case managers receive early notice of a worker's injury and telephonically manage the appropriate cases. Other elements of the Telephonic Case Management program include:

- The management phase includes ongoing return to work (“RTW”) and treatment plan management and negotiation. The treating physician will be contacted within forty-eight (48) hours to assess/determine the treatment and RTW plan, including any negotiation required to approve the treatment plan. The Client may also be contacted to assess/determine RTW opportunities. By continuing to contact the injured worker, the provider, and the Client, case management is best able to facilitate early RTW and appropriate treatment.
- The case may go simultaneously to the assigned claim examiner and nurse or the Sedgwick claims professional will make initial contacts to determine compensability and triage based on preset triggers and/or the claims professional's judgment to determine if the case will be sent to a telephonic case management nurse.
- Throughout the telephonic case management process, telephone contact will be made with the provider, employee, and Client. Status reports will be provided, within seventy-two (72) hours, to the claims professional via documentation in the data management system as significant events (e.g., surgery, treatment plan updates, RTW status, etc.) occur in a case, and no less often than every thirty (30) days.

If, at the end of thirty (30) days, the case has not closed, the nurse case manager will contact the claims professional with a recommendation. At that time, the case will either:

- ♦ Close based on a decision by the claims professional
- ♦ Continue with case management on a month-to-month basis until closure and/or RTW and/or maximum medical improvement (MMI).
- ♦ Be referred for Field Case Management

Documentation of this contact will be transmitted electronically to the data management system.

- Sedgwick claims offices will receive standard, open, closed, referred, and savings reports. All information collected will allow for insured level, by office reporting. Client customized communication reports may carry an additional charge to be borne directly by Client. If this is the case, these charges will be detailed in a separate document to be agreed upon in writing between the parties.

Evaluation and Recommendation

The Sedgwick Evaluation and Recommendation program involves triage contact with the injured worker, treating physician and, if appropriate and necessary, Client, to determine treatment and return to work (“RTW”) plans and appropriateness for telephonic case management.

- In the evaluation and recommendation phase, a Sedgwick nurse will receive demographic and initial claims professional contact information and open the case. The treating physician will be contacted within forty-eight (48) hours to assess/determine the treatment and RTW plan, including any negotiation required to approve the treatment plan. The Client may also be contacted to assess/determine RTW opportunities.
- Status reports will be provided, within seventy-two (72) hours to the claims professional via documentation in the data management system as significant events (e.g., surgery, treatment plan updates, RTW status, etc.) occur in a case, and no less often than every thirty (30) days.
- Continued telephonic case management will proceed on only those cases in which clinical activities can assist in resolving medical or RTW issues at the discretion of the Sedgwick claims professional. These activities require regular contact with the injured worker, treating physician or therapist, and Client, as appropriate.

SIU SERVICE SCHEDULE

Sedgwick Special Investigations Unit (“Sedgwick SIU”) will provide centralized management of investigative service vendors and will maintain a national vendor list of approved service providers based upon client or local Sedgwick office preference. Sedgwick SIU will establish quality benchmarking and ensure its vendors are properly licensed and maintain insurance coverage as mandated in vendor agreements with these firms.

Sedgwick SIU will serve as a central referral and coordination unit providing the following SIU services for the fees itemized in Exhibit B:

1. Assessment services including case review, consultation, action plan development, state fraud filing, claim file demand and fraud packaging.
2. Field services including surveillance, activity checks, alive and well checks, and on-site investigations including recorded statements, AOE/COE, and scene investigations.
3. Research services including comprehensive background checks, internet searches, facility canvasses public records, skip tracing, criminal, civil and asset checks.
4. SIU compliance services including carrier and state annual reporting and fraud awareness training.
5. And, other services as outlined in Exhibit B.

MEDICARE REPORTING SERVICES SCHEDULE

To assist the Client in fulfilling Client's Medicare beneficiary reporting obligations under Medicare, Medicaid and State Children's Health Insurance Program Extension Act of 2007 ("MMSEA") Section 111 as set forth in 42 U.S.C. §1395y(b)(7)&(8) and the CMS User Guide ("User Guide") published on March 16, 2009 (and as amended and revised), Sedgwick will perform the following reporting services:

1. Sedgwick will electronically interface with the Centers for Medicare and Medicaid Services ("CMS") to capture and report data in the format prescribed by the CMS Specifications.
2. Sedgwick will report directly to CMS on behalf of Client as an Account Designee (reporting agent), as such term is defined in the CMS User Guide as amended from time to time by CMS.
3. Client will be considered a Responsible Reporting Entity ("RRE") as that term is defined in the User Guide.
 - a. Client will be responsible for maintaining a valid RRE Identification Number as described in the User Guide and is a condition precedent to Sedgwick performing the duties under this section. Failure to maintain the RRE Identification Number will result in Sedgwick's inability to properly report claims on behalf of the Client. Sedgwick assumes no responsibility for maintaining a valid RRE Identification Number on behalf of the Client.
4. Sedgwick will assist Client as follows:
 - a. Sedgwick will electronically interface with the Centers for Medicare and Medicaid Services ("CMS") to capture and report data in the format prescribed by the User Guide.
 - b. Sedgwick will report directly to CMS on behalf of the Client as an Account Designee (reporting agent), and/or Account Manager as such term is defined in the User Guide.
 - c. Sedgwick will prepare the required data files and submit them to CMS on a periodic basis in order to properly query and report the appropriate files as defined in the User Guide.
5. Sedgwick will be responsible for payment of any and all fines assessed to Client regarding compliance with the Medicare beneficiary reporting requirements of Medicare, Medicaid and SCHIP Extension Act of 2007 that relate to the negligent acts or omissions of Sedgwick except to the extent that:
 - a. Such fines or penalties are the direct result of specific direction given by Client and/or its agent or the actions or omissions of Client and/or its agent; or
 - b. Sedgwick did not receive information from Client that is essential to the performance of the duties set forth herein in a timely manner so as to be able to comply with the terms of this Agreement.

CLINICAL CONSULTATION SERVICES SCHEDULE

Sedgwick will provide clinical consultation services. Clinical consultation services allow a nurse to speak with the injured employee at the time that the claim is reported in order to make recommendations whether medical intervention is needed. At the time of the initial call to Sedgwick, the injured employee will be transferred to a nurse who will utilize clinical guidelines to assess the injury, recommend immediate return-to-work or refer the claimant to the appropriate medical treatment provider, and document the care recommendation.

Sedgwick will make outbound calls to the injured employee on appropriate claims to obtain injured employees status and conduct the clinical consultation survey 24 hours after the initial clinical consultation call.

The current fee for agreed upon clinical consultation services are set forth in Exhibit B, but this fee will be reviewed and agreed upon annually with sixty days written notice to Client of any changes. The fee for this service shall be added to Client's periodic invoicing.

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 the Agreement.**

Sedgwick 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 Sedgwick.

Sedgwick 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.

Sedgwick shall furnish Client 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 Client before work commences. Client has the right to require Sedgwick’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):

 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.

Automobile Liability:

 X Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), of if Sedgwick 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.

Professional Liability (Errors and Omissions):

 X Insurance appropriate to Sedgwick’s profession, with limit no less than \$1,000,000.00 each wrongful act, \$2,000,000.00 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 Sedgwick provides written verification it has no employees)*

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

Cyber Liability Insurance

 X Cyber Liability Insurance with limits not less than \$1,000,000.

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Sedgwick 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.

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 Client's coverage and be endorsed to include the Client and its elected and appointed officials, officers, attorneys, agents, employees and volunteers 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 Client (if agreed to in a written contract or agreement) before the Client's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

 X **Notice of Cancellation, Suspension or Otherwise Voiding Policies:**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

 X **Waiver of Subrogation:**

Sedgwick hereby grants to the Client a waiver of any right to subrogation which any insurer of said Sedgwick may acquire against the Client by virtue of the payment of any loss under such insurance. Sedgwick 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 Client 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 Client for all work performed by Sedgwick.

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS**Deductibles and Self-Insured Retentions (“SIR”):**

The Client may require Sedgwick 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 Client, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Client, its elected and appointed officials, officers, attorneys, agents, and employees; or (2) Sedgwick 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 Client.

Client reserves the right to obtain a full-certified copy of any applicable insurance policy language and/or 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 Client.

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 three (3) 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, Sedgwick must purchase “extended reporting” coverage for a minimum of three (3) years after completion of work.
4. A copy of the claims reporting requirements must be submitted to the Client 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.

Verification of Coverage:

Sedgwick shall furnish the Client 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 Client before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Sedgwick's obligation to provide them.

Special Risks or Circumstances

Client 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 Client, 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 Sedgwick's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Authorize and Approve Travel to Long Beach, CA for City Manager Steve McHarris to Attend the Annual Conference of the League of California Cities to be held September 7 – 9, 2022; and Appoint City Manager Steve McHarris as the City's voting delegate for the 2022 Annual Conference. (Staff contact: Ashwini Kantak, Assistant City Manager, 408-586-3053)
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	8/16/2022
	<u>Recommendation:</u> 1.) Authorize and approve travel to Long Beach, CA for City Manager Steve McHarris to attend the Annual Conference of the League of California Cities held September 7 – 9, 2022, for an estimated not-to-exceed amount of \$2,000 budgeted under Conferences/Trainings allocation for the City Manager's Office; and 2.) Appoint City Manager Steve McHarris as the City's voting delegate for the 2022 Annual Conference.

Background:

The City of Milpitas is a member city of the League of California Cities, based in Sacramento, CA. Each year, the League hosts its annual conference for local elected and appointed officials. This year, the conference will be held in Long Beach, CA from September 7 through 9, 2022, and will offer educational and innovative leadership sessions across a variety of formats, with a roster of more than 100 speakers. City Manager McHarris plans to attend the conference this year.

The conference registration fee is \$600.00 per attendee. Additional costs will include accommodations for a two-night hotel stay which is estimated at \$478.00 (excluding hotel taxes/fees); meals estimated at \$92.00; air travel fee is \$162.96; ground transportation, and any other related conference costs. The total estimated cost for the City Manager to attend the conference is approximately \$2,000.00 and will be covered by budgeted amounts in the FY 2022-23 Adopted Budget.

Analysis:

The City of Milpitas Travel and Expense Policy requires approval of travel for elected officials and the City Manager by the City Council. Council approval of this request will allow City Manager McHarris to travel to Long Beach to represent the City, and act as the voting delegate, in lieu of the elected officials. Attendance at the conference will also offer the City Manager the opportunity to garner additional knowledge from other elected officials and administrators and to share knowledge with the City Council and City staff. Participation and attendance in these types of conferences ensure that the Milpitas community is fully represented at the local, state, and national levels and is in alignment with the City's adopted Legislative Advocacy Policy.

Policy Alternatives:

Not applicable

Fiscal Impact:

The estimated expenses for the conference in Long Beach, CA are \$2,000.00 (registration, transportation, and hotel). Sufficient funds are available in the City Manager's Office allocation of \$15,000 for Conferences / Trainings budget to pay for the requested travel expenses.

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:

1.) Authorize and approve travel to Long Beach, CA for City Manager Steve McHarris to attend the Annual Conference of the League of California Cities held September 7 – 9, 2022, for an estimated not-to-exceed amount of \$2,000 budgeted under Conferences/Trainings allocation for the City Manager’s Office; and 2.) Appoint City Manager Steve McHarris as the City’s voting delegate for the 2022 Annual Conference.

Attachments:

Attachment 1: Draft 2022 League of California Cities Annual Conference and Expo Schedule



Schedule at a Glance

Wednesday, September 7

Registration Open/Voting Delegates Booth Open

8:00 a.m.–6:00 p.m.

City Clerks Workshop

(additional registration required)

8:30 a.m.–1:00 p.m.

AB 1234 Ethics Training

10:00 a.m.–noon

Regional Division Lunches*

11:30 a.m.–1:15 p.m.

First Time Attendee Orientation

12:45–1:15 p.m.

Opening General Session

1:30–3:30 p.m.

Concurrent Educational Sessions

3:45–5:00 p.m.

Grand Opening Expo Hall and Host City Reception

(exhibitor exclusive; no competing events)

5:00–7:00 p.m.

CitiPAC Leadership Reception

7:00–10:00 p.m.

Thursday, September 8

Registration Open/Voting Delegates Booth Open

7:00 a.m.–4:00 p.m.

Concurrent Educational Sessions

8:30–9:45 a.m.

Expo Open

9:00 a.m.–3:00 p.m.

General Session

10:00 a.m.–noon

Attendee Lunch in Expo Hall

11:45 a.m.–1:00 p.m.

General Resolutions Committee

1:00-2:15 p.m.

Concurrent Educational Sessions

1:00-5:30 p.m.

Regional Division* and Caucus Events

Evening

Friday, September 9

Registration Open

7:30 a.m.-12:30 p.m.

Regional Division Breakfast*

7:30-9:00 a.m.

Concurrent Educational Sessions

8:30-11:15 a.m.

AB 1661 Sexual Harassment Prevention Training

9:15-11:15 a.m.

Closing Session and General Assembly (includes lunch)

11:30 a.m.-2:00 p.m.

Schedule subject to change.

**Check with your regional public affairs manager for specific day/time.*

NOTE: Conference registration is required to attend all conference activities including Department and Division meetings and the General Assembly.

Conference Schedule

Wednesday, September 7

City Clerks Workshop: Fair Political Practices Commission: A Workshop for Filing Officers

8:30 a.m.-1:00 p.m.

Representatives from the Fair Political Practices Commission will conduct a multipronged training for filing officers about their roles and responsibilities under the Political Reform Act. Topics of review will include conflict-of-interest filings by designated employees, candidate campaign filings, and new or proposed regulations. New and seasoned professionals alike will benefit from this wholesale review as they prepare for the upcoming election.

Speakers:

Chloe Hackert, Education & External Affairs Unit Manager, Fair Political Practices Commission

Adam Ramirez, Political reform consultant, FPPC

Understanding Public Service Ethics Laws and Principles (AB 1234)

9:00-11:00 a.m.

State law requires elected and appointed officials to receive two hours of training in specified ethics laws and principles every two years. Newly elected and appointed officials must receive this training within one year of becoming public servants. Join a panel of experts as they help you navigate the ethics laws and principles. The Institute for Local Government is a State Bar of California minimum continuing legal education (MCLE) approved provider and certifies this activity meets the standards for MCLE credit by the State Bar of California in the total amount of 2 hours (general credits). Provider #13881. * Sign-in will begin 30 minutes prior to the session and you must be present for the full two hours to receive the certification of attendance. Entry will be prohibited once the session begins.

Speakers:

Aleks R. Giragosian, Esq., Colantuono, Highsmith & Whatley

Andrew Jared, Senior Counsel, Colantuono, Highsmith & Whatley

Public Works Department Meeting

11:00-11:30 a.m.

City Managers Department Business Meeting

11:00 a.m.-noon

Opening General Session

1:30-3:30 p.m.

Legal Issues: Land Use and CEQA

3:30-5:00 p.m.

This session will provide a city-focused update on land use and California Environmental Quality Act litigation. MCLE credit is available.

Legal Issues: Affordable Housing Covenants: Ensuring Continued Affordability

3:30-5:00 p.m.

This session will provide an overview of best practices for administering a local affordable housing program that ensures affordable housing units are built and affordability requirements are enforced. MCLE credit is available.

Fire Chiefs Department Business Meeting

3:45-4:15 p.m.

Fiscal Officers Department Meeting

3:45-4:15 p.m.

Ending Poverty in California Cities

3:45-5:00 p.m.

California cities have faced massive change over the past two years. For communities of color, the fallout of the pandemic created fear and anxiety. Black/African American and Asian American/Native Hawaiian/Pacific Islander residents have experienced higher rates of violence, job loss, and rising housing costs. Community-based organizations and cities have worked on strategies to address the underlying causes of these issues, including

guaranteed basic income programs. Learn how to finance the startup of a guaranteed basic income program, sustain financing over time, and evaluate the impacts of the program. Planned with the African American and Asian Pacific Islander Caucuses.

Moderator:

Lois Takahashi, Director and Houston Flournoy Professor of State Government, USC Price School in Sacramento

Speakers:

Mark Nagales, Mayor, South San Francisco

Michael Tubbs, Founder, End Poverty in California (EPIC)

Making Equity Stick: City Charter Revisions and Other Systemic Changes

3:45-5:00 p.m.

The National Civic League recently revised its 120-year-old Model City Charter to provide guidance on everything from city management to equity and public engagement. This session will explore how communities can work together to make equity and civic engagement permanent fixtures of local governance, whether in city charters, policies, or agencies. Panelists will introduce concepts from the new model regarding equity and engagement and discuss their work to make equity and engagement lasting features of their communities.

Moderator:

Doug Linkhart, President, National Civic League

Speakers:

Harry Black, City Manager, Stockton

Mary Casillas Salas, Mayor, Chula Vista

Barbara Halliday, Mayor, Hayward

How to Stay Out of Trouble: Avoiding Council Chaos

3:45-5:00 p.m.

Council members are elected to be trustworthy and loyal stewards of public services. Using real-life examples, this session will cover the topics council members need to understand to avoid allegations of misconduct and to have a functional council. Join this session to learn the roles of a city council versus individual council members and who holds which privileges; and how to handle confidential material; safeguard attorney-client privileged information; and understand fair process hearing standards.

Speakers:

Amy Ackerman, Partner, Renne Public Law Group

Jenica Maldonado, Partner, Renne Public Law Group

Climate Action Plans in Practice: San Leandro and Ontario Case Studies

3:45-5:00 p.m.

California cities of all sizes have adopted climate action plans to help meet the state's long-term energy reduction targets. In both Ontario and San Leandro, sustainability goals required civic leaders to take bold action to produce positive outcomes. As a result, these cities have preserved critical services and drastically reduced annual greenhouse gas emissions. San Leandro and Ontario both demonstrate cities' capacity to adapt and hedge against climate change. In this session, learn how these two communities envisioned and accomplished their goals — and how other cities can do the same.

Moderator:

Tyler Girtman, Regional Manager, Climatec

Speakers:

Tito Haes, Director of Public Works, Ontario

Frances Robustelli, City Manager, San Leandro

Supporting Housing in Your Community Through Policy, Finance, and Communications

3:45-5:00 p.m.

As cities throughout the state strive to meet aggressive RHNA goals, many are running up against obstacles. If they have land, they lack developers. If they have developers, they often have community opposition. In this session, local leaders will share creative policies, innovative financing strategies, and new marketing techniques to help you steer clear of the pitfalls on the road to encouraging more housing in your community.

Speakers:

Darrell Steinberg, Mayor, Sacramento

Heather Vaikona, President and CEO, Lift to Rise

Scaling Up: Fostering Innovation Through Technology Pilot Projects

3:45-4:05 p.m.

As California cities face tight budgets, cities like Long Beach have invested in programs that procure and pilot innovative solutions to pressing civic challenges. This session will highlight three innovative, data-informed pilot projects in the city of Long Beach from the last two years. Participants will learn why pilot projects are a transformative low-cost strategy for exploring technological solutions in an accessible, equitable, and cost-effective manner, and how they can design procurement workflows to scale from idea to pilot project, and eventually, full contract.

Speaker:

Ryan Kurtzman, Smart Cities Program Manager, Long Beach

Infrastructure Recovery After Disaster: 2018 Camp Fire

4:15-4:35 p.m.

The most destructive fire in California history, the Camp Fire, destroyed 90% of the town of Paradise. Public infrastructure was heavily impacted and has required creative solutions for recovery. Hear the lessons learned on the road to infrastructure recovery, and how regional cooperation and leveraging financial resources have supported the path forward.

Speaker:

Marc Mattox, Public Works Director/Town Engineer, Paradise

Personnel and Employee Relations Department Meeting

4:30-5:00 p.m.

California's Statewide Park Development and Community Revitalization Program

4:45-5:05 p.m.

With over \$1 billion invested, California's Statewide Park Development and Community Revitalization Program includes a detailed public engagement process for improving park access in underserved communities. Learn how this interactive, three-step model can improve access to the community outreach process, create an authentic dialogue with residents, and lead to better outcomes for a broad range of public projects.

Speaker:

Sedrick Mitchell, Deputy Director, Community Engagement, California State Parks

Thursday, September 8

Supporting Local Small Businesses to Raise Community Capital

8:30-9:45 a.m.

There is a crisis of capital access for many small businesses: 83% of businesses do not have access to bank loans or venture capital. Hear from a securities lawyer and capital raising coach on how local governments and community-based organizations can create an ecosystem that helps small local businesses raise investment capital from their community of customers, supporters, and fans. Discover how to set up the necessary infrastructure so that capital can flow to these unsung heroes of our communities.

Facilitator:

Jenny Kassan, Council Member, Fremont

Defending Institutions: Promoting Civic Debate and Rejecting Personal Attacks

8:30-9:45 a.m.

Public discourse has become increasingly hostile in the last couple of years, at times escalating to verbal and physical threats against elected officials and city employees. When this happens, how can city leaders and administrators protect themselves and their families while fostering greater community trust? Do existing channels for public debate suffice, or are more outlets needed to make the public feel heard — particularly in the age of digitization? Attend this session to learn how transparent communication tactics can effectively diffuse situations with outraged citizens.

Moderator:

Jim Lewis, City Manager, Pismo Beach

Speakers:

Larry Gonzalez, Chief of Police, Riverside Police Department

Patricia Lock Dawson, Mayor, Riverside

Going Green By 2025: Implementing SB 1383 in California Communities

8:30-9:45 a.m.

New regulations went into effect this year that will force most Californians to adopt a new habit: organic waste recycling. SB 1383 (Lara, 2016) aims to reduce organic waste disposal by 75% by 2025 and recover no less than 20% of disposed edible food. These changes not only require cities to reevaluate their waste disposal services but unleash a wave of education and outreach. Experts will share lessons they have taken away from assisting jurisdictions with this issue and what public agencies should be doing now.

Moderator:

Jennifer Nentwig, Principal, Tripepi Smith

Speakers:

Michael Balliet, President, Michael Balliet Consulting, LLC

Mike Learakos, CEO, Abound Food Care

Cara Morgan, Branch Chief, CalRecycle

Ann Schneider, Council Member, Former Mayor, Millbrae, Commissioner, CA Statewide Commission on Recycling Markets & Curbside Recycling

Cannabis and Economic Development

8:30-9:45 a.m.

In the emerging post-pandemic world, many cities are struggling to plug holes in their general fund caused by the loss of sales tax revenues. For many, it may be difficult to find funding for vital programs, including public works projects, parks, and public libraries. This panel examines in detail the revenues cannabis has brought to cities and how this funding can replace state financing programs — including redevelopment and enterprise zones — that were eliminated a decade ago. Additionally, this session will examine best practices to maximize cities' use of cannabis revenues.

Moderator:

Barigye McCoy, Chief of Communication, Culture Cannabis Club

Speakers:

Amy O'Gorman Jenkins, Legislative Advocate, California Cannabis Industry Association

Lamar Thorpe, Mayor, Antioch

Black Education and Economics Empowerment

8:30-9:45 a.m.

Black Americans continue to face systemic obstacles in education and economics, which are perpetuating the educational achievement and wealth gap throughout our nation. Building on a recent Cal Cities African American Caucus conversation about Black excellence, education, economics, and empowerment, this panel will provide insight on how we can close the educational achievement and wealth gap to empower Black Americans to thrive in communities throughout California. Planned with the African American Caucus.

Moderator:

Marla Matime, Executive Director, African American Caucus

Speakers:

Jovan Agee, CEO Agee Global Solutions

Stevevonna Evans, Council Member, Adelanto

Legal Issues: An Update on the California Public Records Act

8:30-9:45 a.m.

This session will include a presentation on the California Public Records Act. MCLE credit is available.

EV Infrastructure at No Cost: Can't Get Better Than That!

9:15-9:35 a.m.

Cities and other public agencies in Los Angeles County can now install electric vehicle (EV) charging infrastructure at no cost through the EV Equity Leadership program. Administered by Los Angeles County and implemented by The Energy Coalition, this program provides the infrastructure needed to improve EV charging access in disadvantaged communities and increase residents' awareness of EV mobility options. Learn how disadvantaged communities are disproportionately burdened by the negative impacts of pollution and how they can benefit through this program.

Speaker:

Rebecca Hausheer, Director of Energy Services, The Energy Coalition

General Session

10:00 a.m.-noon

SB 1383 Procurement and Opportunities

12:15-12:35 p.m.

California's new organic waste regulations (SB 1383, 2016) went into effect at the start of the year. One of the goals of the new regulations is to reduce harmful methane gas emissions by composting organic waste and returning it to the soil in the form of compost and mulch. While meeting some of the regulation's requirements, cities can also enhance local landscapes and save water. In this session, learn about the organic-waste-turned-soil-amendment process, the effect of carbon sequestration on climate change, and the different ways jurisdictions can comply with SB 1383 procurement requirements.

Speaker:

Bill Camarillo, CEO, Agromin

LED Streetlight Conversions: Benefits for the Environment and Your Budget

12:45-1:05 p.m.

Southern California Edison's LS-1 Option E program provides local governments an opportunity to update older, less efficient streetlights to LED technology. This program offers a cost recovery mechanism, no up-front costs to the customer, and immediate savings. Plus, Southern California Edison manages the entire program from beginning to end. Learn how your city can utilize this cost-effective program.

Speaker:

John King, Manager, Southern California Edison

Legal Issues: Public Works Contracting and Risk Management

1:00-2:30 p.m.

This session will cover legal trends and issues pertaining to public works contracting and risk management. MCLE credit is available.

Cities for Workforce Health Grant Program: Lessons Learned for Your Employee Wellness Program

1:15-1:35 p.m.

The Cities for Workforce Health Grant Program, launched in 2014, gives out five \$5,000 seed grants each year to California cities. These grants help cities start, improve, and maintain employee wellness programs. In this session, speakers will share success stories, provide examples of how cities spent their grant funds, and discuss what did and did not work for the grant cities. Attendees will leave the session with ideas and suggestions for how they can implement or improve their city's employee wellness program now, even without grant funding.

Speakers:

Jennifer Castillo, Workforce Health Consultant, Kaiser Permanente
Dayna Gowan, Health and Wellness Manager, Keenan and Associates

Five Steps to Take Before Applying for Federal Infrastructure Funding

1:45-2:05 p.m.

Join this session to learn the five steps cities can take to better prepare to apply for federal funding made available through the 2021 federal infrastructure bill. Panelists will discuss how to prioritize the request list, align local priorities with federal funding, assess available resources and processes, and analyze the implications of funds with and without federal tracking requirements. Panelists will also discuss how to evaluate and implement new technologies and processes to ensure a sustainable, streamlined program that meets the Disadvantaged Business Enterprise program's tracking and reporting requirements.

Speaker:

Michael Parrish, Director of Business Development, B2GNow

CalPERS: Continuing on the Path to Sustainable Pensions

1:15-2:30 p.m.

Although CalPERS lowered its assumed rate of return in 2021, the effects on city budgets were muted by strong returns that year. Since then, global markets have been rocked by conflict, inflation, the supply crisis, and factors beyond the control of any one investor, institution, or even nation. Yet pension obligations remain in place, a yearly cost for which cities must both account and plan for. In this session, CalPERS executives will cover the most recent developments impacting city contribution rates, actuarial assumptions, investment strategies, system funding, governance, and policy decisions.

Moderator:

David Teykaerts, Assistant Division Chief, Stakeholder Relations, CalPERS

Speaker:

Marcie Frost, CEO, CalPERS

The Secrets to Building Tech Economies in Underestimated Cities

1:15-2:30 p.m.

How does a city like Fresno develop a powerhouse tech economy? How does a place once siloed as just another agricultural town successfully diversify its economy and become a hub for technology careers, businesses, and digital infrastructure? In this session, learn how Bitwise Industries builds tech economies outside Silicon Valley, creating jobs and strengthening digital infrastructure. By the end of the session, attendees will be able to explore specific ways to promote economic development while strengthening their city's digital infrastructure and reducing workforce barriers. Planned with the Latino Caucus.

Moderator:

Laura Maristany, Vice President, External Affairs, Bitwise Industries

Speakers:

Thilani Grubel, VP of Bitwise Industries, Fresno, Bitwise Industries
Esmeralda Soria, Council Member, Fresno

Creating More Equitable and Resilient Communities

1:15-2:30 p.m.

Communities across California are increasingly affected by climate change and face growing health concerns, safety issues, and economic impacts. Learn how cities

throughout the state are engaging vulnerable residents to identify problems and solutions that advance equity and create more resilient communities for all.

Speaker:

Kimbley Craig, Mayor, Salinas

AB 602: An Essential Breakdown for Development Impact Fee Programs

1:15-2:30 p.m.

AB 602 (Grayson, 2021) imposes significant changes to the way cities and counties administer impact fee programs by amending Government Code Section 65940.1 and the California Mitigation Fee Act. Notable changes include requirements related to internet postings and hearing information, fee calculation summaries, and annual reports. AB 602 also substantially changes how fees are justified, calculated, and adopted. During this session, attendees will learn the details of each new requirement and the steps they need to take to ensure compliance.

Moderator:

Marco Martinez, Attorney, Best Best & Krieger LLP

Speakers:

Anita Gutierrez, Development Services Director, Pomona

Scott Thorpe, Senior Vice President, Revenue and Cost Specialists, LLC

Creating a Youth-Friendly City: It's Not Just About the Money

1:15-2:30 p.m.

Learn how the city of Sacramento's efforts to create a community where all youth can thrive can be replicated in other municipalities. This session will outline a multifaceted strategy that covers how to change policy, expand infrastructure, start new programming, collaborate with key stakeholders, and find new protected sources of revenue. Engage in a dialogue that delves into the integration of authentic and meaningful youth voices, including when it is appropriate to engage with them and what authentic and meaningful youth engagement looks like.

Facilitator:

Jay Schenirer, Council Member, Sacramento

Advancing Empowerment in a Disadvantaged Community

2:45-4:00 p.m.

Join the city of Norwalk for an informative discussion on how a partnership with the University of California, Irvine helped Norwalk successfully engage and empower one of its most distressed neighborhoods. Attendees will learn how the city's empathic listening-first approach helped bridge divisions and uncover meaningful, cost-effective, and context-sensitive interventions to community needs. This session will focus on how its attention to the significance of culture and art helped the city build trust and create a partnership necessary for sustained progress.

Moderator:

Richard Rojas, Deputy City Manager, Norwalk

Speakers:

Susan Harden, Adjunct Faculty, University of California Irvine

Rick Ramirez, Mayor, Norwalk

Gabriela Regalado, Director of Social Services, Norwalk

ARPA to General Fund: Leveraging Today's Capital for Tomorrow's Savings

2:45-4:00 p.m.

With a stream of American Rescue Plan Act (ARPA) funds and a deadline to spend them, cities have a unique opportunity to invest in critical infrastructure like never before. From energy and water system modernization to broadband and indoor air quality improvements, cities are looking to deploy innovative solutions that will pay dividends in the future. Panelists will discuss how cities are using ARPA funds, what projects have and have not worked, lessons learned, and how cities are best positioned to help the state meet its greenhouse gas reduction goals.

Speakers:

Jennifer Martin-Gallardo, Grants Ombudsman, California Energy Commission

Ken Striplin, City Manager, Santa Clarita

Dealing with Deferred Maintenance

2:45-4:00 p.m.

Building owners and local government agencies are facing a deferred maintenance crisis. This is often exacerbated by the “pay as you go” policy employed by many state and local governments to fund ongoing and capital maintenance. Without proper funding and policy correction, the cost of deferred maintenance will double every five years. During this session, attendees will learn effective methods to gather information and develop insights to make strategic decisions and develop a prioritized capital needs plan that successfully addresses the growing deferred maintenance crisis.

Facilitator:

Dean Leonard, Vice President, Strategic Asset Management, Faithful+Gould

Fixing Prop 47

2:45-4:00 p.m.

Proposition 47 promised safer neighborhoods, but the unintended consequences that followed have provided something else. In 2018, the Public Policy Institute of California reported that the passage of Proposition 47 directly correlated to the uptick in theft throughout the state. That report took on new relevance in 2022 when a flurry of “smash-and-grab” robberies and retail thefts received nationwide attention. In fact, many urban cities have reported an increase in property and violent crimes in recent months. Constituents throughout the state are feeling these impacts and looking to the Legislature for solutions. Many voters want to change Proposition 47 to address repeat theft offenders. Join this session to hear about possible legislative solutions and underlying causes of the recent increase in crime.

Speakers:

Jonathan Feldman, Legislative Advocate, CA Police Chiefs Association

Rachel Michellin, President/CEO, California Retailers Association

Legal Issues: Audit Letters, Government Code Section 1090, and Wireless Permitting

2:45-4:15 p.m.

This session will cover how to respond to audit letters, legal trends, and issues pertaining to Government Code section 1090. The session will also provide attendees with a how-to guide to address new challenges in wireless facilities permitting and updates on cases currently pending in California courts. MCLE credit is available.

How To Be an Effective Partner during CEQA Tribal Consultation

4:15-5:15 p.m.

The San Manuel Band of Mission Indians manages a robust regulatory program that allows the tribe to build strong relationships with agencies across their ancestral territory. These relationships have allowed California Environmental Quality Act (CEQA) agencies to understand the nature of tribal cultural resources, how to avoid or appropriately mitigate impacts to those resources, and how to be effective partners to tribes during consultation. This presentation will provide an overview of the nature of tribal cultural resources, how to advocate for them at the agency level, and how to meaningfully work with tribes in pursuit of cultural preservation.

Moderator and Speaker:

Jessica Mauck, Director of Cultural Resources Management, San Manuel Band of Mission Indians

Speaker:

Ryan Nordness, Cultural Resource Analyst, San Manuel Band of Mission Indians

Lessons Learned from the Most Destructive Fires in California History

4:15-5:30 p.m.

Wildfire season has now expanded to the entire year, making recovery planning vital for cities. The city of Santa Rosa and the town of Paradise experienced the two most destructive fires in California history, the 2017 Tubbs Fire and the 2018 Camp Fire. Now several years into recovery, both communities have lessons learned and best practices to share. Panelists will share their experiences and lessons learned in recovery, including employee care, communication, and regional partnerships.

Moderator:

Steven Crowder, Mayor, Paradise

Speakers:

Colette Curtis, Recovery and Economic Recovery Director, Paradise

Sean McGlynn, City Manager, Escondido

Kevin Phillips, Town Manager, Paradise

Post-Pandemic Mentorship for Women

4:15-5:30 p.m.

The pandemic has changed workplaces and roles — especially for women. Women have been significantly impacted by the pandemic, with nearly half of all women saying the pandemic has negatively impacted their careers. Today, women face increased challenges in the workplace, including evolving workplaces, career pivots, and changing leadership. During this session, women leaders will discuss and brainstorm the opportunities and benefits of mentoring that supports women. Learn how to strengthen mentoring skills and about programs that help women emerge stronger from the pandemic. Planned with the Women's Caucus.

Moderator:

Dr. Diandra Bremond, Vice President, California Women Lead

Speakers:

Bea Dieringer, Council Member, Rolling Hills

Maggie Le, City Manager, Fountain Valley

Mona Pasquil Rogers, President, California Women Lead

I'm Not in Charge? How to Get Things Done!

4:15-5:30 p.m.

Excited, energized, and passionate newly elected council members want to dive into city work. However, excitement can turn into frustration, when they hear "you can't do it that way," "it's not in the budget," "you need council approval," or "we don't do it that way." This session will review city governance models and discuss the roles of officials and staff. Elected officials will share their experiences and explain how they creatively get work done while balancing policies and rules. There will be a special emphasis on what motivates these elected officials to work outside of city hall and serve constituents most in need of services.

Moderator:

Sonia Carvalho, City Attorney, Best Best & Krieger LLP

Speakers:

Damon Alexander, Council Member, San Bernardino

Phil Bacerra, Mayor Pro Tem, Santa Ana

Creative Funding Strategies for Infrastructure Renewal

4:15-5:30 p.m.

Limited resources and staffing, coupled with unfunded mandates, often hamper cities' abilities to invest in the infrastructure necessary to meet sustainability and decarbonization goals. As a result, some local governments wait and hope for grants to be approved or revenue measures to pass. However, hope is not the best strategy. This session will focus on creative strategies to meet unfunded challenges, including sustainability and climate goals. Attendees will learn how agencies like the city of Fullerton; California State University, Fresno; and Travis Air Force Base leveraged performance contracting, public-private partnerships, and energy-as-a-service to achieve outstanding results.

Moderator:

Chad Wanke, Board Chair, Orange County Sanitation District

Speakers:

Darcy Immerman, Senior Vice President for Growth, NORESO

Fred Jung, Mayor, Fullerton

“Community Capitals Policing:” Rethinking Public Safety by Creating Healthy Communities

4:15-5:30 p.m.

The “community capitals policing” model helps prevent crime by addressing the essential “capitals” that make a thriving community. Much like community policing, community capitals policing is built on community input. It leverages existing community strengths; forms partnerships between local agencies; creates positive youth development opportunities; facilitates employment for formerly incarcerated individuals; and addresses priority community and local business needs while building health equity. Learn how to alleviate crime, reduce recidivism, and reenergize communities using this model through the successes, challenges, and knowledge gained in Alameda County — California’s first county to initiate this approach.

Moderator:

Mary Thomas, Management Analyst, Hayward

Speakers:

Dave Brown, Supervisor, Alameda County Board of Supervisors

Martin Neideffer, Captain of the Alameda County Sheriff’s Office Youth and Family Services Bureau, Alameda County Sheriff’s Office

Kimberly Thomas, Co-Food Hub Director, Alameda County Deputy Sheriff’s Activities League

Legal Issues: Municipal Tort and Civil Rights Litigation and Government Claims

4:30-6:00 p.m.

This session will provide a city-focused update on municipal tort and civil rights litigation, followed by a presentation on responding to government claims. MCLE credit is available.

Friday, September 9

Legal Issues: Labor and Employment Law

8:00-9:30 a.m.

This session will provide a city-focused update on labor and employment litigation, followed by a presentation on attorney-client investigations. MCLE credit is available.

Rural Retail: Making Your Community Competitive

8:30-9:45 a.m.

One common thread among all local officials is that we want our communities to grow, thrive, and prosper. Every community has its own vision for community and economic development. Offering new retail and restaurant options to citizens plays a big role in growth. Rural communities, however, face unique challenges when it comes to attracting those new businesses. Hear from three rural city managers about how they have positioned their cities to expand retail and restaurant businesses. Plus, discover key components to include when pitching your city to companies.

Moderator:

Matthew Tate, Director of Business Development, Western Region, Retail Strategies

Speakers: Alan Flora, City Manager, Clearlake

Mallory Crecelius, City Manager, Blythe

Surplus Land Act: Know the Impact Before You Transact

8:30-9:45 a.m.

California is facing a housing crisis and the state has revved up efforts to accelerate the production of affordable housing, including the use of public agency-owned land. The Surplus Land Act requires all public agencies to follow a process to sell or lease any public property by first offering it to a state-controlled list of affordable housing developers. Learn how the Surplus Land Act process impacts local land use and how to navigate the sale, lease, or licensing of public agency property to pursue public-private projects that produce economic development results, all while staying in compliance with state requirements.

Moderator:

Larry J. Kosmont, Chairman & CEO, Kosmont Companies

Speaker:

Troy Brown, City Manager, Moorpark

Elizabeth Hull, Partner, Best Best & Krieger, LLP

David Zisser, Assistant Deputy Director, CA. Dept. of Housing and Community Development

On-Street Dining Risks: Managing Tensions between Safety and Supporting Businesses

8:30-9:45 a.m.

The COVID-19 pandemic led to a significant increase in outdoor business activities within the public right-of-way. While dining decks, parklets, streeteries, and other similar outdoor dining areas helped local businesses survive the pandemic, their proximity to moving vehicles has created safety concerns. Public agencies are now faced with managing difficult tensions between supporting local businesses and public safety. Attend to learn best practices, resources, and safeguards that help increase sidewalk and on-street dining safety for residents and visitors.

Moderator:

Alex Mellor, Senior Risk Manager, California JPIA

Speakers:

Victor Manalo, Former Mayor, Artesia

Rob Reiter, Co-Founder, Storefront Safety Council

David Wilson, City Manager, West Hollywood

Harassment Prevention Training for Supervisors and Officials (AB 1661)

9:15-11:15 a.m.

This informational and interactive workplace harassment prevention training will teach officials and supervisors how to identify, prevent, and properly respond to workplace harassment, discrimination, retaliation, and abusive conduct in order to avoid personal and agency liability in compliance with AB 1825/2053/1661 and SB 396. The Institute for Local

Government is a State Bar of California minimum continuing legal education (MCLE) approved provider and certifies this activity meets the standards for MCLE credit by the State Bar of California in the total amount of 2 hours (general credits). Provider #13881. * Sign-in will begin 30 minutes prior to the session and you must be present for the full two hours to receive the certification of attendance. Entry will be prohibited once the session begins.

Speaker:

Alfonso Estrada, Partner, Hanson Bridgett LLP

Legal Issues: Municipal Litigation Update and Public Safety

9:45-11:15 a.m.

This session will provide a city-focused update on general municipal litigation, including a presentation on recent cases interpreting the Second Amendment and California law related to possessing or acquiring firearms. MCLE credit is available.

Show Me Some RECOVERY! Updates on Fees, Assessments, Financing Districts

10:00-11:15 a.m.

Fiscal sustainability is a constant challenge for cities, especially as we emerge from the COVID-19 pandemic. It is critical that cities utilize a variety of revenue tools for long-term fiscal sustainability, as well as recovery. This panel will address revenue options and the importance of public engagement, and updates from recent case law and legislative changes affecting California cities, including tales of challenges and successes in Rancho Cucamonga. Attendees will leave with actionable information that can be applied to their city.

Moderator:

John Gillison, City Manager, Rancho Cucamonga

Speakers:

Michael Colantuono, Managing Shareholder, Colantuono, Highsmith & Whatley, PC

Tim Seufert, Managing Director, NBS

Danielle Wood, Director, NBS

Creative Solutions to Reduce Homelessness

10:00-11:15 a.m.

Reducing homelessness is consistently ranked as a top priority by California residents and local officials. Local governments have developed creative solutions and partnerships to capitalize on the political will — and funding — to implement real solutions. Discover how three California communities leveraged state and federal funding to develop new housing, while communicating effectively at city hall and on the streets.

Moderator:

Helene Schneider, Senior Regional Advisor, U.S. Interagency Council on Homelessness

Speakers:

Damien Arrula, City Administrator, Placentia

Mike Callagy, County Executive, San Mateo County

Peter Radu, Assistant to the City Member, Vallejo

How Bias-Free Technologies Can Play a Role in Reimagining Policing

10:00-11:15 a.m.

City leaders, community members, and law enforcement are reimagining how cities can reshape policing while keeping communities safe. Technologies such as vehicle fingerprint cameras can provide bias-neutral, objective investigative leads, while helping departments increase time and budget efficiencies. Gain an understanding of how these technologies can improve policing outcomes and community safety. Innovative, forward-thinking California elected officials and police leaders will share their experiences in adopting the use of cutting-edge, ethically engineered technologies to improve public safety and enhance public trust.

Moderator:

Jason Potts, Public Safety Director / Chief, Las Vegas - Department of Public Safety

Speakers:

Walter Allen III, Council Member, Covina

Pippin Drew, Council Member, Vallejo

Transgender Health Care

10:00-11:15 a.m.

Very few municipalities have public health programs. Learn about the realities, myths, and a path forward on transgender health care from experts who will speak on barriers to care, the present state of coverage, networks, and cultural competence. In this session, those treating patients today will share their experiences providing gender-affirming care. City leaders will gain insights while in a safe space for questions, conversations, and understanding. Planned with the Lesbian Gay Bisexual Transgender Queer Caucus.

Moderator:

Dan Arriola, Council Member, Tracy

Speakers:

Lisa Middleton, Mayor, Palm Springs

Evan Minton, LGBTQ+ Advocate/ACLU Plaintiff, Self Advocate

Legal Issues: Labor and Employment Law

11:30 a.m.-12:30 p.m.

This session will provide information on implementing diversity, equity, and inclusion initiatives. MCLE credit is available. Includes 1 hour of Elimination of Bias sub-field MCLE credit.

Closing Session and General Assembly (includes lunch)

11:30 a.m.-2:00 p.m.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Adopt a Resolution Approving the City of Milpitas Investment Policy for Fiscal Year 2022-23 (Staff Contact: Lauren Lai, Director of Finance, 408-586-3111)
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	8/16/2022
	<u>Recommendation:</u> Adopt a resolution of the City of Milpitas approving the Investment Policy for FY 2022-23

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 \$27 billion, primarily comprising California local governments. Chandler has been working with local governments for over 30 years. 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. Moreover, there were no changes to Code for this year that require the City to update its investment policy. As such, staff and the City's investment advisor recommend no changes to the policy for fiscal year 2022-23.

POLICY ALTERNATIVE(S):

Alternative 1: Do not approve the Investment Policy for FY 2022-23

Pros: None

Cons: The City will be out of compliance with California State Law

Reason for Not Recommending: It is in the City's best interest to be in compliance with California State Law.

FISCAL IMPACT:

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

California Environmental Quality Act (CEQA):

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 2022-23.

Attachment(s):

1. Draft Resolution
2. Investment Policy (clean version)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING THE
INVESTMENT POLICY FOR FISCAL YEAR 2022/2023

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. 9101 on August 17, 2021.

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 2022/2023 is hereby approved.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Suzanne Guzzetta, Interim City Clerk

Rich Tran, Mayor

APPROVED AS TO FORM:

Michael Mutalipassi, City Attorney

Exhibit A

CITY OF MILPITAS INVESTMENT POLICY-Fiscal Year 2022-23

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) which offer 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 held in 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 employees involved 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 shall be 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 terms 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 institutions and 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 shall be 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 United 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 be 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 are greater than \$100,000,000.

- 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 limit must 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 City and 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 sunseting 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 \$1,000 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 Updates to the Commissioner Handbook, Commission Bylaws, and the Bylaw Addendums for the Economic Development and Trade Commission, the Science, Technology and Innovation Commission, and the Youth Advisory Commission (Staff Contact: Suzanne Guzzetta, Acting City Clerk, 408-586-3001)
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	8/16/2022
	<u>Recommendation:</u> Approve updates to the Commissioner Handbook, Commission Bylaws, and the Bylaw Addendums for the Economic Development and Trade Commission, the Science, Technology and Innovation Commission, and the Youth Advisory Commission.

Background:

On April 16, 2019, Milpitas City Council approved standardized Commission Bylaws and associated addendums for City Commissions. The standardized Commission Bylaws detail a Commission's operations and afford consistency across the various bodies, allowing for efficiencies in commission management and support. Commission Bylaw addendums capture each individual Commission's advisory area, meeting date, time, and location, and any special requirements or recommended areas of interest.

Revisions and associated updates to the Commissioner Handbook, Commission Bylaws and Bylaws Addendums have been approved by City Council at various times since the Commissioner Handbook was first adopted by City Council on August 21, 2018.

Analysis:

This staff report recommends revisions to the Commissioner Handbook, Commission Bylaws, and the Bylaw Addendums for the Economic Development and Trade Commission, the Science, Technology and Innovation Commission, and the Youth Advisory Commission as outlined below.

Commissioner Handbook

The Commissioner handbook has been revised to update references, reflect current processes, and clarify language related to alternates, membership, and re-appointments.

Commission Bylaws

The Commission Bylaws have been revised to clarify language regarding quorum and the effect of alternate commission members on quorum.

Economic Development and Trade Commission Bylaws Addendum

The Economic Development and Trade Commission Bylaws addendum is revised to update membership requirements for the Real Estate member position to a Commercial Real Estate member position.

Science, Technology and Innovation Commission

The addendum to the bylaws is revised to change meeting frequency from monthly to bi-monthly, six times a year, and detail when the meeting schedule will be approved by the Commission.

Youth Advisory Commission

The Youth Advisory Commission Bylaws Addendum is revised to reflect when appointments to the commission will take place to ensure commission continuity, and update meeting time and location to reflect current practices.

California Environmental Quality Act:

The City Council's action in making changes to the Commissioner Handbook and Bylaws is exempt from environmental review pursuant to CEQA Guideline 15378(b)(5) as an organizational or administrative activity of the City that will not result in any direct or indirect physical changes in the environment.

Fiscal Impact:

None.

Recommendation:

Approve Updates to the Commissioner Handbook, Commission Bylaws, and the Bylaw Addendums for the Economic Development and Trade Commission, the Science, Technology and Innovation Commission, and the Youth Advisory Commission.

Attachments:

1. Draft Commissioner Handbook
2. Draft Commission Bylaws
3. Draft Economic Development and Trade Commission Bylaws Addendum
4. Draft Science, Technology and Innovation Commission Bylaws Addendum
5. Draft Youth Advisory Commission Bylaws Addendum

Approved 8/21/2018
Updated 1/19/2021
Updated 4/5/2022



**CITY OF MILPITAS
COMMISSIONERS HANDBOOK
2022**

Welcome to City of Milpitas

Service as a Volunteer Commissioner



CITY OF MILPITAS OFFICE OF MAYOR RICH TRAN

455 EAST CALAVERAS BOULEVARD, MILPITAS, CALIFORNIA 95035-5479
PHONE: 408-586-3050, FAX: 408-586-3056, www.ci.milpitas.ca.gov

Welcome and congratulations on joining the City of Milpitas team as a City Commissioner or Alternate! I am delighted that you are joining us, as your appointment is important to your Commission's role in advising the Milpitas City Council as topics and initiatives important to the Milpitas community.

Included in this Commissioner Handbook is information on areas such as participating in a public meeting, attendance, and the role of Commissioners, the staff and council liaisons. I am hopeful that you will use this handbook as a guide to help you at your meetings and as you work with your Commission on your annual Work Plan and advisory areas.

I look forward to all the great work you will do on your Commission and on behalf of the Milpitas City Council, thank you for your service to the Milpitas community!

Sincerely,

Rich Tran
Mayor

INDEX

I.	City Overview, Current City Commissions & Ad Hoc bodies	4
II.	Role of Commissioners, Chair & Vice Chair, City Staff	5
III.	Membership – Application & Appointment, Re-appointment, Term Limits and Orientation	6 – 7
IV.	Work plan, Budget, Attendance, Resignation & Participation	8
V.	Celebration and Fundraising	9
VI.	Ethics	10
VII.	California’s Ralph M. Brown Act and City of Milpitas Open Government Ordinance	11
VIII.	Parliamentary Procedure at Meetings	12
IX.	Resources and Conflict of Interest Guidelines	13
X.	Appendices	14

CITY OVERVIEW

City of Milpitas is a California municipality of approximately 84,000 residents, and was incorporated as a General Law City in January of 1954. Elected City Officers are the Mayor (term of 2 years) and four elected City Councilmembers (terms of 4 years each). Those leaders are elected by Milpitas voters on the ballot in November elections held each even year.

Deleted: 78

City Council is the body responsible for making all major policy decisions and direction for the City of Milpitas, including adoption of the City's annual budget. The City Council votes at regular City Council meetings on all expenditures, major land use plans, infrastructure projects and facility and program activities. The Council relies on input from many sources, including the 12 Advisory Commissions along with other Task Forces, Ad Hoc Committees and residents at large.

CURRENT CITY COMMISSIONS AND COMMITTEES

As of the publication of this manual, the following are 12 City of Milpitas Commissions for which residents may volunteer to serve by Mayoral appointment:

Arts Commission
 Community Advisory Commission
 Economic Development and Trade Commission
 Energy and Environmental Sustainability Commission
 Library and Education Advisory Commission
 Parks, Recreation and Cultural Resources Commission
 Planning Commission
 Public Safety and Emergency Preparedness Commission
 Senior Advisory Commission
 Science, Technology and Innovation Commission
 Veterans Commission
 Youth Advisory Commission
Measure F Oversight Committee

All Commissions will consist of seven (7) appointed Commissioners, except the Parks, Recreation and Cultural Resources Commission which will consist of nine (9) appointed Commissioners. All Commissions, except the Planning Commission, will also have 2 appointed Alternate Members, and all Commissions, except the Planning Commission and Youth Advisory Commission, may have one (1) Milpitas resident enrolled in grades 9-12, as a non-voting member. The Arts Commission may have two (2) Milpitas resident enrolled in grades 9-12, as non-voting members.

AD HOC CITIZEN TASK FORCES AND COMMITTEES

From time to time, as needs arise, the Milpitas City Council may choose to appoint residents to serve on ad hoc advisory bodies. Examples include the HOPE (Suicide Prevention) Task Force, the Ad Hoc Homelessness Task Force, and Citizens Task Force on Water Rates. Each body to which members are appointed by the City Council shall report back to the Council at appropriate intervals and upon conclusion of the task assigned by the Council. Members' service concludes once a final report is provided to City Council, or as City Council directs.

Deleted: have included

Deleted: Citizens Budget Task Force, Campaign Finance Reform Committee and Citizens Task Force on Water Rates...

Role of Commissioners, Alternate Members, Chair & Vice Chair, City Staff and City Council

Commissioners serve as voluntary members from the community advising the City Council on policies related to the purpose of their Commission. They are expected to attend all meetings, actively participate and deliberate, and vote on any matters that are requested for recommendation to the City Council.

Alternate Members serve only in the absence of a voting member. When a voting Commissioner is absent from a Commission meeting, alternates will be seated at the table or dais to participate in a voting role at the meeting. If a regular voting Commissioner arrives subsequently, that person shall not participate as a voting member.

Deleted: regularly scheduled

Deleted: the Commission Chair shall call upon an alternate to be seated

Once per year, Commissioners will vote to elect a **Chair and Vice Chair of the Commission**. The Chair is responsible for leading the regular meetings of the Commission. The Chair shall call the meeting to order, state items to be discussed on the agenda, permit all members the opportunity to be heard, allow for comments from the public, call for a vote when required and work directly with the staff liaison to ensure a successful meeting. The Vice Chair shall serve the role of Chair in the absence of the Chair. No Commissioner shall serve more than three consecutive years as the Chair or Vice Chair of any Milpitas Commission.

A **City staff liaison** to your Commission is available to provide staff support and work closely with the Chair to develop the meeting agendas and any information gathered for benefit of the Commissioners. Staff shall assist in guiding the work of the Commission, provide agendas and take meeting minutes. The City Manager shall assign appropriate staff liaison(s) to each Commission.

Volunteer City Commissioners do not direct or delegate work tasks to staff or Council liaisons. Commission annual work plan activities and assignments are to be completed by Commissioners.

Deleted: Keep in mind that v

The City Attorney may be available to provide legal advice when asked by the staff liaison regarding the Brown Act, parliamentary procedure, or on topics related to the Commission's business. Except for the Planning Commission, the City Attorney will not attend Commission meetings on a regular basis.

Milpitas Mayor and City Council together serve as the ultimate deliberative body regarding all business and policy matters for the City of Milpitas. Significant work by Commissions shall result in recommendations to the City Council, which will then vote to approve any City policy or expenditure.

Membership – Application Process, Method of Appointment, Departure, Terms of Service and Term Limits

Requirement to serve: the main requirement to be appointed to most Commissions is to be a current resident of Milpitas over age 18. Specific requirements for select Commissions are reflected in the approved Bylaw Addendums. For example, members of the Economic Development and Trade Commission are not required to be residents, however, they shall represent various segments of the business community.

Deleted: a

Deleted: (except Youth Advisory Commission)

The City Council may appoint one (1) Milpitas resident enrolled in grades 9-12, as a non-voting member, to a Commission (except the Planning and Youth Advisory Commission). For the Arts Commission, the City Council may appoint two (2) Milpitas residents enrolled in grades 9-12, as non-voting members.

Deleted: T

APPLICATION & APPOINTMENT

To apply for service on any City of Milpitas Commission, residents or interested persons shall complete a Commission Application and submit the form to the City Clerk. The form may be submitted in person, by US postal mail or by e-mail. The form is available from the City Clerk's office or on the City website. If requested, applicants may be asked to complete a supplemental questionnaire.

Deleted: Additional requirements for select Commissions are reflected in the approved By-Laws. For example, members of the Economic Development Commission are not required to be residents, however, they shall represent various segments of the business community. ¶

Deleted: F

Deleted: F

Deleted: at

Deleted: and

Copies of applications are provided to the Mayor for his/her consideration. Per Government Code, the Mayor of a General Law city holds the power of appointment, upon confirmation by the City Council. The City Council must vote to affirm all appointments to Commissions by the Mayor.

Deleted: The Mayor may appoint two Councilmembers to a City Council Subcommittee to review applications, interview applicants and make recommendations for appointment or re-appointment to all Commissions.

Applicants may express interest in serving on more than one Commission. However, residents may only serve on one Commission at a time, except by special exception of the City Council. City employees may not be appointed to Commissions.

RE-APPOINTMENT

Appointed Commissioners may seek to be re-appointed upon the expiration of their current term. Re-appointment to a new term is not automatic, but rather must be recommended by the Mayor and confirmed by the City Council. The City Clerk's Office will contact Commissioners eligible for re-appointment to confirm they seek to be re-appointed. The City Clerk will transmit those requests to the Mayor.

Deleted: Those seeking re-appointment to a new term shall contact the Mayor to express their requests submit their requests for re-appointments to .

The length of a Commissioner's term of service on a Commission is specified in the Commission by-laws and these do vary by Commission. Alternate members (non-voting) may have shorter terms than voting Commissioners.

When a Commission term is vacant and a new member is appointed to fill the vacancy, the term of service and expiration of the term remains the same as the original appointment, i.e. the expiration and length of the term is static.

Alternate members are appointed by the Mayor and Council, and shall be available to be seated as voting members at a Commission meeting when a voting Commissioner is absent. Alternate members do not deliberate or vote when all regular members are present at the Commission meeting.

Deleted: a

Deleted: regular

Bylaws and Orientation by Staff

All City of Milpitas Commissions have written By-Laws by which Commissioners and staff abide, which are written by the City Attorney. By-laws may be viewed on the City's website and are provided to all Commissioners from their staff liaison.

A template for the basic edition of all Commission by-laws is included with this handbook, in the appendix.

Links to all Commission's By-laws can be found online on each Commission page:
<http://www.ci.milpitas.ca.gov/our-government/commission/>

The staff liaison shall provide an orientation in person to newly appointed Commissioners. Extensive training is provided in particular to the Planning Commission, commensurate with those duties related to land use decision making – serving as a quasi-judicial body - per the Milpitas Municipal Code. Staff shall ensure that contact information is provided by the Commissioner allowing communication via email for distribution of agendas or other important information.

A nameplate is created for each new Commissioner. Business cards up to 50 each annually may be printed by staff, in house, on City standard format for

Commissioners for City business purposes only. City of Milpitas business cards with City logo may not be printed privately or by an outside party.

ANNUAL WORKPLAN

Each Commission shall discuss and prepare its annual work plan, which shall be submitted and approved by City Council. The work plan is a list of the anticipated topics, assignments and goals that Commissioners will focus on over a 12 months' period. In turn, the Council may request an annual report listing accomplishments of each Commission based on the work plan. All Reports may be presented at one meeting to the City Council annually.

ANNUAL BUDGET

City Council shall allocate \$1,000 annually for each Commission. Funds are to be used towards City Council approved Work Plan tasks and projects, and administrative costs related to the Commission. Those Commissions that determine a need for additional funding shall return to City Council with a stated request for more funds and the purpose for those. City Council shall approve or deny any request for such expenditures.

REQUIRED ATTENDANCE / POLICY FOR REMOVAL

All appointed Commissioners (and Committee or other ad hoc body members) are expected to attend all regular meetings. Meetings are scheduled at specified times each month or at regular intervals. Attendance and participation in the business of the Commission is necessary for the success of the Commission in achieving its annual work plan goals. When a Commissioner is unable to attend a meeting, it is courteous to notify the City staff liaison and Commission Chair of expected absence.

If any Commissioner is absent from three or more meetings in a year, that information will be reported to the City Council and can be grounds for removal. This policy allows for another resident to be appointed to the Commission. Attendance is tracked by staff and the City Clerk shall report to the City Council quarterly.

RESIGNATION

If a Commissioner is no longer available to serve, he or she must submit resignation in writing by sending a written communication to the Mayor and the City Clerk. This is per adopted City Council Resolution No. 7702. The written resignation must then be accepted by City Council via action on consent calendar at a regular meeting.

By state law, a 20-day Notice of Vacancy must then be posted by the City Clerk to invite new applicants for the vacant Commission seat.

PARTICIPATION

When attending Commission meetings, all voting members have the opportunity and right to participate and be heard. The Chair of the Commission holds the responsibility for decorum at the meetings, and shall permit each Commissioner to offer comments and make any motions on matters on the meeting agenda.

Additionally, some Commissions expect participation by Commissioners outside of the regular meetings. For example, Planning Commissioners may attend the annual Planners Institute offered by the League of California Cities. Several Commissions participate in various joint events throughout the year and other participation in Commission events may be required, as identified in the adopted annual work plan.

CELEBRATION

The Mayor and City Council appreciate the service of each and every Commissioner. As a way to express their appreciation, once each year in the spring, the City Council hosts an event to honor current Commissioners for their service. This may be a luncheon event at the Community Center or another facility. Each Mayor and City Council will determine and plan the celebration annually, as desired and budgeted, for the Commissioners, Alternate Members and their guests to enjoy.

FUNDRAISING

Several Commission work plans (approved by City Council) call for fundraising efforts, and those funds may then be utilized for events, contribution to non-profits, or for service provision. Money raised on behalf of the City of Milpitas will be held by the City of Milpitas as part of and in accordance with best practices of the city's Finance Department. Any requests for funds to be dispersed will require City Council approval. City staff will work with Commissions to ensure proper accounting procedures and practices are followed to reflect compliance with City and state regulations alongside ethical action.

ETHICS AND EXPECTED STANDARDS OF PERFORMANCE

City Commissioners are representatives of the City while serving in their role as volunteer Commissioners, both while in attendance at meetings and while present at City functions as a Commissioner. All Commissioners and Alternate Members shall adhere to ethical behavior at all times and that entails compliance with the City of Milpitas Standard Operating Procedure 16-1 “Code of Conduct for Public Officials” (see appendix). The code requires dedicated service, equal treatment, understanding potential for and avoiding conflicts of interest, and not participating in political activity while performing Commission duties.

City officials including appointed City Commissioners shall be required to participate in state-mandated ethics training (commonly referred to as AB1234). Such training is available online from the FPPC, on YouTube, and from the City Attorney.

Here are links to ethics training courses available:

Fair Political Practices Commission:

<http://www.fppc.ca.gov/learn/public-officials-and-employees-rules-/ethics-training.html>

Institute for Local Government:

<http://www.ca-ilg.org/ethics-education-ab-1234-training>

Upon completion of the training, Commissioners shall file a signed certificate with the City Clerk, which shall remain on file in the Clerk’s office for the length of service of the Commissioner.

California's Ralph M. Brown Act

The Brown Act or Open Meetings law is found in the California Government Code section 54950 et seq. This significant law was enacted in 1953 to guarantee the public's right to attend and participate in all meetings of local legislative bodies. Those bodies include commissions, committees, boards or other body of a local agency, whether permanent or temporary, decision-making (such as Planning Commission) or advisory (all others). Most importantly, according to this law, all meetings must be properly noticed for participants and for the public. City staff must ensure this occurs for all Commissions.

Notably, a majority of the members of any Commission may not discuss or deliberate on any business within the subject matter jurisdiction of the Commission except at a noticed meeting, and this includes in person interactions as well as serial or indirect communications.

The agenda for a regular meeting must be posted in a location at the meeting site and freely accessible to members of the public at least 72 hours before the meeting. Any meeting not established as a regular meeting is a "Special" meeting and a special meeting agenda must be posted at least 24 hours prior to the meeting. Agendas must be posted at the building where the meeting occurs, and in Milpitas, also on the City's website. Agendas for all meetings held at Milpitas City Hall are posted on the outside board for this purpose at the northwest entry to the building.

Meetings that are not properly noticed are not permitted. That would include "serial" meetings – which would be when one Commissioner contacts another, who then contacts another Commissioner by phone, e-mail or in person. All business of the Commission must be listed on the agenda, posted, and discussed at a public meeting held in an accessible location. Therefore, care must be taken to ensure that if a quorum (half of the members + 1) is gathered at a public or private place, no public business shall be discussed. For this purpose, e-mail communication between Commissioners should be avoided including the use of "Reply All" to any staff notices sent via e-mail to the entire Commission.

City of Milpitas Open Government Ordinance

In 2005, Milpitas City Council adopted the Open Government Ordinance and amended it in 2009. This is the local version of the City's "Sunshine Law" and ensures that all public business of the city government is conducted in public. It enhances Brown Act requirements. This law is available to read and review in the City's published Milpitas Municipal Code online, as Title I Chapter 310 found here:

https://library.municode.com/ca/milpitas/codes/code_of_ordinances?nodeId=TITIA_D_CH310OPGOOR.

Parliamentary Procedure at Meetings

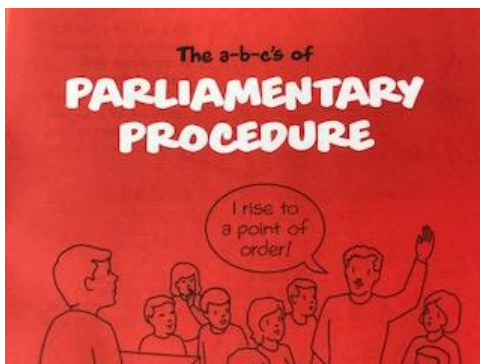
Meetings shall operate using standard parliamentary procedures following an approved meeting agenda. Most entities follow Robert's Rules of Order (or, in the alternative Rosenberg's). Procedures generally include:

1. Establish and post a written agenda.
2. Agenda includes a Call to Order, Roll Call, note start and ending times.
3. Action by Motions made, seconded, discussed and voted upon.
4. Adjourn the meeting to conclude or continue the meeting.

One Commissioner can make a motion to approve an action, another member shall second the motion aloud, and then the Commission Chair shall call for a vote. Staff will record the number of votes in favor, the number opposed and any abstaining. The Chair will announce the result of the vote. Voting is most frequently done by voice, aloud, and may also be done by roll call or by a show of hands.

Motions may also be voted upon to open and close a public hearing, to adjourn (end) the meeting, or other necessary actions of the Commission. Training on these technical procedures is available and staff liaisons will schedule for new members.

The City Clerk can provide to each Commissioner one copy of the copyrighted booklet "The a-b-c's of Parliamentary Procedure" published by Channing Bete.



Resources Available for Commissioners

City of Milpitas web page for Commissions:

www.ci.milpitas.ca.gov/our-government/commission/commission-member-resources/

League of California Cities www.cacities.org

(Ethics, Brown Act and other training available online)

Fair Political Practices Commission www.fppc.ca.gov

(Training available on YouTube regarding Forms)

Parliamentary Procedure video www.youtube.com/watch?v=FfnBGolKmbM
<http://www.rulesonline.com/>

Roberts Rules of Order <http://robertsrulesmadesimple.com/>

Conflict of Interest **Guidelines**

Deleted: guidelines

State of California Fair Political Practices Commission ("FPPC") regulates reporting of potential conflicts of interest, according to the Political Reform Act. It mandates the filing of annual forms, known as Form 700/Statement of Economic Interests in accordance with the City's adopted Conflict of Interest Code. City Council, specified City staff, and certain City Commissioners must file Form 700 with the City Clerk each year. Its purpose is to reveal any potential conflicts of interest, relative to any financial interests held solely within the City of Milpitas. Forms must be filed initially when first appointed (Assuming Office), annually by April 1 each year, and then once more when departing the Commission upon resignation or conclusion of the term (Leaving Office).

More information and Form 700 is online at www.fppc.ca.gov. Contact the Milpitas City Clerk with any questions.

Commissions required to file Form 700:

Arts Commission

Community Advisory Commission

Economic Development & Trade Commission

Energy & Environmental Sustainability Commission

Parks, Recreation and Cultural Resources Commission

Planning Commission

Science, Technology & Innovation Commission

APPENDICES

- A. ~~Standardized~~ Commission By-Laws
- B. Standard Operating Procedure 16-1 “Code of Conduct for Public Officials”
- C. FPPC Form 700 Statement of Economic Interests
- D. City Council Resolution No. 7702 – notification upon resignation

Deleted: Sample

APPENDIX A

Standardized Commission Bylaws

Deleted: Sample

CITY OF MILPITAS COMMISSION BY-LAWS

Section 1. Purpose

A Commission serves as an active advisory group to the City Council on a variety of topics as directed by the City Council. These Commission By-Laws are applicable to all Commissions except for the Planning Commission, which is governed by the Municipal Code, Chapter 500. In addition to these By-Laws, each Commission shall have an addendum that is specific to the Commission and includes information about the Commission scope, member eligibility, and meeting frequency.

Section 2. Membership

A Commission is composed of seven (7) members and two (2) alternates appointed by the Mayor and approved by the City Council. All members and alternates shall be Milpitas residents, 18 years or older, unless otherwise noted in the Commission Bylaws Addendum. In addition to the seven (7) members and two (2) alternates, one (1) Milpitas resident enrolled in grades 9-12 may also be appointed as non-voting member by the Mayor and confirmed by the City Council for all Commissions except for the Youth Advisory Commission. The City Council may appoint a Council liaison to serve on the Commission in a non-voting capacity.

Section 3. Term of Office & Removal

The term of office is three years, or until the seat is filled, for every Commission and is tied to specific seats, not actual Commission members or alternates. A Commission member or alternate is appointed for the term of the seat, which can be less than three years, based on the time of appointment. A Commission member can re-apply at the end of each term.

Members and alternates are expected to attend all meetings. When any member or alternate has three or more absences in a 12-month period, the City Clerk's Office shall forward this information to the City Council for review and possible removal of the member or alternate from the Commission. Any member or alternate of the Commission may be removed from office at any time by a simple majority vote of the City Council at a regularly scheduled Council meeting, with or without cause.

Members and alternates may apply for reappointment by submitting a letter or e-mail of interest to the Mayor with a copy to the City Clerk prior to the expiration of his/her term of office. Any member or alternate of the Commission who wishes to resign MUST submit a letter of resignation or email to the Mayor with a copy to the City Clerk. Resignations will be confirmed by the City Council at a regularly scheduled Council meeting.

Section 4. Vacancies

Vacancies will be filled for the unexpired portion of the term by the Mayor with the approval of the City Council.

Section 5. Officers

A Chair and Vice Chair will be selected annually at the first meeting of the calendar year from the appointed members for a term of one year. The Chair will call for meetings and preside over all sessions. In the absence of the Chair and Vice Chair, the member with longest continuous service on the Commission will preside.

Section 6. Meetings

Commissions shall hold regular meetings at a predetermined day, week, time and location. All meetings shall be open to the public. Should a scheduled meeting occur on a holiday, said meeting will be deferred to the same day of the following week or to a date agreed upon by a majority of the Commission. Special meetings may be called by majority vote, the Chair, Staff Liaison, or the City Council. No meetings will be held in the month of July. Notice of any special meeting shall be given as required by law. Except as otherwise provided by these Bylaws, the Commission shall follow the latest edition of Robert's Rules of Order for the orderly conduct of meetings.

Section 7. Quorum

A quorum is a majority of the total voting seats on the Commission. Any FOUR (4) voting members, including alternates, shall constitute a quorum for the transaction of business. Alternates count towards quorum even when not seated until after the start of a meeting.

Section 8. Voting and Seating of Alternates

Voting authority is extended to the SEVEN (7) regular members. An alternate member shall vote only if seated in the absence of a regular member. In the event that a regular member is absent, alternate members shall be seated in order of their alternate position. If a member arrives after an alternate has been seated, the alternate shall remain as the voting member until the end of the meeting.

Section 9. Duties of Commission to be Advisory Only

It is intended that the Commission shall be an advisory body to the City Council.

Section 10. Subcommittees

Other committees within the Commission will be subcommittees of the Commission. The Commission may appoint such subcommittees, with at least one Commission member on the subcommittee, but not more than three members so as not to constitute a quorum.

Section 11. Assistance of Staff

The City Manager of the City of Milpitas shall provide the Commission with such information and staff assistance as the Commission may from time to time request subject to the limitations imposed by the City Council. The staff member designated by the City Manager shall attend meetings of the Commission, meetings of the Commission subcommittee as necessary, and submit such reports as said Commission may request and as deemed necessary or desirable, subject to limitations imposed by the City Council. The role of the Staff Liaison on a Commission is defined and should be referred to in the City of Milpitas Commissioner Handbook.

Section 12. Amendments

These Bylaws are subject to change through amendments approved by the City Council.

APPENDIX B

CITY OF MILPITAS, CALIFORNIA

STANDARD OPERATING PROCEDURE 16-1

Effective: 03-02-1970

Revised: 03-17-1976

06-02-2004

SUBJECT: CODE OF CONDUCT FOR PUBLIC OFFICIALS

The proper operation of democratic government requires that public officials and employees be independent, impartial, and responsible to the people. The purpose of this Code of Conduct is to establish ethical standards of conduct for all such persons and to direct disclosure by such public officials and employees of private, financial or other interests in matters affecting the City. This Code is distinct from the Milpitas Code of Ethics, which applies solely to elected and appointed officials, campaign candidates, city management, and senior staff.

The municipal officials and employees of the City of Milpitas, whether elected or appointed, are "public officials and employees" within the meaning and intent of this Code.

1. Responsibilities of public office.

- a. Public officials and employees are bound to observe in their official acts the highest standards of morality and to discharge faithfully the duties of their office regardless of personal considerations, recognizing that the public interest must be their primary concern. Their conduct in both their official and private affairs should be above reproach.
- b. Public officials and employees are bound to uphold the Constitution of the United States and the Constitution of the State of California and to carry out impartially the laws of the nation, state, and municipality.

2. Dedicated Service.

Public officials and employees should not exceed their authority or breach law or ask others to do so and they should work in full cooperation with other public officials and employees unless prohibited from doing so by law or by officially recognized confidentiality of their work.

3. Fair and Equal Treatment.

- a. Unilateral Communications. No public official or employee should encourage, make, or accept any application or communication from any party made out of the presence and without the knowledge of other

parties in a matter under consideration when such application or communication is designed to influence an official decision or the conduct of the official or other officials, employees, or agencies in order to obtain favored treatment or special consideration to advance the personal or private interests of himself/herself or others.

Any written unilateral communication received by a public official or employee in matters where all interested parties should have equal opportunity for a hearing should be made part of the record by the recipient. Any oral unilateral communication received under such condition should be written down in substance by the recipient and also made a part of the record.

- b. Use of Public Property. No public official or employee shall request, use, or permit the use of city-owned vehicles, equipment, materials, or property for personal convenience or profit, except when such services are available to the public generally or are provided as municipal policy for the use of such official or employee in the conduct of official business.

4. Conflict of Interest.

- a. No public official or employee, whether paid or unpaid, shall engage in any business or transaction or shall have a financial interest or other personal interest, direct or indirect, which is incompatible with the proper discharge of his/her official duties in the public interest or would tend to impair his/her independence of judgment or action in the performance of said official duties. Personal, as distinguished from financial interests, includes an interest arising from blood or marriage relationships, personal friendships, fraternal relationships or close business or political associations.
- b. Specific conflicts of interests are enumerated below for the guidance of officials. This list is merely illustrative and not exclusive:
 - (1) Incompatible Employment. No public official or employee shall engage in or accept private employment or render services from private interests when such employment or services is incompatible with the proper discharge of his/her official duties or would tend to impair his/her independence of judgment or action in the performance of said official duties. In the event a public official or employee should possess a financial or personal interest in any business or transaction, any presumption of conflict of interest in his/her public duties shall be removed by disclosure of the nature and extent of such investment to the proper authority for the records of said authority.

- (2) Disclosure of Confidential Information. No public official or employee shall, without proper legal authorization, disclose confidential information concerning the property, government, or affairs of the City. Nor shall they use such information to advance the financial or other private interests of themselves over others.
- (3) Gifts and Favors. No public official or employee shall accept any gift at any time, whether in the form of a service, loan, thing, or promise, from any person, firm or corporation, which to his/her knowledge is interested directly or indirectly in any manner whatsoever in business dealings with the City; nor shall any such official or employee accept a gift, favor or thing of value that may tend to influence him/her in the discharge of his/her duties, or grant in the discharge of said duties any improper favor, service, or thing of value. The following exceptions may be permitted with the approval of the City Manager:
- (a) A gift of candy or other perishable food items to the City or department, which is to be kept in the office area and shared by all employees;
 - (b) A gift justified by a personal relationship, which exists outside the realm of City business.

In situations where a public official or employee receives a gift, which is extremely embarrassing to return, the City Manager's Office has draft copies of letters, which might be enclosed to return the gift to the party who sent it. Anonymous gifts should be given to the City Manager's Office for disposal to a local charity if it has no useful purpose to the City.

- (4) Representing Private Interests Before City Agencies or Courts. No public official or employee whose salary is paid in whole or in part by the City shall appear in behalf of private interests before any agency of the City; nor shall they represent private interests in any action or proceeding against the interest of the City or in any litigation to which the City is a party.
- (5) Contracts with the City. The public has a right to assume that City employees are given no special advantages by virtue of their employment. Whether or not any special advantage exists, an employee's private involvement in any item bought or sold by the City is subject to criticism and misunderstanding and should be avoided. In accordance with Section 1090 of the Government

Code, City officers and employees are prohibited from bidding on or buying any items offered for sale by the City. This prohibition includes:

- (a) The auction and sale of bicycles, personal property, and other items confiscated or held for safekeeping by the City; and
- (b) The use of intermediaries to purchase such items for a City of Milpitas employee.

No public official or employee shall become a vendor selling any item to the City. Further, said officials and employees shall not participate in City purchases to buy anything for themselves, friends or relatives. Nor shall City purchases be used to secure personal price advantages.

Public officials and employees are cautioned from accepting "discounts" or other advantages offered by vendors to "City Employees." While these may be legitimate business promotions from ethical businesses, employees should first ensure that they are not compromising themselves or placing the City in a potentially embarrassing position through a conflict with their official duties.

- (6) Disclosure of Interest in Legislation. Any public official or employee who appears before the City Council and has a financial or private interest in any pending City legislation should disclose such interest on the record of the City Council and thereafter abstain from participating in discussions with or giving an opinion to the Council.
- (7) City officials or employees who discover lost or stolen property should immediately turn it in to the Police Department. If the property is discovered while on duty, the official or employee is not entitled to receive unclaimed property in accordance with the Civil Code. However, except for peace officers, unclaimed property discovered when off duty may be claimed in accordance with the law.

5. Political Activity.

In accordance with Title VI, Chapter 101, Section 18, of the City Ordinance Code, no public official or employee shall during hours of work or when dressed in a uniform required in any department of the City or when wearing any City insignia required or permitted in any department of the City or while identifying

themselves as an officer or employee of the City of Milpitas, participate in any City, District, County, State, Federal, or other political activity or participate in any nomination, campaign or election.

This does not prevent any officer or employee from:

- a. Becoming or continuing to be a member of a political club or organization;
- b. Attending political meetings;
- c. Enjoying entire freedom from all interference in voting;
- d. Speaking or accepting election or appointment to public office while on leave of absence;
- e. Seeking signatures for any initiative or referendum petition directly affecting rates of pay, hours of work, retirement, civil service or other working conditions provided such activity is not carried on during hours of work;
- f. Distributing badges, pamphlets, dodgers, or hand bills or other participation in any campaign in connection with such petition if the activity is not carried on during hours of work or when dressed in the uniform required in any department of the City.

A violation of any provisions of this Code may constitute a cause for suspension, removal from office or employment or other disciplinary action.

The Council amended this SOP and renamed it to Code of Conduct for Public Officials by Resolution No. 7414 effective June 1, 2004.

16-1/SOP/6-04

APPENDIX C

FPPC Form 700 Statement of Economic Interests

CALIFORNIA FORM 700 FAIR POLITICAL PRACTICES COMMISSION	STATEMENT OF ECONOMIC INTERESTS COVER PAGE <i>A PUBLIC DOCUMENT</i>	Date Initial Filing Received _____ Official Use Only						
Please type or print in ink.								
NAME OF FILER (LAST) _____ (FIRST) _____ (MIDDLE) _____								
1. Office, Agency, or Court Agency Name (Do not use acronyms) _____ Division, Board, Department, District, if applicable _____ Your Position _____ ▶ If filing for multiple positions, list below or on an attachment. (Do not use acronyms) Agency: _____ Position: _____								
2. Jurisdiction of Office (Check at least one box) ☐ State ☐ Judge or Court Commissioner (Statewide Jurisdiction) ☐ Multi-County _____ ☐ County of _____ ☐ City of _____ ☐ Other _____								
3. Type of Statement (Check at least one box) ☐ Annual: The period covered is January 1, 2018, through December 31, 2018. -or- The period covered is ____/____/____, through December 31, 2018. ☐ Assuming Office: Date assumed ____/____/____ ☐ Candidate: Date of Election ____ and office sought, if different than Part 1: _____ ☐ Leaving Office: Date Left ____/____/____ (Check one circle.) ☒ The period covered is January 1, 2018, through the date of leaving office. -or- The period covered is ____/____/____, through the date of leaving office.								
4. Schedule Summary (must complete) ▶ Total number of pages including this cover page: _____ Schedules attached <table style="width: 100%;"> <tr> <td>☐ Schedule A-1 - Investments - schedule attached</td> <td>☐ Schedule C - Income, Loans, & Business Positions - schedule attached</td> </tr> <tr> <td>☐ Schedule A-2 - Investments - schedule attached</td> <td>☐ Schedule D - Income - Gifts - schedule attached</td> </tr> <tr> <td>☐ Schedule B - Real Property - schedule attached</td> <td>☐ Schedule E - Income - Gifts - Travel Payments - schedule attached</td> </tr> </table> -or- ☐ None - No reportable interests on any schedule			☐ Schedule A-1 - Investments - schedule attached	☐ Schedule C - Income, Loans, & Business Positions - schedule attached	☐ Schedule A-2 - Investments - schedule attached	☐ Schedule D - Income - Gifts - schedule attached	☐ Schedule B - Real Property - schedule attached	☐ Schedule E - Income - Gifts - Travel Payments - schedule attached
☐ Schedule A-1 - Investments - schedule attached	☐ Schedule C - Income, Loans, & Business Positions - schedule attached							
☐ Schedule A-2 - Investments - schedule attached	☐ Schedule D - Income - Gifts - schedule attached							
☐ Schedule B - Real Property - schedule attached	☐ Schedule E - Income - Gifts - Travel Payments - schedule attached							
5. Verification MAILING ADDRESS _____ STREET _____ CITY _____ STATE _____ ZIP CODE _____ (Business or Agency Address Recommended - Public Document) DAYTIME TELEPHONE NUMBER _____ EMAIL ADDRESS _____ () _____ I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information contained herein and in any attached schedules is true and complete. I acknowledge this is a public document. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Date Signed _____ Signature _____ (month, day, year) (File the originally signed paper statement with your filing official)								

Clear Page

Print

 FPPC Form 700 (2018/2019)
 FPPC Advice Email: advice@fppc.ca.gov
 FPPC Toll-Free Helpline: 866/275-3772 www.fppc.ca.gov
 Page - 5

APPENDIX D

RESOLUTION NO. 7702

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS AMENDING THE CITY OF MILPITAS CITY COUNCIL HANDBOOK TO CLARIFY THE PROCEDURES FOR RESIGNATION OF COMMISSIONERS, COMMITTEE MEMBERS OR BOARD MEMBERS FROM CITY COMMISSIONS, COMMITTEES OR BOARDS

WHEREAS, the City of Milpitas ("City") City Council Handbook currently does not provide for a procedure by which Commissioners, Committee members or Board members of City commissions, committees or boards may resign; and

WHEREAS, the City Council wishes to clarify the procedure for resignation from a City commission, committee or board.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Milpitas hereby amends the Section titled "Procedures for Making Appointments and Reappointments" at page 32 of the City Council Handbook by adding a paragraph at the end of the section to read as follows:

"A member of any City commission, committee or board who wishes to resign from their position must submit a written notice of resignation to the City Clerk. Such resignation shall become effective upon receipt of the written notice by the City Clerk. If a written notice of resignation designates an effective date, such resignation shall become effective on the date set in the notice, except when that date extends beyond the commissioner, committee member or board member's term, in which case the effective date of the resignation shall be the date the commissioner's term ends."

PASSED AND ADOPTED this 18th day of September 2007, by the following vote:

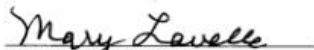
AYES: (5) Mayor Esteves, Vice Mayor Livengood, and Councilmembers Giordano, Gomez and Polanski

NOES: (0) None

ABSENT: (0) None

ABSTAIN: (0) None

ATTEST:


Mary Lavelle, City Clerk

APPROVED:


Jose S. Esteves, Mayor

APPROVED AS TO FORM:


Steven T. Mattas, City Attorney

Resolution No. 7702

CITY OF MILPITAS

COMMISSION BY-LAWS

Section 1. Purpose

A Commission serves as an active advisory group to the City Council on a variety of topics as directed by the City Council. These Commission By-Laws are applicable to all Commissions except for the Planning Commission, which is governed by the Municipal Code, Chapter 500. In addition to these By-Laws, each Commission shall have an addendum that is specific to the Commission and includes information about the Commission scope, member eligibility, and meeting frequency.

Section 2. Membership

A Commission is composed of seven (7) members and two (2) alternates appointed by the Mayor and approved by the City Council. All members and alternates shall be Milpitas residents, 18 years or older, unless otherwise noted in the Commission Bylaws Addendum. In addition to the seven (7) members and two (2) alternates, one (1) Milpitas resident enrolled in grades 9-12 may also be appointed as non-voting member by the Mayor and confirmed by the City Council for all Commissions except for the Youth Advisory Commission. The City Council may appoint a Council liaison to serve on the Commission in a non-voting capacity.

Section 3. Term of Office & Removal

The term of office is three years, or until the seat is filled, for every Commission and is tied to specific seats, not actual Commission members or alternates. A Commission member or alternate is appointed for the term of the seat, which can be less than three years, based on the time of appointment. A Commission member can re-apply at the end of each term.

Members and alternates are expected to attend all meetings. When any member or alternate has three or more absences in a 12-month period, the City Clerk's Office shall forward this information to the City Council for review and possible removal of the member or alternate from the Commission. Any member or alternate of the Commission may be removed from office at any time by a simple majority vote of the City Council at a regularly scheduled Council meeting, with or without cause.

Members and alternates may apply for reappointment by submitting a letter or e-mail of interest to the Mayor with a copy to the City Clerk prior to the expiration of his/her term of office. Any member or alternate of the Commission who wishes to resign MUST submit a letter of resignation or email to the Mayor with a copy to the City Clerk. Resignations will be confirmed by the City Council at a regularly scheduled Council meeting.

Section 4. Vacancies

Vacancies will be filled for the unexpired portion of the term by the Mayor with the approval of the City Council.

Section 5. Officers

A Chair and Vice Chair will be selected annually at the first meeting of the calendar year from the appointed members for a term of one year. The Chair will call for meetings and preside over all sessions. In the absence of the Chair and Vice Chair, the member with longest continuous service on the Commission will preside.

Section 6. Meetings

Commissions shall hold regular meetings at a predetermined day, week, time and location. All meetings shall be open to the public. Should a scheduled meeting occur on a holiday, said meeting will be deferred to the same day of the following week or to a date agreed upon by a majority of the Commission. Special meetings may be called by majority vote, the Chair, Staff Liaison, or the City Council. No meetings will be held in the month of July. Notice of any special meeting shall be given as required by law. Except as otherwise provided by these Bylaws, the Commission shall follow the latest edition of Robert's Rules of Order for the orderly conduct of meetings.

Section 7. Quorum

A quorum is a majority of the total voting seats on the Commission. Any FOUR (4) voting members, including alternates, shall constitute a quorum for the transaction of business. Alternates count towards quorum even when not seated until after the start of a meeting.

Section 8. Voting and Seating of Alternates

Voting authority is extended to the SEVEN (7) regular members. An alternate member shall vote only if seated in the absence of a regular member. In the event that a regular member is absent, alternate members shall be seated in order of their alternate position. If a member arrives after an alternate has been seated, the alternate shall remain as the voting member until the end of the meeting.

Section 9. Duties of Commission to be Advisory Only

It is intended that the Commission shall be an advisory body to the City Council.

Section 10. Subcommittees

Other committees within the Commission will be subcommittees of the Commission. The Commission may appoint such subcommittees, with at least one Commission member on the subcommittee, but not more than three members so as not to constitute a quorum.

Section 11. Assistance of Staff

The City Manager of the City of Milpitas shall provide the Commission with such information and staff assistance as the Commission may from time to time request subject to the limitations imposed by the City Council. The staff member designated by the City Manager shall attend meetings of the Commission, meetings of the Commission subcommittee as necessary, and submit such reports as said Commission may request and as deemed necessary or desirable, subject to limitations imposed by the City Council. The role of the Staff Liaison on a Commission is defined and should be referred to in the City of Milpitas Commissioner Handbook.

Section 12. Amendments

These Bylaws are subject to change through amendments approved by the City Council.

PASSED AND ADOPTED APRIL 16, 2019.

Addendums:

- 1) Arts Commission
- 2) Community Advisory Commission
- 3) Economic Development and Trade Commission
- 4) Energy and Environmental Sustainability Commission
- 5) Library and Education Advisory Commission
- 6) Parks, Recreation and Cultural Resources Commission
- 7) Public Safety and Emergency Preparedness Commission
- 8) Senior Advisory Commission
- 9) Science, Technology, and Innovation Commission
- 10) Veterans Commission
- 11) Youth Advisory Commission

CITY OF MILPITAS

STANDARD COMMISSION BYLAWS

Addendum: Economic Development and Trade Commission

The Economic Development and Trade Commission was originally established by the Milpitas City Council on February 18, 2003. On August 21, 2018, the City Council merged this Commission's advisory areas to include those of the dissolved Sister Cities Commission, which would be addressed through an international trade advisory area.

Advisory Area

This Commission will advise the Council on business issues, cultivate international trade relationships, and make recommendations on the design, development, and implementation of economic development in the City of Milpitas.

Membership

All members and alternates shall be Milpitas residents, OR own a business or be currently employed at a business located within the City limits of Milpitas.

Members of the Economic Development and Trade Commission are most appropriate, but not limited to the following areas of expertise or interest:

- Chamber of Commerce
- Milpitas Unified School District/Education
- Technology and Trade
- Business (may include, but not limited to, retail, restaurant, hotel, commercial, etc.)
- Commercial Real Estate (may include, but not limited to, brokers, developers, property owners, etc.)
- Resident

Economic Development Staff will consult with the Mayor on appointments to the Commission.

The City Council may confirm a Milpitas Unified School District Board Member liaison to serve on the Commission. This Member is selected by the Milpitas Unified School District Board and confirmed by Council at a City Council meeting.

Meetings

The Economic Development and Trade Commission shall hold meetings the 2nd Mondays of every month except, December and July, at 4:30 PM at the Committee Conference Room in City Hall, or a designated location.

PASSED AND ADOPTED APRIL 16, 2019.

**CITY OF MILPITAS
STANDARD COMMISSION
BYLAWS**

Addendum: Science, Technology and Innovation Commission

The Science, Technology and Innovation Commission was originally established by City Council on September 6, 1994. On August 21, 2018, the City Council updated the name of the Commission.

Advisory Area

This Commission will advise the Council on matters pertaining to technology services benefitting the Milpitas community.

Meetings

The Science, Technology and Innovation Commission shall ~~meet 6 times a year on the 3rd Monday of that month, at 7:00 PM at the Committee Conference Room in City Hall, or another designated location. The schedule of meetings will be determined by the Commission at the first meeting following the July City Council legislative break.~~

Deleted: hold meetings

Deleted: every

Deleted: except July,

PASSED AND ADOPTED APRIL 16, 2019.

Formatted: Font: 9 pt

Passed and Adopted 4/16/19

Revised X/X/XX

CITY OF MILPITAS
STANDARD COMMISSION
BYLAWS
Addendum: Youth Advisory Commission

The Youth Advisory Commission was established by City Council in April 1996.

Advisory Area

This Commission will advise the Council on matters pertaining to youth and teens in Milpitas.

Appointments

Appointments to the Youth Advisory Commission shall be brought to the City Council at the last meeting before the July City Council legislative break.

Formatted: Font: Not Bold, No underline

Membership

All members and alternates shall be Milpitas resident students in grades 7-12.

Meetings

The Youth Advisory Commission shall hold meetings the 2nd Thursdays of every month, except July, at 6:00 PM at the Rooms 140/141 in the Teen Center, or another designated location.

Deleted: 7:00

Deleted: Committee Conference Room

Deleted: City Hall

PASSED AND ADOPTED APRIL 16, 2019.

Formatted: Font: 9 pt

Formatted: Font: 9 pt

Passed and Adopted 4/16/19

Revised X/X/XX



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Receive and Review the FY 2021-22 Annual Report of Sole Source Contracts Lauren Lai, Finance Director, 408-586-3111
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	8/16/2022
	<u>Recommendation:</u> Receive and Review the FY 2021-22 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, short product description, vendor name, and dollar amount.

ANALYSIS:

During the reporting period, 40 sole source contracts or purchase orders amounting to \$2,554,408.82 were entered into or renewed on behalf of nine departments. The attached report groups contracts or purchase orders executed or renewed by department and provides relevant information for items such as the department, short product description, vendor name, 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. No Smoke Diesel Exhaust Removal System (Ward Diesel)
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)

POLICY ALTERNATIVE(S):

Alternative 1: Do not approve the Sole Source Contracts Annual Report

Pros: None

Cons: The City will be out of compliance with Muni Code Section I-2-3.06 Sole Source Procurement.

Reason Not Recommended: It is in the City's best interest to be in compliance with Muni Code Section I-2-3.06 Sole Source Procurement.

FISCAL IMPACT:

There is no fiscal impact to receive this informational report.

California Environmental Quality Act (CEQA):

The action being considered has no potential for causing a significant effect on the environment and is exempt from The California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 1561 (b)(3).

RECOMMENDATION:

Receive and review the FY 2021-22 annual Sole Source Report

Attachment(s):

FY 2021-22 Sole Source Report

FY 21-22 Annual Sole Source Report

	Department	Discription	Vendor	Amount
1	City Clerk	700 e-filing and Administration	NetFile	\$6,750.00
	Total			\$6,750.00
2	City Manager	Media Monitoring Service	Meltwater	\$5,820.00
3	City Manager	Milpitas Measure B Bike Share and Pedestrian Program	Silicon Valley Bicycle Coalition	\$45,000.00
	Total			\$50,820.00
4	Finance	Time and Attendance Software	Mitrefinch	\$5,957.50
5	Finance	GIS Data Export and Alarm Permit Reports	HdL	\$22,513.62
	Total			\$28,471.12
6	Fire	Matching Locution System	Motorola	\$43,832.00
7	Fire	Emergency Patient Locator App	Pulse Ponit	\$8,000.00
8	Fire	Annual Fire Policy Manual	Lexipol	\$10,462.00
9	Fire	E-88 Repairs	Golden State Emergency Vehicle	\$26,167.00
10	Fire	Stryker Technical Support	Stryker Sales Corp	\$18,658.80
11	Fire	NarcBox and Narc Trac Pro Subscription	NarcBox, EMS Logik	\$25,202.46
12	Fire	Intterra Reporting and Analytics	Intterra	\$21,750.00
13	Fire	Ward No Smoke Diesel Exhaust Removal System	Ward Diesel	\$113,027.46
	Total			\$267,099.72
14	Information Technology	Advanced Premise	Superion	\$60,471.30
15	Information Technology	GIS Service and APN Clean Up Conversion Service	Central Square	\$18,315.00
16	Information Technology	Web Governance Suite	Monsido	\$3,750.00
	Total			\$82,536.30
17	Planning	Symbium Plancheck	Symbium	\$210,000.00
18	Planning	Micro-Transit Service	RideCo	\$1,084,732.80
	Total			\$1,294,732.80
19	Police	NICE Logging Solution	Motorola	\$16,941.60
20	Police	Analytics System for Collision Reporting and Traffic Engineering	Crossroads	\$52,500.00
21	Police	LEFTA Systems SHIELD Suite	LEFTA Systems	\$7,755.00
22	Police	Automated License Plate Reader	Flock Group, Inc.	\$81,250.00
23	Police	CordioShield Wellness App.	Cordico	\$20,000.00
24	Police	Accurant for Law Enforcement	LexisNexis	\$2,100.00
25	Police	Officer Safety Plan 7	Axon Enterprise, Inc.	\$182,635.40
26	Police	LifePak CR2 Defibrillators	Stryker Sales Corp	\$39,242.41
27	Police	BolaWrap	Wrap Technologies, Inc	\$18,200.82

28	Police	MP5000 Portable Crash Barrier System	Delta Scientific Corporation	\$106,836.95
29	Police	Bola Wraps	ProForce Law Enforcement	\$14,710.23
30	Police	Pen System Annual Maintenance	SyTech	\$10,308.00
31	Police	SpeakWrite Voice Reports	SpeakWrite	\$10,000.00
Total				\$562,480.41

32	Public Works	Ammonia Mono Chloramine Analyzer Service	Hach	\$9,961.85
33	Public Works	InfoWater & InfoSewer Long Term Projection Software	Innovyze	\$17,983.00
34	Public Works	Water Meters and Ancillary Equipment/Parts.	National Meter & Automation	\$37,683.28
35	Public Works	Subscription and Training	SeeClickFix, Inc	\$18,000.00
36	Public Works	Monoclor MC-60 Hypochlorite Generation System	PSI Water Technologies	\$63,000.00
37	Public Works	Sodium Hypochlorite Generating System	Telstar	\$7,000.00
38	Public Works	SmartLevel Monitoring System	Hadronex, Inc. dba SmartCover Systems	\$35,225.00
Total				\$188,853.13

39	Recreation	Synthetic Ice Rink	Ice America	\$62,306.00
40	Recreation	Sinnot Rails and Handholds	Ross Recreation	\$10,359.34
Total				\$72,665.34

Grand Total				\$2,554,408.82
--------------------	--	--	--	-----------------------

Over \$100,000.00 **\$1,590,395.66**

Under \$100,000.00 **\$964,013.16**



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Conduct a Public Hearing and Approve the 2022 Report on Compliance with Public Health Goals for Drinking Water (Staff Contact: Tony Ndah, Public Works Director, 408-586-2602)
Category:	Public Hearings-Community Services and Sustainable Infrastructure
Meeting Date:	8/16/2022
	Recommendation: (1) Open the public hearing to receive public comments and then move to close the public hearing; and (2) Accept and approve the 2022 Report on Compliance with Public Health Goals for Drinking Water in accordance with provisions of the California Health and Safety Code.

Background:

Public Health Goals (PHGs) are non-enforceable water quality goals established by the California Office of Environmental Health Hazard Assessment and are based solely on public health risk considerations. Maximum Containment Level Goals (MCLG), established by the U.S. Environmental Protection Agency (USEPA), are the federal equivalent to California's PHGs. California Health and Safety Code requires all California water retailers serving more than 10,000 service connections to review water quality sampling results in relation to State established Public Health Goals (PHGs) for specified contaminants every three years.

During this triennial review of water quality sampling data, if sampling results show one or more contaminants in drinking water exceed the Public Health Goal (PHG), the water retailer must prepare a report to inform consumers of water quality contaminants that exceeded the PHGs. Public water systems are also required to hold a public hearing for the purpose of accepting and responding to public comment on the report, which may be done as part of a regularly scheduled Council meeting.

The 2022 Report on Compliance with Public Health Goals in Drinking Water (2022 PHG Report) covers calendar years 2019-2021. This report is presented to Council to satisfy the public hearing requirements and to obtain Council approval.

Analysis:

For this triennial review, staff reviewed water quality monitoring data collected for the years 2019, 2020, and 2021. The City of Milpitas water system complies with all of the health-based drinking water standards and Maximum Contaminant Levels (MCLs) required by the State Water Resources Control Board (SWRCB) and the USEPA. PHGs and MCLGs are levels of a contaminant in drinking water below which there is no known or expected risk to health. MCLs are set as close to the PHGs or (MCLGs) as is economically and technologically feasible and are lower levels than the established regulatory standards.

During the three-year reporting period, there were no exceedances measured in the City's water system for any PHG or MCLG. However, the City purchases water from two water wholesalers and, of those, the Santa Clara Valley Water District (Valley Water) reported detectable levels of bromate that exceeded the PHG, but were still below the MCL.

Bromate in drinking water is typically formed as a byproduct of ozonation disinfection of drinking water. Ozone disinfection is highly effective at inactivating microbial contamination and creates fewer disinfection by-products than hypochlorite. Bromate is a probable human carcinogen, and it can also cause non-cancer adverse health effects like hyperplasia. The City and its water suppliers will continue to implement the best available

technologies for preventing the formation of bromate as well as implementing best practices for monitoring and maintenance of the water system.

Fiscal Impact:

There are no specific fiscal implications from accepting the 2022 Public Health Goal Report.

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.

Recommendations:

1. Open the public hearing to receive public comments and then move to close the public hearing.
2. Accept and approve the 2022 Report on Compliance with Public Health Goals for Drinking Water in accordance with provisions of the California Health and Safety Code.

Attachment:

1. 2022 Water Quality Report on Compliance with Public Health Goals

CITY OF MILPITAS – 2022 PUBLIC HEALTH GOALS REPORT

BACKGROUND

The California Health and Safety Code, section 116470(b) requires public water systems serving more than 10,000 service connections to prepare a report if water quality monitoring results over the past three years exceed any California Public Health Goals (PHGs) and/or federal Maximum Contaminant Level Goals (MCLGs). PHGs are non-enforceable goals established by the California Environmental Protection Agency's Office of Environmental Health Hazard Assessment (OEHHA). MCLGs are goals that are adopted by USEPA, and only come into play if there is no California PHG. PHGs may not be more lenient than MCLGs.

Only constituents that have a California primary drinking water standard and for which either a PHG or MCLG has been set are to be addressed in the Report. **Attachment 1** contains a list of the regulated constituents and their respective PHGs or MCLGs.

If a constituent was found to be above the detection limit for purposes of reporting (DLR) by a water supplier between January 1, 2019 and December 31, 2021 at a level exceeding an applicable PHG or MCLG, the Report shall contain the following information as required by the law:

- Numerical public health risk associated with the enforced Maximum Contaminant Level (MCL) and the PHG or MCLG;
- Category or type of risk to health that could be associated with each constituent;
- Best treatment technology available, if any, that could be used to remove or reduce the constituent to a level at or below the PHG or MCLG;
- Estimate of the cost to install that treatment and if it is appropriate and feasible; and
- Description of the actions, if any, the City intends to take to reduce the level of the constituent.

The City of Milpitas conducts weekly, quarterly, annual, triennial, and 9-year monitoring on a continuous basis and is pleased to report that there were no compliance results in the past three years that were detected at or above the MCLG or PHG. The City purchases water from two water retailers: the San Francisco Public Utilities Commission (SFPUC) and the Santa Clara Valley Water District (Valley Water). In 2021 Valley Water reported detectable levels of bromate that exceeded the PHG, but were still below the MCL.

PHG/MCLG vs. MCL

PHGs are set by OEHHA (and MCLGs by USEPA) based solely on public health risk considerations. MCLs are set by USEPA or the California State Water Resources Control Board (SWRCB) Division of Drinking Water (DDW) as the contaminants maximum level which public water systems must not exceed. Violations of MCLs can result in fines, abatement orders, or closure of facilities. When the USEPA, or the DDW, adopts an MCL, they take into account such factors as (1) analytical methodologies, (2) effectiveness of available treatment

technologies, and (3) health benefits versus costs. PHGs (and MCLGs) are not enforceable and are not required to be met by any public water system.

Water Quality Data Review for this Report

Water quality data collected by the City of Milpitas during the calendar years of 2019, 2020 and 2021 for purposes of determining compliance with drinking water standards were reviewed in order to prepare this Report. The City of Milpitas purchases water from two water wholesalers: the San Francisco Public Utilities Commission (SFPUC) and the Santa Clara Valley Water District (Valley Water) and results of that monitoring is also considered in the report review. This data was summarized in the 2019, 2020, and 2021 Annual Water Quality Reports, also known as Consumer Confidence Reports, which were distributed to all of our customers by July of each of the following years and are also available online (see **Attachment 2** for copies of the 2019, 2020, and 2021 City of Milpitas Water Quality Reports).

Guidelines Followed for Preparation of this Report

The Association of California Water Agencies (ACWA) formed a workgroup that prepared guidelines for water utilities to use in preparing required PHG Reports. These guidelines, titled “Suggested Guidelines for Preparation of Required Reports on PUBLIC HEALTH GOALS (PHGs) to satisfy requirements of California Health and Safety Code Section 116470(b)” dated April 2022 were used in the preparation of this Report.

Best Available Treatment Technology and Cost Estimates

Both USEPA and DDW adopt Best Available Technologies (BATs), which are the best known methods of reducing contaminant levels below the MCL. This report also considers, where appropriate, other commercially available BATs that may have the ability to further reduce constituent levels beyond the MCL to the PHG/MCLG level or below. While a BAT may identify a process that can reduce the presence of a constituent, the cost of implementation can be a major factor in deciding whether or not to adopt the process. For a system that is in compliance with MCL levels, striving to keep constituents at or below PHG/MCLG levels must be evaluated with costs in mind. Thus, while the City is meeting all water quality MCLs, the intent of this exercise is to re-evaluate the value of a technology to remove or reduce a constituent to the level at which the USEPA or OEHHA has determined that there is no associated health risk (i.e. at or below the PHG/MCLG), if possible, and whether the cost to the ratepayers to provide advanced treatment could be justified.

The PHGs/MCLGs are set much lower than the MCL, and it is not always possible or feasible to determine what treatment technology is able to further reduce a constituent to a level at or below the PHG/MCLG. In some cases, such as when the MCLG is set at zero, there may not be commercially available technology to reach that level. The issue is further complicated because it is often not possible to verify by analytical means that the constituent has been totally eliminated, as some laboratory analyses can detect constituents down to a DDW approved level with certainty and are unable to definitively identify the constituent at lower levels. In some cases, installing treatment to try and further reduce very low levels of one constituent may have adverse effects on other aspects of water quality.

CONSTITUENTS DETECTED THAT EXCEED A PHG OR MCLG

In reviewing water quality monitoring data collected during 2019, 2020, and 2021, the City of Milpitas staff have concluded that a PHG Report is required that addresses bromate.

The following sections present a discussion of the detected constituent, the bromate levels detected, and the BATs to manage and mitigate the presence of bromate.

Bromate

Bromate is not commonly found in water, but it can be formed as a byproduct of ozonation disinfection of drinking water, or as a byproduct from treatment of water with concentrated hypochlorite. It is formed when naturally occurring bromide reacts with ozone during the disinfection process. The City of Milpitas purchases treated surface water from the SFPUC and Valley Water. Both water retailers use ozone as the primary disinfectant. Ozone disinfection is highly effective at inactivating microbial contamination and creates fewer disinfection by-products than hypochlorite.

The MCL for bromate is 10 ug/L (micrograms per liter), with a PHG of 0.1 ug/L. The DLR for bromate is 1 ug/L, and at the present time there are no laboratory methods available that can reliably measure bromate to levels as low as the PHG.

The category of health risk for bromate is carcinogenicity as it is capable of producing cancer. OEHHA has determined that the numerical health risk associated with concentrations at the PHG is equivalent to one excess case of cancer in 1,000,000 people.

Valley Water Bromate Monitoring Results

Bromate was detected in treated effluent from the two Valley Water Treatment Plants in 2019, 2020, and 2021 with a maximum value of 7.9 ug/L for the reporting period, above the PHG of 0.1 ug/L. The detected levels of bromate are typically well below the drinking water standard of 10 ug/L with the averages over the past 3 years being 1.4, 2.1, and 3.3 ug/L.

Best Available Technology to address Bromate

The USEPA and the SWRCB have identified that optimal control of the ozone treatment process is the BAT for reducing bromate formation. Valley Water's staff monitors its raw and treated water supply and continues to optimize treatment for disinfection byproduct control.

The BAT for bromate reduction is reverse osmosis (RO). RO treatment reduces the naturally-occurring bromide in source water by reducing the natural organic matter in water. When this is reduced, the demand for ozone decreases, therefore reducing bromate formation. Because the DLR for bromate (1 ug/L) is greater than the PHG, it would be difficult to assess the effectiveness of RO treatment on reaching the PHG level. The City of Milpitas does not own or

operate a water treatment facility and therefore cannot provide an exact cost estimate to treat bromate.

SUMMARY AND CONCLUSION

The drinking water for the City of Milpitas meets all standards established by DDW and USEPA to protect public health. The level of bromate detected is well below the state and federal MCL. However, if an MCL violation occurs, the City of Milpitas will coordinate with Valley Water to identify solutions for removing or reducing bromate in the water. Valley Water will continue to implement the BATs discussed to prevent bromate formation as well as the monitoring and maintenance programs. No additional actions are proposed at this time.

Attachments:

1. Table of Regulated Constituents with MCLs, DLRs, and PHGs for Regulated Drinking Water Contaminants
2. Consumer Confidence Reports for 2019, 2020 and 2021.

ATTACHMENT NO. 1

MCLs, DLRs and PHGs for Regulated Drinking Water Contaminants

Last Update: September 14, 2021

Prepared and provided by the Association of California Water Agencies (ACWA).

ATTACHMENT NO. 1
2019 PHG Triennial Report: Calendar Years 2019-2020-2021

MCLs, DLRs, and PHGs for Regulated Drinking Water Contaminants (Units are in milligrams per liter (mg/L), unless otherwise noted.) Last Update: September 14, 2021				
This table includes: - California's maximum contaminant levels (MCLs) - Detection limits for purposes of reporting (DLRs) Public health goals (PHGs) from the Office of Environmental Health Hazard Assessment (OEHHA) Also, the PHG for NDMA (which is not yet regulated) is included at the bottom of this table.				
Regulated Contaminant	MCL	DLR	PHG	Date of PHG
Chemicals with MCLs in 22 CCR §64431—Inorganic Chemicals				
Aluminum	1	0.05	0.6	2001
Antimony	0.006	0.006	0.001	2016
Arsenic	0.010	0.002	0.000004	2004
Asbestos (MFL = million fibers per liter; for fibers >10 microns long)	7 MFL	0.2 MFL	7 MFL	2003
Barium	1	0.1	2	2003
Beryllium	0.004	0.001	0.001	2003
Cadmium	0.005	0.001	0.00004	2006
Chromium, Total - OEHHA withdrew the 0.0025-mg/L PHG	0.05	0.01	withdrawn Nov. 2001	1999
Chromium, Hexavalent - 0.01-mg/L MCL & 0.001-mg/L DLR repealed September 2017	--	--	0.00002	2011
Cyanide	0.15	0.1	0.15	1997
Fluoride	2	0.1	1	1997
Mercury (inorganic)	0.002	0.001	0.0012	1999 (rev2005)*
Nickel	0.1	0.01	0.012	2001
Nitrate (as nitrogen, N)	10 as N	0.4	45 as NO ₃ (=10 as N)	2018
Nitrite (as N)	1 as N	0.4	1 as N	2018
Nitrate + Nitrite (as N)	10 as N	--	10 as N	2018
Perchlorate	0.006	0.004	0.001	2015
Selenium	0.05	0.005	0.03	2010
Thallium	0.002	0.001	0.0001	1999 (rev2004)
Copper and Lead, 22 CCR §64672.3				
<i>Values referred to as MCLs for lead and copper are not actually MCLs; instead, they are called "Action Levels" under the lead and copper rule</i>				
Copper	1.3	0.05	0.3	2008

ATTACHMENT NO. 1
2019 PHG Triennial Report: Calendar Years 2019-2020-2021

Lead	0.015	0.005	0.0002	2009
Radionuclides with MCLs in 22 CCR §64441 and §64443—Radioactivity				
[units are picocuries per liter (pCi/L), unless otherwise stated; n/a = not applicable]				
Gross alpha particle activity - OEHHA concluded in 2003 that a PHG was not practical	15	3	none	n/a
Gross beta particle activity - OEHHA concluded in 2003 that a PHG was not practical	4 mrem/yr	4	none	n/a
Radium-226	--	1	0.05	2006
Radium-228	--	1	0.019	2006
Radium-226 + Radium-228	5	--	--	--
Strontium-90	8	2	0.35	2006
Tritium	20,000	1,000	400	2006
Uranium	20	1	0.43	2001
Chemicals with MCLs in 22 CCR §64444—Organic Chemicals				
(a) Volatile Organic Chemicals (VOCs)				
Benzene	0.001	0.0005	0.00015	2001
Carbon tetrachloride	0.0005	0.0005	0.0001	2000
1,2-Dichlorobenzene	0.6	0.0005	0.6	1997 (rev2009)
1,4-Dichlorobenzene (p-DCB)	0.005	0.0005	0.006	1997
1,1-Dichloroethane (1,1-DCA)	0.005	0.0005	0.003	2003
1,2-Dichloroethane (1,2-DCA)	0.0005	0.0005	0.0004	1999 (rev2005)
1,1-Dichloroethylene (1,1-DCE)	0.006	0.0005	0.01	1999
cis-1,2-Dichloroethylene	0.006	0.0005	0.013	2018
trans-1,2-Dichloroethylene	0.01	0.0005	0.05	2018
Dichloromethane (Methylene chloride)	0.005	0.0005	0.004	2000
1,2-Dichloropropane	0.005	0.0005	0.0005	1999
1,3-Dichloropropene	0.0005	0.0005	0.0002	1999 (rev2006)
Ethylbenzene	0.3	0.0005	0.3	1997
Methyl tertiary butyl ether (MTBE)	0.013	0.003	0.013	1999
Monochlorobenzene	0.07	0.0005	0.07	2014
Styrene	0.1	0.0005	0.0005	2010
1,1,2,2-Tetrachloroethane	0.001	0.0005	0.0001	2003
Tetrachloroethylene (PCE)	0.005	0.0005	0.00006	2001
Toluene	0.15	0.0005	0.15	1999
1,2,4-Trichlorobenzene	0.005	0.0005	0.005	1999
1,1,1-Trichloroethane (1,1,1-TCA)	0.2	0.0005	1	2006
1,1,2-Trichloroethane (1,1,2-TCA)	0.005	0.0005	0.0003	2006
Trichloroethylene (TCE)	0.005	0.0005	0.0017	2009
Trichlorofluoromethane (Freon 11)	0.15	0.005	1.3	2014

ATTACHMENT NO. 1
2019 PHG Triennial Report: Calendar Years 2019-2020-2021

1,1,2-Trichloro-1,2,2-Trifluoroethane (Freon 113)	1.2	0.01	4	1997 (rev2011)
Vinyl chloride	0.0005	0.0005	0.00005	2000
Xylenes	1.75	0.0005	1.8	1997
(b) Non-Volatile Synthetic Organic Chemicals (SOCs)				
Alachlor	0.002	0.001	0.004	1997
Atrazine	0.001	0.0005	0.00015	1999
Bentazon	0.018	0.002	0.2	1999 (rev2009)
Benzo(a)pyrene	0.0002	0.0001	0.000007	2010
Carbofuran	0.018	0.005	0.0007	2016
Chlordane	0.0001	0.0001	0.00003	1997 (rev2006)
Dalapon	0.2	0.01	0.79	1997 (rev2009)
1,2-Dibromo-3-chloropropane (DBCP)	0.0002	0.00001	0.000003	2020
2,4-Dichlorophenoxyacetic acid (2,4-D)	0.07	0.01	0.02	2009
Di(2-ethylhexyl)adipate	0.4	0.005	0.2	2003
Di(2-ethylhexyl)phthalate (DEHP)	0.004	0.003	0.012	1997
Dinoseb	0.007	0.002	0.014	1997 (rev2010)
Diquat	0.02	0.004	0.006	2016
Endothal	0.1	0.045	0.094	2014
Endrin	0.002	0.0001	0.0003	2016
Ethylene dibromide (EDB)	0.00005	0.00002	0.00001	2003
Glyphosate	0.7	0.025	0.9	2007
Heptachlor	0.00001	0.00001	0.000008	1999
Heptachlor epoxide	0.00001	0.00001	0.000006	1999
Hexachlorobenzene	0.001	0.0005	0.00003	2003
Hexachlorocyclopentadiene	0.05	0.001	0.002	2014
Lindane	0.0002	0.0002	0.000032	1999 (rev2005)
Methoxychlor	0.03	0.01	0.00009	2010
Molinate	0.02	0.002	0.001	2008
Oxamyl	0.05	0.02	0.026	2009
Pentachlorophenol	0.001	0.0002	0.0003	2009
Picloram	0.5	0.001	0.166	2016
Polychlorinated biphenyls (PCBs)	0.0005	0.0005	0.00009	2007
Simazine	0.004	0.001	0.004	2001
Thiobencarb	0.07	0.001	0.042	2016
Toxaphene	0.003	0.001	0.00003	2003
1,2,3-Trichloropropane	0.000005	0.000005	0.0000007	2009
2,3,7,8-TCDD (dioxin)	3x10 ⁻⁸	5x10 ⁻⁹	5x10 ⁻¹¹	2010
2,4,5-TP (Silvex)	0.05	0.001	0.003	2014
Chemicals with MCLs in 22 CCR §64533—Disinfection Byproducts				
Total Trihalomethanes	0.080	--	--	--
Bromodichloromethane	--	0.0010	0.00006	2020

ATTACHMENT NO. 1
2019 PHG Triennial Report: Calendar Years 2019-2020-2021

Bromoform	--	0.0010	0.0005	2020
Chloroform	--	0.0010	0.0004	2020
Dibromochloromethane	--	0.0010	0.0001	2020
Haloacetic Acids (five) (HAA5)	0.060	--	--	--
Monochloroacetic Acid	--	0.0020	--	--
Dichloroacetic Acid	--	0.0010	--	--
Trichloroacetic Acid	--	0.0010	--	--
Monobromoacetic Acid	--	0.0010	--	--
Dibromoacetic Acid	--	0.0010	--	--
Bromate	0.010	0.0050**	0.0001	2009
Chlorite	1.0	0.020	0.05	2009
<i>Chemicals with PHGs established in response to DDW requests. These are not currently regulated drinking water contaminants.</i>				
N-Nitrosodimethylamine (NDMA)	--	--	0.000003	2006
*OEHHA's review of this chemical during the year indicated (rev20XX) resulted in no change in the PHG.				
**The DLR for Bromate is 0.0010 mg/L for analysis performed using EPA Method 317.0 Revision 2.0, 321.8, or 326.0.				

ATTACHMENT NO. 2

City of Milpitas Consumer Confidence Reports:

- 2019 Water Quality Report
- 2020 Water Quality Report
- 2021 Water Quality Report

Important contact information

City contacts

City of Milpitas
455 E Calaveras Blvd.
Milpitas, CA 95035
(408) 586-3000; TDD (408) 586-2643
www.ci.milpitas.ca.gov

Hours of operation
8 a.m. to 5 p.m., M–F

Water Emergencies
(408) 586-2600, Business Hours
(408) 586-2400, After Hours

Billing Questions
(408) 586-3100

Water Conservation Hotline
(408) 586-2666

SCVWD Pollution Hotline
(888) 510-5151 (24 Hours)

Resources

Division of Drinking Water
waterboards.ca.gov/drinking_water/
(510) 620-3474

US EPA
water.epa.gov
(800) 426-4791

Department of
Water Resources
www.water.ca.gov

Bay Area Water Supply and
Conservation Agency
bawscs.org

American Water Works
Association
awwa.org or DrinkTap.org

SCVWD SFPUC
valleywater.org sfwater.org

More information

For more information about this report or the City’s water quality monitoring program, please contact:

City of Milpitas Public Works Department at
(408) 586-2600; MilpitasCCR@ci.milpitas.ca.gov

How to get involved

City Council meetings are typically held on the first and third Tuesday of every month at 7:00 pm in the City Hall Council Chambers located at 455 E. Calaveras Blvd. Prior to each meeting, Council meeting agendas can be found posted at City Hall and can also be downloaded from the City website: www.ci.milpitas.ca.gov.



COVID-19 and Drinking Water

First, be assured the COVID-19 Virus is not impacting the safety of your drinking water supply, or our ability to supply water to the City of Milpitas. The World Health Organization has stated that the "presence of COVID-19 virus has not been detected in drinking-water supplies and based on our current evidence, the risk to water supplies is low". The City of Milpitas is continuing to monitor the COVID-19 emergency to ensure we continue our essential work in providing safe, clean water for our community.

CITY OF MILPITAS 2019
Water Quality Report

This report contains important information about your drinking water. Translate it, or speak with someone who understands it.

Este informe contiene información muy importante sobre su agua potable. Tradúzcalo o hable con alguien que lo entienda bien.

Ito ay isang mahalagang impormasyon tungkol sa inyong iniinom na tubig. Isaling-wika ito, o makipag-usap sa isang tao na naiintindihan ito.

Chi tiết này thật quan trọng. Xin nhờ người dịch cho quý vị.

此份有關你的食水報告 內有重要資料和訊息 請找他人為你翻譯及解釋清楚。

यह महत्वपूर्ण जानकारी आपके पीने के पानी के बारे में है। इसका अनुवाद करें, या किसी ऐसे व्यक्ति से बात करें जो इसे समझता हो।

City of Milpitas
455 E. Calaveras Blvd.
Milpitas, CA 95035
www.ci.milpitas.ca.gov



Frequently asked questions

Why is my water brown or not clear?

Stagnant water sitting in aging plumbing may become brown. This should clear up once sitting water is flushed out from the pipes and replaced with fresh water. Brown water could also be from blocked or clogged sink fixture aerators. Aerators are located at the end of a fixture and can be removed and flushed to clear any debris. Once flushed, hand-tighten to reassemble.

Is there fluoride in the water?

The City receives fluoridated water from SFPUC and SCVWD. SFPUC has been fluoridating water since 1995 while SCVWD began fluoridation in December of 2016.

Why has my water pressure dropped suddenly?

Depending on your location, you could receive water pressure between 40 to 140 psi. Water pressure could have dropped for a variety of reasons. If your water pressure drops unexpectedly, please call Milpitas Public Works Department at (408) 586-2600. You can also check for clogged strainers and proper operation of any pressure regulators (setting).

How can I treat my drinking water after a disaster?

If you run out of stored drinking water, strain and treat water from your water heater or toilet reservoir tank (except if you use toilet tank cleaners.) You cannot drink swimming pool or spa water, but it can be used for flushing toilets or washing.

Strain large particles by pouring water through a couple of layers of paper towels or clean cloth. Purify the water by:

- Boiling. Bring to a rolling boil and maintain for 3-5 minutes. To improve the taste, pour it back and forth between two clean containers to add oxygen back into the water.
- Disinfecting. If the water is clear, add 8 drops of bleach per gallon of water. If it is cloudy, add 16 drops. Shake or stir, then let stand for 30 minutes. A slight chlorine taste and smell is to be expected.

What is the state of the drought and what is "Making Water Conservation A California Way of Life"?

On April 7, 2017, Governor Brown issued Executive Order B-40-17, terminating the January 17, 2014 drought State of Emergency for most counties in California. The Order does however direct the Water Board to continue "Making Water Conversation a California Way of Life" and keep certain restrictions to prohibit wasteful practices. These restrictions along with additional water conservation measures set by the City include:

- Apply only as much water as your landscape needs to prevent water runoff onto streets and sidewalks.
- Wash vehicles with a hose that has a shut-off nozzle.
- Use a broom to clean driveways and sidewalks.
- Recirculate potable water in fountains or decorative water features.
- Do not water landscapes during or within 48 hours of measureable rainfall.
- Restaurants to only serve drinking water upon request.
- Guests of hotels and motels can choose not to have towels and linens laundered daily.
- Pools and spas must be covered when not in use to prevent evaporation.

Visit www.savewatermilpitas.org for water conservation tips and water use schedules.

How can I prepare for an emergency?

In a disaster or emergency situation, water supplies may be cut off or contaminated. Store enough water to supply everyone in your family for at least 3-5 days. For general drinking purposes, store one gallon of water per person per day and three gallons of water per person per day for limited cooking and personal hygiene use. If you store tap water, use food grade plastic containers. Replace water at least once every six months. If you buy bottled "spring" or "drinking" water, keep it in its original container. Label bottles with their replacement date and store in a cool, dark place.



Our drinking water and how we protect it



SFPUC Supply

SFPUC water is a combination of Hetch Hetchy water and treated local water. Most of SFPUC’s water is sourced from the Hetch Hetchy watershed located in the Sierra Nevada Mountains. This water is exempt from filtration requirements by the United States Environmental Protection Agency (USEPA) and State Water Resources Control Boards’ Division of Drinking Water (DDW), due to the protected Sierra spring snow melt water source. Local water is collected within the Alameda watershed at Calaveras Reservoir and San Antonio Reservoir. Local water is treated through filtration and disinfection at the Sunol Valley Water Treatment Plant.

SCVWD Supply

SCVWD water is sourced primarily from the Sacramento-San Joaquin Delta watershed via the South Bay Aqueduct, Dyer Reservoir, Lake Del Valle, and San Luis Reservoir. The water supply is supplemented by local water sources at Anderson and Calero Reservoirs. SCVWD water is treated through filtration and disinfection at Penitencia and Santa Teresa Water Treatment Plants.

Emergency Supplies

The City does not blend or combine SFPUC and SCVWD waters under normal operating conditions. However, the service areas can be interconnected to provide emergency water supply if needed. The City’s water system is also interconnected with the Alameda County Water District to the north and San Jose Water Company to the south. In the event that there is an emergency, either or both agencies can provide water to the City. SFPUC and SCVWD share an intertie that can supply water from one wholesaler to the other. The City can also provide temporary emergency water supply using Pinewood Well, located in the southwestern portion of the City.

Drinking Water Source Assessment Program

Drinking Water Source Assessment Programs evaluate the vulnerability of water sources to potential contamination. Both SFPUC and SCVWD have conducted drinking water source assessments for the City’s potable water supplies. The assessments are available for review at the State Water Resources Control Board (SWRCB) – Division of Drinking Water District Office. You may request that a summary of the assessments be sent to you by calling (510) 620-3474.

SFPUC conducts an annual watershed sanitary survey for the Hetch Hetchy source as well as five year sanitary surveys for local water sources. These surveys evaluate the sanitary condition, water quality, potential contamination sources, and the results of watershed management activities. The surveys were completed with support from partner agencies, including the National Park Service and US Forest Service. These surveys have identified wildlife, stock, and human activities as potential contamination sources.

SCVWD’s water sources are vulnerable to potential contamination from a variety of land use practices, such as agricultural and urban runoff, recreational activities, livestock grazing, and residential and industrial development. The imported sources are also vulnerable to wastewater treatment plant discharges, seawater intrusion, and wild fires in open space areas. In addition, local sources are also vulnerable to potential contamination from commercial stables and historic mining practices. No contaminants associated with any of these activities have been detected in SCVWD’s treated water. The water treatment plants provide multiple barriers for physical removal and disinfection of contaminants.

Contaminants and Regulations

To ensure that tap water is safe to drink, the United States Environmental Protection Agency (USEPA) and the State Water Resources Control Board (State Board) prescribe regulations that limit the amount of certain contaminants in water provided by public water systems. The State Board regulations also establish limits for contaminants in bottled water that provide the same protection for public health.

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs and wells. As water travels over the surface of the land or through the ground, it dissolves naturally-occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants that may be present in source water include:

- Microbial Contaminants, such as viruses and bacteria, that may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.
- Inorganic Contaminants, such as salts and metals, that can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.
- Pesticides and Herbicides that may come from a variety of sources, such as agriculture, urban stormwater runoff, and residential uses.
- Organic Chemical Contaminants, including synthetic and volatile organic chemicals, that are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, agricultural application, and septic systems.
- Radioactive Contaminants that can be naturally-occurring or be the result of oil and gas production and mining activities.



Maintaining water quality

The City is dedicated to maintaining the water quality and protecting the water supply. The safegaurds include a combination of preventative and monitoring practices described below.

Hydrant and Water Main Flushing. Flushing of fire hydrants and water mains is performed to remove sediment and keep the distribution system refreshed by circulating water in pipes that would otherwise remain stagnant. As a result, residents in the immediate vicinity may experience temporary discoloration in their water. This discoloration does not affect the safety of the water. If you experience discoloration in your water after City crews have been flushing in your neighborhood, clear the water from your house plumbing by running water faucets for a few minutes prior to use.

Backflow Testing. A backflow preventer is a plumbing device that keeps the water supply safe by preventing water on private property from flowing back into the City’s distribution system. Backflow devices are required to be tested annually to ensure they are working properly

Water Sampling. Sampling of the water system is performed in accordance to State and Federal rules and regulations. This requires purging of the water line for a sample to be lab tested. See the third page of this CCR for water quality sampling results.

Littering is throwing it all away

Nearly 80 percent of the debris found in our watersheds, creeks, shorelines, and the South San Francisco Bay is washed, blown, or dumped by humans residing in the vicinity of the water shed. One piece of litter can end up miles from where it was improperly discarded, polluting our water systems and causing a threat to wildlife. The primary sources of litter are: pedestrians, motorists, trucks with uncovered loads, household trash handling and its placement at the curb, loading docks, and demolition sites.

Because we live in a watershed, our community’s litter makes a very big impact. A watershed is a land area that drains water into a creek, river, lake, wetland, bay or groundwater aquifer. In the Santa Clara Valley, the water from rain and irrigation (called runoff) picks up litter and carries it directly into storm drains and creeks that flow to San Francisco Bay.

You Can Make a Difference

- Don’t litter, ever. Something as small as a cigarette butt thrown on a city street has long term adverse effects on the environment.
- When you see litter, pick it up and dispose of it properly.
- Secure and cover all truckloads of loose debris.
- Make sure your trash can lid is closed securely.
- Always bring a bag for trash when picnicking, hiking, or camping.
- If you own a business, check your dumpster on a regular basis, keep it locked and protect it from illegal dumping.
- Report illegal dumping to the Milpitas Police Department at (408) 586-2400. For solid waste and street sweeping services, call Milpitas Sanitation at (408) 988-4500.
- Call the Santa Clara Countywide Recycling Hotline at (800) 533-8414 or visit www.reducewaste.org to find out where to dispose of or donate large commercial items such as furniture, a

The City of Milpitas draws water from two sources that provide clean water to residents and businesses. The water is purchased from two separate wholesalers: treated surface water from the San Francisco Public Utilities Commission (SFPUC) and treated surface water from the Santa Clara Valley Water District (SCVWD). In the event that water supply is interrupted from either SCVWD or SFPUC, the City has the option of utilizing its emergency supply to meet basic water needs for a short duration of time. In 2019, the City supplied an average of 7.1 million gallons of water per day to approximately 16,700 homes and businesses for indoor and outdoor use.

Recycled Water – providing drought-proof, high quality water for our community

In 2019, irrigation and industrial customers in Milpitas used 300 million gallons of recycled water, thereby conserving an equal amount of potable drinking water. Recycled water from the San Jose/Santa Clara Water Pollution Control Plant undergoes an extensive treatment process (including filtration and disinfection) and is delivered to landscape irrigation and industrial customers in Milpitas, San Jose, and Santa Clara. For more information pertaining to recycled water, visit www.sanjoseca.gov/sbwr.

2019

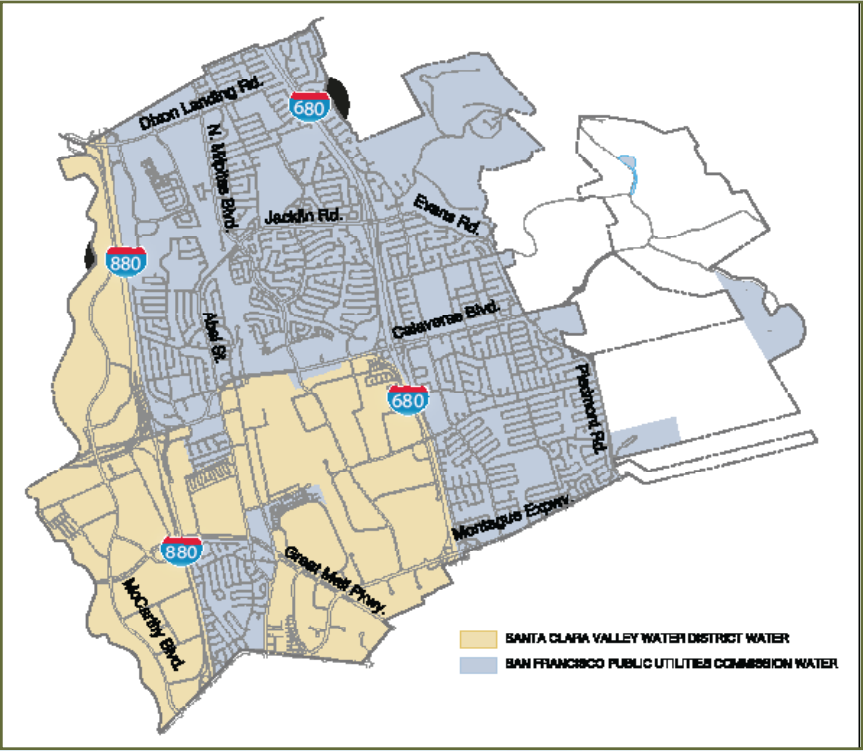
Water Quality Data

In 2019, The City of Milpitas collected over 2,000 drinking water samples to be analyzed by State-certified laboratories. The water supplied in Milpitas met all USEPA and State drinking water health standards in 2019, as shown in the adjacent table, which lists all drinking water constituents that were detected during the 2019 calendar year. A full list of tested constituents is available upon request. Unless otherwise noted, the data presented in this table reflects testing completed between January 1 and December 31, 2019.

Some data, although representative, were collected prior to 2019, as the State Board requires monitoring for some constituents less frequently. The concentrations of these constituents do not vary frequently or significantly.

Water Supply Map

The City serves SFPUC source water to the area south of Calaveras Blvd and east of I-680, as well as north of Calaveras Blvd and east of I-880. SCVWD service areas are west of I-880, as well as south of Calaveras Blvd and west of I-680. Refer to the Water Supply Map below to see where your water comes from.



What else should I know?

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the USEPA Safe Drinking Water Hotline at (800) 426-4791.

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons, such as persons with cancer undergoing chemotherapy; persons who have undergone organ transplants; people with HIV/AIDS or other immune system disorders; some elderly; and infants can be particularly at risk from infections. These individuals should seek advice from their health care providers.

USEPA/Centers for Disease Control guidelines on appropriate means to lessen the risk of infection by cryptosporidium and other microbial contaminants are available from the USEPA Safe Drinking Water Hotline at (800) 426-4791.

Definitions of Key Terms

- Maximum Contaminant Level (MCL). The highest level of a contaminant that is allowed in drinking water. Primary MCLs are set as close to the PHGs (or MCLGs) as is economically and technologically feasible. Secondary MCLs are set to protect the odor, taste and appearance of drinking water. MCLs are established by USEPA and the State Board.
- Maximum Contaminant Level Goal (MCLG). The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs are set by the USEPA.
- Maximum Residual Disinfectant Level (MRDL). The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.
- Maximum Residual Disinfectant Level Goal (MRDLG). The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.
- Notification Level (NL). Health based advisory levels established by SWRCB for chemicals in drinking water that lack MCLs.
- Primary Drinking Water Standard (PDWS). MCLs and MRDLs for contaminants that affect health along with their monitoring and reporting requirements and water treatment requirements.
- Treatment Technique (TT). A required process intended to reduce the level of a contaminant in drinking water.
- Public Health Goal (PHG). The level of a contaminant in drinking water below which there is no known or expected risk to health. PHGs are set by the California Office of Environmental Health Hazard Assessment.
- Regulatory Action Level (AL). The concentration of a contaminant which, if exceeded, triggers treatment or other requirements that a water system must follow.
- Total Organic Carbon (TOC). TOC is precursor for disinfection byproduct formation.
- Turbidity. Turbidity is a measure of the cloudiness of the water, and is also used to indicate the effectiveness of the filtration system. High turbidity can hinder the effectiveness of disinfectants.
- UCMR. Unregulated Contaminant Monitoring Rule requires monitoring for contaminants not currently regulated. This monitoring provides a basis for future regulatory actions to protect public health.

PRIMARY DRINKING WATER STANDARDS (PUBLIC HEALTH RELATED STANDARDS)										
PARAMETER	Unit	MCL, (AL), or [MRDL]	PHG, (MCLG), or [MRDLG]	Distribution System		SCVWD _b		SFPUC		Typical Sources*
				Average	Range	Average	Range	Average	Range	
SOURCE WATER SAMPLING										
INORGANIC CHEMICALS										
Aluminum	ppm	1	0.6			0.06	ND – 0.1	ND	ND	3, 4
Bromate	ppb	10	0.1			1.4	ND - 2.3	ND	ND	9
Fluoride	ppm	2	1			ND	ND - 0.14	0.3	ND - 0.9	3, 5, 6
Nitrate (as Nitrogen)	ppm	10	10			ND	ND – 0.6	ND	ND	3, 7, 8
Nitrate + Nitrite (as N)	ppm	10	10			ND	ND - 0.6	ND	ND	3, 7, 8
DISINFECTION BYPRODUCT PRECURSOR										
TOC (precursor control)	ppm	TT	NA			2.3	1.6 - 3.2	2.1	1.6 - 2.6	10
MICROBIOLOGICAL										
Giardia Lamblia	cysts/L	TT	(0)			ND	ND - 0.1	0.03	0 – 0.09	1
Turbidity	NTU	TT _a	NA			1	100%	1 _c	99 – 100% _d	2
DISTRIBUTION SYSTEM SAMPLING										
LEAD AND COPPER RULE (2019) - SAMPLES COLLECTED AT CUSTOMERS' TAPS				90th Percentile		# of Samples Above AL				
Lead	ppb	(15)	0.2	1.7		0 out of 35			3, 17, 19	
Copper	ppm	(1.3)	0.3	0.044		0 out of 35			3, 17, 18	
DISINFECTION RESIDUALS AND BYPRODUCTS				Highest Location RAA		Range				
Disinfectant Residual as Chlorine	ppm	[4]	[4]	2.86		0.7 – 4.1			20	
Total Trihalomethanes	ppb	80	NA	45.5		14 – 56			9	
Haloacetic Acids	ppb	60	NA	41.8		8.4 – 47			9	
MICROBIOLOGICAL				Average		Range				
Total Coliform Bacteria	% pos / month	5.0%	(0)	0.09%		0 – 1.09%			1	
SECONDARY DRINKING WATER STANDARDS (AESTHETIC STANDARDS)										
PARAMETER	Unit	MCL		Average	Range	Average	Range	Average	Range	Sources*
Aluminum	ppb	200		NA	NA	57	ND – 100	ND	ND - 68	3, 4
Chloride	ppm	500		NA	NA	49	20 - 86	8.7	<3 – 17	11, 12, 14
Color	CU	15		ND	ND–15	ND	ND	<5	<5 – 10	13
Odor — Threshold	TON	3		ND	ND	1	1	ND	ND	13
Specific Conductance	µS/cm	1600		NA	NA	407	241 - 557	158	32 - 234	14, 16
Sulfate	ppm	500		NA	NA	43	19 - 52	15	1- 29	11, 12, 15
Total Dissolved Solids	ppm	1000		NA	NA	249	152– 328	76	<20 – 119	11, 12
UNREGULATED PARAMETERS										
UCMR 3 (2014-2015)										
PARAMETER	Unit	NL		Average	Range	Average	Range	Average	Range	
Chlorate	ppb	800		120	68–190	123	72 – 290	52	51–180	
Boron	ppb	1000		NA	NA	ND	ND – 123	ND	ND –203	
Molybdenum	ppb	NS		1.9	1.8–2.0	<1	ND – <1	NA	NA	
Strontium	ppb	NS		151	14–290	ND	ND	111	12 – 234	
Vanadium	ppb	50		ND	ND–4.5	ND	ND – 4	NA	NA	
UCMR 4 (2019-2020)										
PARAMETER	Unit	MRL		Average		Range		Range		
HAA5	ppb	NA		30.1		14 - 47				
HAA6Br	ppb	NA		3.44		0.38 - 15				
HAA9	ppb	NA		33.29		22 - 47				
Butylated Hydroxyanisole	ppb	0.03		0.035		ND - 0.035				
Quinoline	ppb	0.02		0.028		ND - 0.028				
Manganese	ppb	0.4		6.4		1.8 - 17				
OTHER WATER QUALITY PARAMETERS										
PARAMETER	Unit	ORL		Average	Range	Average	Range	Average	Range	
Boron	ppb	1000 (NL)				139	ND - 161	ND	ND - 107	
Bromide	ppb	NA				110	ND - 160	7	<5 - 27	
Calcium (as Ca)	ppm	NA				21	12 - 31	12	3.3 - 20	
Chlorate	ppb	800 (NL)				132	40 - 210	84	40 - 220	
Chromium (VI)	ppb	NA				ND	ND	0.12	0.04 - 0.19	
Hardness (as Calcium Carbonate)	ppm	NA				97	53 - 148	47	8.9 - 77	
Magnesium	ppm	NA				12	7 - 17	4.2	<0.2 - 6.6	
pH	–	NA				7.9	7.7 – 8.0	9.3	8.8 - 10.1	
Potassium	ppm	NA				2.5	1.5 - 3.8	0.8	0.3 - 1.2	
Silica	ppm	NA				11	10 - 13	6.1	4.9 - 8	
Sodium	ppm	NA				44	24 - 67	14	2.8 – 21	
Strontium	ppb	NA				ND	ND	107	13 - 230	
Temperature	°C	NA				18	12 - 23	ND	ND	
Total Alkalinity (as Calcium Carbonate)	ppm	NA				78	49 - 111	46	3.5 - 97	
Vanadium	ppb	50 (NL)				ND	ND - 3	ND	ND	
NOTES										
a. For unfiltered water, the MCL is 5.0 NTU. For filtered water, the MCL is ≤0.3 NTU 95% of the time.										
b. Water system was fed by Santa Teresa and Penitencia Water Treatment Plants.										
c. Maximum value measured.										
d. Percent of time turbidity was maintained at or below 0.3 NTU.										

Water Quality Information

Lead

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Infants and young children are typically more vulnerable to lead in drinking water than the general population. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. The City is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. It is possible that lead levels at your home may be higher than at other homes in the community as a result of materials used in your home's plumbing. If you are concerned about elevated lead levels in your home's water, you may wish to have your water tested by a laboratory and/or flush your tap. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you do so, you may wish to collect the flushed water and reuse it for another beneficial purpose, such as watering plants. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the USEPA Safe Drinking Water Hotline or at (800) 426-4791 or at epa.gov/lead.

In 2018, the City of Milpitas, through a coordinated effort with the Milpitas Unified School District (MUSD) has completed lead sampling at fourteen (14) K-12 school sites, in compliance with Assembly Bill No. 746.

Fluoride and Dental Fluorosis

Mandated by State law, water fluoridation is a widely accepted practice proven to be safe and effective for preventing and controlling tooth decay. The fluoride target level in the water is 0.7 milligram per liter (mg/L, or part per million, ppm), consistent with the May 2015 State regulatory guidance on optimal fluoride level. Infants fed formula mixed with water containing fluoride at this level may still have a chance of developing tiny white lines or streaks in their teeth. These marks are referred to as mild to very mild fluorosis, and are often only visible under a microscope. Even in cases where the marks are visible, they do not pose any health risk. The Centers of Disease Control (CDC) considers it safe to use optimally fluoridated water for preparing infant formula. To lessen this chance of dental fluorosis, you may choose to use low-fluoride bottled water to prepare infant formula. Nevertheless, children may still develop dental fluorosis due to fluoride intake from other sources such as food, toothpaste and dental products.

Contact your healthcare provider or SWRCB-DDW if you have concerns about dental fluorosis. For additional information about fluoridation or oral health, visit the SWRCB-DDW website www.waterboards.ca.gov/drinking_water/certlic/drinkingwater/Fluoridation.shtml, or the CDC website www.cdc.gov/fluoridation.

Disinfection with Chloramine

Both SFPUC and SCVWD waters are treated with chloramine to protect public health. Chloramine assists in destroying disease-causing organisms. Chloramine is considered safe for use as a water disinfectant. However, home dialysis patients and aquarium owners must take precautions before using the chloraminated water in kidney dialysis machines or aquariums. Dialysis patients should consult with their doctor or dialysis technician and aquarium owners should consult with their pet store.

Hardness

Water hardness is determined mainly by the presence of calcium and magnesium salts. Although hard water does not pose a health risk, it may be considered undesirable for other reasons. Some benefits of water softening are reductions in soap usage, longer life for water heaters and a decrease in encrustation of pipes; disadvantages are an increase in sodium intake, an increase in maintenance and servicing and potential adverse effects on salt-sensitive plants. To convert hardness from ppm to grains per gallon, divide by 17.1. A hardness scale is provided below for your reference.

Hardness Classification	Grains per Gallon	ppm
Soft	less than 1.0	less than 17.1
Slightly hard	1.0-3.5	17.1–60
Moderately hard	3.5–7.0	60–120
Hard	7.0–10.5	120–180
Very hard	over 10.5	over 180

* Typical Sources In Drinking Water

- | | | | |
|----|---|----|--|
| 1 | Naturally present in the environment | 12 | Leaching from natural deposits |
| 2 | Soil runoff | 13 | Naturally-occurring organic materials |
| 3 | Erosion of natural deposits | 14 | Seawater influence |
| 4 | Residue from some surface water treatment processes | 15 | Industrial wastes |
| 5 | Water additive that promotes strong teeth | 16 | Substances that form ions when in water |
| 6 | Discharge from fertilizer and aluminum factories | 17 | Internal corrosion of household plumbing systems |
| 7 | Runoff and leaching from fertilizer use | 18 | Leaching from wood preservatives |
| 8 | Leaching from septic tanks and sewage | 19 | Discharges from industrial manufacturers |
| 9 | By-product of drinking water disinfection | 20 | Drinking water disinfectant added for treatment |
| 10 | Various natural and man-made sources | | |
| 11 | Runoff from natural deposits | | |

Abbreviations

- | | | | |
|---------|--|-------|---|
| °C | Degrees Celsius | % pos | % positive |
| CU | Color unit | RAA | Running annual average |
| cysts/L | Cysts per liter | SCVWD | Santa Clara Valley Water District |
| DDW | Division of Drinking Water | SFPUC | San Francisco Public Utilities Commission |
| NA | Not applicable | TOC | Total organic carbon |
| ND | Not detected | TON | Threshold odor number |
| NS | No standard | USEPA | United States Environmental Protection Agency |
| NTU | Nephelometric turbidity unit | | |
| NL | Notification Level | | |
| ppt | parts per trillion (| | |
| ppb | parts per billion (micrograms per liter) | | |
| ppm | parts per million (milligrams per liter) | | |
| µS/cm | microSiemens per centimeter | | |

Important contact information

City contacts

City of Milpitas
455 E Calaveras Blvd.
Milpitas, CA 95035
(408) 586-3000; TDD (408) 586-2643
www.ci.milpitas.ca.gov

Hours of operation

8 a.m. to 5 p.m., M–F

Water Emergencies
(408) 586-2600, Business Hours
(408) 586-2400, After Hours

Billing Questions
(408) 586-3100

Water Conservation Hotline
(408) 586-2666

Valley Water Pollution Hotline
(888) 510-5151 (24 Hours)

Resources

Division of Drinking Water
waterboards.ca.gov/drinking_ water/; (510) 620-3474

US EPA
water.epa.gov
(800) 426-4791

Department of
Water Resources
www.water.ca.gov

Bay Area Water Supply and
Conservation Agency
bawsca.org

American Water Works
Association
awwa.org or DrinkTap.org

Valley Water SFPUC
valleywater.org sfwater.org

More information

For more information about this report or the City’s water quality monitoring program, please contact:

City of Milpitas Public Works Department at
(408) 586-2600; MilpitasCCR@ci.milpitas.ca.gov

Frequently asked questions

Why is my water brown or not clear?

Stagnant water sitting in aging plumbing may become brown. This should clear up once sitting water is flushed out from the pipes and replaced with fresh water. Brown water could also be from blocked or clogged sink fixture aerators. Aerators are located at the end of a fixture and can be removed and flushed to clear any debris. Once flushed, hand-tighten to reassemble.

Why has my water pressure dropped suddenly?

Depending on your location, you could receive water pressure between 40 to 140 psi. Water pressure could have dropped for a variety of reasons. If your water pressure drops unexpectedly, please call Milpitas Public Works Department at (408) 586-2600. You can also check for clogged strainers and proper operation of any pressure regulators.

Is there fluoride in the water?

The City receives fluoridated water from Valley Water and SFPUC. SFPUC has been fluoridating water since 1995 while Valley Water began fluoridation in December of 2016.

How can I prepare for an emergency?

In a disaster or emergency situation, water supplies may be cut off or contaminated. Store enough water to supply everyone in your family for at least 3-5 days. For general drinking purposes, store one gallon of water per person per day and three gallons of water per person per day for limited cooking and personal hygiene use. If you store tap water, use food grade plastic containers. Replace water at least once every six months. If you buy bottled “spring” or “drinking” water, keep it in its original container. Label bottles with their replacement date and store in a cool, dark place.

How to get involved

City Council meetings are typically held on the first and third Tuesday of every month at 7:00 pm in the City Hall Council Chambers located at 455 E. Calaveras Blvd. Prior to each meeting, Council meeting agendas can be found posted at City Hall and can also be downloaded from the City website: www.ci.milpitas.ca.gov. Council meetings will not take place in the month of July but will resume in the month of August.



COVID-19 and Drinking Water

The World Health Organization has stated that the "presence of COVID-19 virus has not been detected in drinking-water supplies and based on our current evidence, the risk to water supplies is low". The City of Milpitas continues to monitor the COVID-19 emergency to ensure we continue providing safe, clean water for our community.

What is "Making Water Conservation A Milpitas Way of Life"?

The State directs cities to Make Water Conservation a California Way of Life and prohibits wasteful practices. As we continue to experience dry conditions this year, the City would like to encourage residents to conserve water. The State’s water restrictions along with additional water conservation measures set by the City include:

- Apply only as much water as your landscape needs to prevent water runoff onto streets and sidewalks.
- Wash vehicles with a hose that has a shut-off nozzle.
- Use a broom to clean driveways and sidewalks.
- Recirculate potable water in fountains or decorative water features.
- Do not water landscapes during or within 48 hours of measureable rainfall.
- Restaurants to only serve drinking water upon request.
- Guests of hotels and motels can choose not to have towels and linens laundered daily.
- Pools and spas must be covered when not in use to prevent evaporation.

Visit www.savewatermilpitas.org for water conservation tips and water use schedules.

How can I treat my drinking water after a disaster?

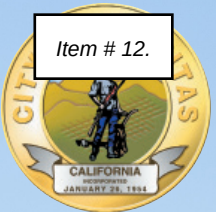
If you run out of stored drinking water, strain and treat water from your water heater or toilet reservoir tank (except if you use toilet tank cleaners.) You cannot drink swimming pool or spa water, but it can be used for flushing toilets or washing.

Strain large particles by pouring water through a couple of layers of paper towels or clean cloth. Purify the water by:

- Boiling. Bring to a rolling boil and maintain for 3-5 minutes. To improve the taste, pour it back and forth between two clean containers to add oxygen back into the water.
- Disinfecting. If the water is clear, add 8 drops of bleach per gallon of water. If it is cloudy, add 16 drops. Shake or stir, then let stand for 30 minutes. A slight chlorine taste and smell is to be expected.



City of Milpitas
455 E. Calaveras Blvd.
Milpitas, CA 95035
www.ci.milpitas.ca.gov



CITY OF MILPITAS 2020
Water Quality Report

The City of Milpitas is pleased to report that in 2020, your drinking water quality met or surpassed every State and USEPA requirement that safeguards public health.

This report contains important information about your drinking water. Translate it, or speak with someone who understands it.

Este informe contiene información muy importante sobre su agua potable. Tradúzcalo o hable con alguien que lo entienda bien.

Ito ay isang mahalagang impormasyon tungkol sa inyong iniinóm na tubig. Isaling-wika ito, o makipag-usap sa isang tao na naiintindihan ito.

Chi tiet này thật quan trọng. Xin nhờ người dịch cho quý vị.

此份有關你的食水報告 內有重要資料和訊息 請找 他人 為你翻譯及解釋清楚。

यह महत्वपूर्ण जानकारी आपके पीने के पानी के बारे में है। इसका अनुवाद करें, या किसी ऐसे व्यक्ति से बात करें जो समझता हो।

Our drinking water and how we protect it



The City of Milpitas draws water from two sources that provide clean water to residents and businesses. The water is purchased from two separate wholesalers: treated surface water from the San Francisco Public Utilities Commission (SFPUC) and treated surface water from the Valley Water (VW). In the event that water supply is interrupted from either VW or SFPUC, the City has the option of utilizing its emergency supply to meet basic water needs for a short duration of time. In 2020, the City supplied an average of 7.5 million gallons of water per day to approximately 16,800 homes and businesses for indoor and outdoor use.

SFPUC Supply

SFPUC water is a combination of Hetch Hetchy water and treated local water. Most of SFPUC’s water is sourced from the Hetch Hetchy watershed located in the Sierra Nevada Mountains. This water is exempt from filtration requirements by the United States Environmental Protection Agency (USEPA) and State Water Resources Control Boards’ Division of Drinking Water (DDW) due to the protected Sierra spring snow melt water source. Local water is collected within the Alameda watershed at Calaveras Reservoir and San Antonio Reservoir. Local water is treated through filtration and disinfection at the Sunol Valley Water Treatment Plant.

Valley Water Supply

Valley Water water is sourced primarily from the Sacramento-San Joaquin Delta watershed via the South Bay Aqueduct, Dyer Reservoir, Lake Del Valle, and San Luis Reservoir. The water supply is supplemented by local water sources at Anderson and Calero Reservoirs. Valley Water water is treated through filtration and disinfection at Penitencia and Santa Teresa Water Treatment Plants.

Recycled Water – providing drought-proof, high quality water for our community

In 2020, irrigation and industrial customers in Milpitas used 350 million gallons of recycled water, thereby conserving an equal amount of potable drinking water. Recycled water from the San Jose/Santa Clara Water Pollution Control Plant undergoes an extensive treatment process (including filtration and disinfection) and is delivered to landscape irrigation and industrial customers in Milpitas, San Jose, and Santa Clara. For more information pertaining to recycled water, visit www.sanjoseca.gov/sbwr.

Emergency Supplies

The City does not blend or combine Valley Water or SFPUC water under normal operating conditions. However, the service areas can be interconnected to provide emergency water supply if needed. The City’s water system is also interconnected with the Alameda County Water District to the north and San Jose Water Company to the south. In the event that there is an emergency, either or both agencies can provide water to the City. Valley Water and SFPUC share an intertie that can supply water from one wholesaler to the other. The City can also provide temporary emergency water supply using Pinewood Well, located in the southwestern portion of the City.

Drinking Water Source Assessment Program

Drinking Water Source Assessment Programs evaluate the vulnerability of water sources to potential contamination. Both Valley Water and SFPUC have conducted drinking water source assessments for the City’s potable water supplies. The assessments are available for review at the State Water Resources Control Board (SWRCB) – Division of Drinking Water District Office. You may request that a summary of the assessments be sent to you by calling (510) 620-3474.

SFPUC conducts an annual watershed sanitary survey for the Hetch Hetchy source as well as five year sanitary surveys for local water sources. These surveys evaluate the sanitary condition, water quality, potential contamination sources, and the results of watershed management activities. The surveys were completed with support from partner agencies, including the National Park Service and US Forest Service. These surveys have identified wildlife, stock, and human activities as potential contamination sources.

Valley Water water sources are vulnerable to potential contamination from a variety of land use practices, such as agricultural and urban runoff, recreational activities, livestock grazing, and residential and industrial development. The imported sources are also vulnerable to wastewater treatment plant discharges, seawater intrusion, and wild fires in open space areas. In addition, local sources are also vulnerable to potential contamination from commercial stables and historic mining practices. No contaminants associated with any of these activities have been detected in Valley Water’s treated water. The water treatment plants provide multiple barriers for physical removal and disinfection of contaminants.

Contaminants and Regulations

In order to ensure that tap water is safe to drink, the United States Environmental Protection Agency (USEPA) and the State Water Resources Control Board (SWRCB) prescribe regulations that limit the amount of certain contaminants in water provided by public water systems. The State Board regulations also establish limits for contaminants in bottled water that provide the same protection for public health.

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs and wells. As water travels over the surface of the land or through the ground, it dissolves naturally-occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants that may be present in source water include:

- **Microbial Contaminants**, such as viruses and bacteria, that may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.
- **Inorganic Contaminants**, such as salts and metals, that can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.
- **Pesticides and Herbicides**, that may come from a variety of sources, such as agriculture, urban stormwater runoff, and residential uses.
- **Organic Chemical Contaminants**, including synthetic and volatile organic chemicals, that are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, agricultural application, and septic systems.
- **Radioactive Contaminants** that can be naturally-occurring or be the result of oil and gas production and mining activities.



Maintaining water quality

The City is dedicated to maintaining the water quality and protecting the water supply. The safegaurds include a combination of preventative and monitoring practices described below.

Hydrant and Water Main Flushing. Flushing of fire hydrants and water mains is performed to remove sediment and keep the distribution system refreshed by circulating water in pipes that would otherwise remain stagnant. As a result, residents in the immediate vicinity may experience temporary discoloration in their water. This discoloration does not affect the safety of the water. If you experience discoloration in your water after City crews have been flushing in your neighborhood, clear the water from your house plumbing by running water faucets for a few minutes prior to use.

Backflow Testing. A backflow preventer is a plumbing device that keeps the water supply safe by preventing water on private property from flowing back into the City’s distribution system. Backflow devices are required to be tested annually to ensure they are working properly

Water Sampling. Sampling of the water system is performed in accordance to State and Federal rules and regulations. This requires purging of the water line for a sample to be lab tested. See the third page of this CCR for water quality sampling results.

Littering is throwing it all away

Nearly 80 percent of the debris found in our watersheds, creeks, shorelines, and the South San Francisco Bay is washed, blown, or dumped by humans residing in the vicinity of the water shed. One piece of litter can end up miles from where it was improperly discarded, polluting our water systems and causing a threat to wildlife. The primary sources of litter are: pedestrians, motorists, trucks with uncovered loads, household trash handling and its placement at the curb, loading docks, and demolition sites.

Because we live in a watershed, our community’s litter makes a very big impact. A watershed is a land area that drains water into a creek, river, lake, wetland, bay or groundwater aquifer. In the Santa Clara Valley, the water from rain and irrigation (called runoff) picks up litter and carries it directly into storm drains and creeks that flow to San Francisco Bay.

You Can Make a Difference

- Don’t litter, ever. Something as small as a cigarette butt thrown on a city street has long term adverse effects on the environment.
- When you see litter, pick it up and dispose of it properly.
- Secure and cover all truckloads of loose debris.
- Make sure your trash can lid is closed securely.
- Always bring a bag for trash when picnicking, hiking, or camping.
- If you own a business, check your dumpster on a regular basis, keep it locked and protect it from illegal dumping.
- Report illegal dumping to the Milpitas Police Department at (408) 586-2400. For solid waste and street sweeping services, call Milpitas Sanitation at (408) 988-4500.
- Call the Santa Clara Countywide Recycling Hotline at (800) 553-8414 or visit www.reducewaste.org to find out where to dispose of or donate large commercial items such as furniture, a

2020

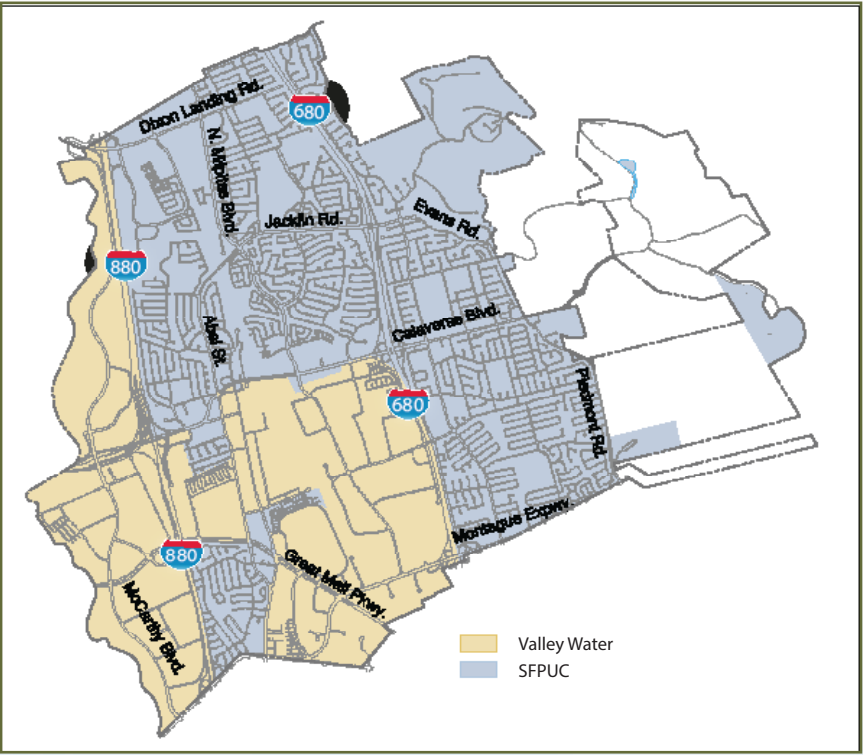
Water Quality Data

In 2020, The City of Milpitas collected over 2,000 drinking water samples to be analyzed by State-certified laboratories. The water supplied in Milpitas met all USEPA and State drinking water health standards in 2020, as shown in the adjacent table, which lists all drinking water constituents that were detected during the 2020 calendar year. A full list of tested constituents is available upon request. Unless otherwise noted, the data presented in this table reflects testing completed between January 1 and December 31, 2020.

Some data, although representative, were collected prior to 2020, as the State Board requires monitoring for some constituents less frequently. The concentrations of these constituents do not vary frequently or significantly.

Water Supply Map

The City serves SFPUC source water to the area south of Calaveras Blvd and east of I-680, as well as north of Calaveras Blvd and east of I-880. VW service areas are west of I-880, as well as south of Calaveras Blvd and west of I-680. Refer to the Water Supply Map below to see where your water comes from.



What else should I know?

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the USEPA Safe Drinking Water Hotline at (800) 426-4791.

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons, such as persons with cancer undergoing chemotherapy; persons who have undergone organ transplants; people with HIV/AIDS or other immune system disorders; some elderly; and infants can be particularly at risk from infections. These individuals should seek advice from their health care providers.

USEPA/Centers for Disease Control guidelines on appropriate means to lessen the risk of infection by cryptosporidium and other microbial contaminants are available from the USEPA Safe Drinking Water Hotline at (800) 426-4791.

Definitions of Key Terms

Maximum Contaminant Level (MCL). The highest level of a contaminant that is allowed in drinking water. Primary MCLs are set as close to the PHGs (or MCLGs) as is economically and technologically feasible. Secondary MCLs are set to protect the odor, taste and appearance of drinking water. MCLs are established by USEPA and the State Board.

Maximum Contaminant Level Goal (MCLG). The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs are set by the USEPA.

Maximum Residual Disinfectant Level (MRDL). The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

Maximum Residual Disinfectant Level Goal (MRDLG). The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

Notification Level (NL). Health based advisory levels established by SWRCB for chemicals in drinking water that lack MCLs.

Primary Drinking Water Standard (PDWS). MCLs and MRDLs for contaminants that affect health along with their monitoring and reporting requirements and water treatment requirements.

Treatment Technique (TT). A required process intended to reduce the level of a contaminant in drinking water.

Public Health Goal (PHG). The level of a contaminant in drinking water below which there is no known or expected risk to health. PHGs are set by the California Office of Environmental Health Hazard Assessment.

Regulatory Action Level (AL). The concentration of a contaminant which, if exceeded, triggers treatment or other requirements that a water system must follow.

Total Organic Carbon (TOC). TOC is precursor for disinfection byproduct formation.

Turbidity. Turbidity is a measure of the cloudiness of the water, and is also used to indicate the effectiveness of the filtration system. High turbidity can hinder the effectiveness of disinfectants.

UCMR. Unregulated Contaminant Monitoring Rule requires monitoring for contaminants not currently regulated. This monitoring provides a basis for future regulatory actions to protect public health.

PRIMARY DRINKING WATER STANDARDS (PUBLIC HEALTH RELATED STANDARDS)										
PARAMETER	Unit	MCL, (AL), or [MRDL]	PHG, (MCLG), or [MRDLG]	Distribution System		Valley Water _b		SFPUC		Typical Sources*
				Average	Range	Average	Range	Average	Range	
SOURCE WATER SAMPLING										
Turbidity	NTU	TT _a	NA			1	100%	1 _c	99.8 – 100% _d	2
INORGANIC CHEMICALS										
Aluminum	ppm	1	0.6			ND	ND – 0.1	ND	ND	3, 4
Bromate	ppb	10	0.1			3.3	ND - 2.3	ND	ND	9
Fluoride	ppm	2	1			ND	ND - 0.12	0.3	ND - 0.7	3, 5, 6
Nitrate (as Nitrogen)	ppm	10	10			ND	ND – 0.8	ND	ND	3, 7, 8
Nitrate + Nitrite (as N)	ppm	10	10			ND	ND - 0.8	ND	ND	3, 7, 8
DISINFECTION BYPRODUCT PRECURSOR										
Total Organic Carbon (precursor control)	ppm	TT	NA			2.1	1.5 - 2.7	2.9	1.7 - 3.4	10
MICROBIOLOGICAL										
Giardia Lamblia	cysts/L	TT	(0)			ND	ND - 0.1	0.01	0 – 0.05	1
Inorganics										
Asbestos	MFL	7	7			1.6	1.6	ND	ND	
DISTRIBUTION SYSTEM SAMPLING										
LEAD AND COPPER RULE (2019) - SAMPLES COLLECTED AT CUSTOMERS' TAPS				90th Percentile			# of Samples Above AL			
Lead	ppb	(15)	0.2	1.7			0 out of 35			3, 17, 19
Copper	ppm	(1.3)	0.3	0.044			0 out of 35			3, 17, 18
DISINFECTION RESIDUALS AND BYPRODUCTS				Highest Location RAA			Range			
Disinfectant Residual as Chlorine	ppm	[4]	[4]	2.75			2.57 - 2.81			20
Total Trihalomethanes	ppb	80	NA	41.3			18 – 50			9
Haloacetic Acids	ppb	60	NA	47.5			5.1 – 32			9
MICROBIOLOGICAL				Average			Range			
Total Coliform Bacteria	% pos / month	5.0%	(0)	0.0%			0.0%			1
SECONDARY DRINKING WATER STANDARDS (AESTHETIC STANDARDS)										
PARAMETER	Unit	MCL		Average	Range	Average	Range	Average	Range	Sources*
Aluminum	ppb	200		NA	NA	ND	ND – 51	ND	ND	3, 4
Chloride	ppm	500		NA	NA	61.5	51 - 71	8.7	<3 – 15	11, 12, 14
Color	CU	15		ND	ND–15	ND	ND	ND	ND	13
Odor — Threshold	TON	3		ND	ND	1	1	ND	ND	13
Specific Conductance	µS/cm	1600		NA	NA	484	385 - 532	160	30 - 260	14, 16
Sulfate	ppm	500		NA	NA	54	31 - 67	17	1 - 34	11, 12, 15
Total Dissolved Solids	ppm	1000		NA	NA	249	152– 328	72	<20 – 137	11, 12
Turbidity	NTU	5		NA	NA	0.035	0 - 0.2	ND	ND - 0.2	
UNREGULATED PARAMETERS										
UCMR 3 (2014-2015)										
PARAMETER	Unit	NL		Average	Range	Average	Range	Average	Range	
Chlorate	ppb	800		120	68–190	123	72 – 290	52	51–180	
Boron	ppb	1000		NA	NA	ND	ND – 123	ND	ND –203	
Molybdenum	ppb	NS		1.9	1.8–2.0	<1	ND – <1	NA	NA	
Strontium	ppb	NS		151	14–290	ND	ND	111	12 – 234	
Vanadium	ppb	50		ND	ND–4.5	ND	ND – 4	NA	NA	
UCMR 4 (2019-2020)										
PARAMETER	Unit	MRL		Average		Range		Range		
HAA5	ppb	NA		30.1		30.1		14 - 47		
HAA6Br	ppb	NA		3.44		3.44		0.38 - 15		
HAA9	ppb	NA		33.29		33.29		22 - 47		
Butylated Hydroxyanisole	ppb	0.03		0.035		0.035		ND - 0.035		
Quinoline	ppb	0.02		0.028		0.028		ND - 0.028		
Manganese	ppb	0.4		6.4		6.4		1.8 - 17		
OTHER WATER QUALITY PARAMETERS										
PARAMETER	Unit	ORL		Average	Range	Average	Range	Average	Range	
Boron	ppb	1000 (NL)				132	ND - 198	ND	ND	
Bromide	ppb	NA				ND	ND - 140	ND	ND	
Calcium (as Ca)	ppm	NA				21	17 - 24	12	2.9 - 22	
Chlorate	ppb	800 (NL)				213	53 - 476	240	67 - 480	
Chromium (VI)	ppb	NA				ND	ND	ND	ND	
Hardness (as Calcium Carbonate)	ppm	NA				101	84 - 118	45	8.0 - 79	
Magnesium	ppm	NA				12	10 - 14	4.0	0.2 - 6.8	
Molybdenum	ppb	NA				2.1	1.4 - 2.1	ND	ND	
pH	–	NA				7.9	7.6 – 8.1	9.3	8.6 - 9.8	
Potassium	ppm	NA				2.9	2.4 - 3.2	0.8	0.3 - 1.3	
Silica	ppm	NA				11.5	8 - 15	4.8	2.8 - 7	
Sodium	ppm	NA				52.5	43-59	14	2.4 – 22	
Strontium	ppb	NA				ND	ND	110	14 - 242	
Temperature	°C	NA				ND	ND	ND	ND	
Total Alkalinity (as Calcium Carbonate)	ppm	NA				76	70 - 103	55	6.7 - 138	
Vanadium	ppb	50 (NL)				ND	ND - 4	ND	ND	

Lead

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Infants and young children are typically more vulnerable to lead in drinking water than the general population. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. The City is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. It is possible that lead levels at your home may be higher than at other homes in the community as a result of materials used in your home's plumbing. If you are concerned about elevated lead levels in your home's water, you may wish to have your water tested by a laboratory and/or flush your tap. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you do so, you may wish to collect the flushed water and reuse it for another beneficial purpose, such as watering plants. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the USEPA Safe Drinking Water Hotline or at 1 (800) 426-4791 or at epa.gov/lead.

In 2018, the City of Milpitas, through a coordinated effort with the Milpitas Unified School District (MUSD) has completed lead sampling at fourteen (14) K-12 school sites, in compliance with Assembly Bill No. 746.

Fluoride and Dental Fluorosis

Mandated by State law, water fluoridation is a widely accepted practice proven to be safe and effective for preventing and controlling tooth decay. The fluoride target level in the water is 0.7 milligram per liter (mg/L, or part per million, ppm), consistent with the May 2015 State regulatory guidance on optimal fluoride level. Infants fed formula mixed with water containing fluoride at this level may still have a chance of developing tiny white lines or streaks in their teeth. These marks are referred to as mild to very mild fluorosis, and are often only visible under a microscope. Even in cases where the marks are visible, they do not pose any health risk. The Centers of Disease Control (CDC) considers it safe to use optimally fluoridated water for preparing infant formula. To lessen this chance of dental fluorosis, you may choose to use low-fluoride bottled water to prepare infant formula. Nevertheless, children may still develop dental fluorosis due to fluoride intake from other sources such as food, toothpaste and dental products.

Contact your healthcare provider or SWRCB-DDW if you have concerns about dental fluorosis. For additional information about fluoridation or oral health, visit the SWRCB-DDW website www.waterboards.ca.gov/drinking_water/certlic/drinkingwater/Fluoridation.shtml, or the CDC website www.cdc.gov/fluoridation.

Disinfection with Chloramine

The water from both SFPUC and Valley Water is treated with chloramine to protect public health. Chloramine assists in destroying disease-causing organisms. Chloramine is considered safe for use as a water disinfectant. However, home dialysis patients and aquarium owners must take precautions before using the chloraminated water in kidney dialysis machines or aquariums. Dialysis patients should consult with their doctor or dialysis technician and aquarium owners should consult with their pet store.

Hardness

Water hardness is determined mainly by the presence of calcium and magnesium salts. Although hard water does not pose a health risk, it may be considered undesirable for other reasons. Some benefits of water softening are reductions in soap usage, longer life for water heaters and a decrease in encrustation of pipes; disadvantages are an increase in sodium intake, an increase in maintenance and servicing and potential adverse effects on salt-sensitive plants. To convert hardness from ppm to grains per gallon, divide by 17.1. A hardness scale is provided below for your reference.

Hardness Classification	Grains per Gallon	ppm
Soft	less than 1.0	less than 17.1
Slightly hard	1.0–3.5	17.1–60
Moderately hard	3.5–7.0	60–120
Hard	7.0–10.5	120–180
Very hard	over 10.5	over 180

* Typical Sources In Drinking Water

1	Naturally present in the environment	12	Leaching from natural deposits
2	Soil runoff	13	Naturally-occurring organic materials
3	Erosion of natural deposits	14	Seawater influence
4	Residue from some surface water treatment processes	15	Industrial wastes
5	Water additive that promotes strong teeth	16	Substances that form ions when in water
6	Discharge from fertilizer and aluminum factories	17	Internal corrosion of household plumbing systems
7	Runoff and leaching from fertilizer use	18	Leaching from wood preservatives
8	Leaching from septic tanks and sewage	19	Discharges from industrial manufacturers
9	By-product of drinking water disinfection	20	Drinking water disinfectant added for treatment
10	Various natural and man-made sources		
11	Runoff from natural deposits		

Abbreviations

°C	Degrees Celsius	% pos	% positive
CU	Color unit	RAA	Running annual average
cysts/L	Cysts per liter	VW	Valley Water
DDW	Division of Drinking Water	SFPUC	San Francisco Public Utilities Commission
NA	Not applicable	TOC	Total organic carbon
ND	Not detected	TON	Threshold odor number
NS	No standard	USEPA	United States Environmental Protection Agency
NTU	Nephelometric turbidity unit	µS/cm	microSiemens per centimeter
NL	Notification Level	ppm	parts per million (milligrams per liter)
ppt	parts per trillion (nanograms per liter)		
ppb	parts per billion (micrograms per liter)		

NOTES

- For unfiltered water, the MCL is 5.0 NTU. For filtered water, the MCL is ≤0.3 NTU 95% of the time.
- Water system was fed by Santa Teresa and Penitencia Water Treatment Plants.
- Maximum value measured.
- Percent of time turbidity was maintained at or below 0.3 NTU.

CITY OF MILPITAS Water Quality Report

2021

Frequently Asked Questions

Why is my water brown or not clear?

Stagnant water sitting in aging plumbing may become brown. This should clear up once sitting water is flushed out from the pipes and replaced with fresh water. Brown water could also be from blocked or clogged sink fixture aerators. Aerators are located at the end of a fixture and can be removed and flushed to clear any debris. Once flushed, hand-tighten to reassemble.

Is there fluoride in the water?

The City receives fluoridated water from SFPUC and Valley Water. SFPUC has been fluoridating water since 1995 while Valley Water began fluoridation in December of 2016.

Why has my water pressure dropped suddenly?

Depending on your location, you could receive water pressure between 40 to 140 psi. Water pressure could have dropped for a variety of reasons. If your water pressure drops unexpectedly please call Milpitas Public Works Dept at (408) 586-2600. You can also check for clogged strainers and proper operation of any pressure regulators.

How can I treat my drinking water after a disaster?

If you run out of stored drinking water, strain and treat water from your water heater or toilet reservoir tank (except if you use toilet tank cleaners.) You cannot drink swimming pool or spa water, but it can be used for flushing toilets or washing.

- Strain large particles by pouring water through a couple of layers of paper towels or clean cloth. Purify the water by:
- Boiling. Bring to a rolling boil and maintain for 3-5 minutes. To improve the taste, pour it back and forth between two clean containers to add oxygen back into the water.
- Disinfecting. If the water is clear, add 8 drops of bleach per gallon of water. If it is cloudy, add 16 drops. Shake or stir, then let stand for 30 minutes. A slight chlorine taste and smell is to be expected.

How can I prepare for an emergency?

In a disaster or emergency situation, water supplies may be cut off or contaminated. Store enough water to supply everyone in your family for at least 3-5 days. For general drinking purposes, store one gallon of water, per person, per day, and three gallons of water, per person, per day for limited cooking and personal hygiene use. If you store tap water, use food grade plastic containers. Replace water at least once every six months. If you buy bottled "spring" or "drinking" water, keep it in its original container. Label bottles with their replacement date and store in a cool, dark place.



In Calendar Year 2021, your tap water met all USEPA and State drinking water health standards. We vigilantly safeguard our water supplies, and once again, we are proud to report that our system had no water quality standard violations.

Our Drinking Water and How We Protect It

Resources

Division of Drinking Water

https://www.waterboards.ca.gov/drinking_water/; (510) 620-3474

US EPA

<https://www.epa.gov/>; (800) 426-4791

Department of Water Resources

<https://www.water.ca.gov>

Bay Area Water Supply and Conservation Agency

<https://www.bawsca.org>

American Water Works Association

<https://www.awwa.org> or <https://www.DrinkTap.org>

Valley Water

<https://www.valleywater.org>

More information

For more information about this report or the City's water quality monitoring program, please contact:

City of Milpitas Public Works Department at
(408) 586-2600; MilpitasCCR@milpitas.gov

COVID-19 and Drinking Water

The World Health Organization has stated that the "presence of COVID-19 virus has not been detected in drinking-water supplies and based on our current evidence, the risk to water supplies is low". The City of Milpitas continues to monitor the COVID-19 emergency to ensure we continue providing safe, clean water for our community.



This report contains important information about your drinking water.
Translate it, or speak with someone who understands it.
If necessary, please call 408-586-2600 to have the report translated.

Este informe contiene información muy importante sobre su agua potable.
Tradúzcalo o hable con alguien que lo entienda bien.
Si es necesario, llame al 408-586-2600 si necesita el informe traducido.

Ang pag-uulat na ito ay naglalaman ng mahalagang
impormasyon tungkol sa inyong inuming tubig.
Isaling-wika ito, o makipag-usap sa isang tao na naiintindihan ito.
Kung kinakailangan, mangyaring tumawag sa 408-586-2600
upang maisalin ang ulat.

Báo cáo này chứa thông tin quan trọng về nước uống của quý vị.
Xin nhờ người dịch cho quý vị.
Nếu cần, xin gọi số 408-586-2600 để được phiên dịch bản báo cáo.

由于此报告书包含着有关饮用水的重要信息，
因此希望各位跟能够翻译或理解报告书内容的人对话。
如有必要，请致电 408-586-2600 翻译报告。

इस रपॉर्ट में महत्वपूर्ण जानकारी है।
इसका अनुवाद करें या उस व्यक्ति से बात करें जो इसे समझता है।
यदि आवश्यक हो, तो रपॉर्ट का अनुवाद करने के लिए कृपया 408-586-2600 पर
कॉल करें।

이 보고서는 당신의 식수와 관련된 중요한 정보를 포함하고 있으니
번역하시거나 보고서의 내용을 이해할 수 있는 분과 이야기 하시기
바랍니다. 필요한 경우 408-586-2600으로 전화하여 보고서 번역을
요청하십시오.

The City of Milpitas draws water from two sources that provide clean water to residents and businesses. The water is purchased from two separate wholesalers: treated surface water from the San Francisco Public Utilities Commission (SFPUC) and treated surface water from the Valley Water. In the event that water supply is interrupted from either Valley Water or SFPUC, the City has the option of utilizing its emergency supply to meet basic water needs for a short duration of time. In 2021, the City supplied an average of 7.0 million gallons of water per day to approximately 16,000 homes and businesses for indoor and outdoor use.



SFPUC Supply

SFPUC water is a combination of Hetch Hetchy water and treated local water. Most of SFPUC's water is sourced from the Hetch Hetchy watershed located in the Sierra Nevada Mountains. This water is exempt from filtration requirements by the United States Environmental Protection agency (USEPA) and State Water Resources Control Boards' Division of Drinking Water (DDW) due to the protected Sierra spring snow melt water source. Local water is collected within the Alameda watershed at Calaveras Reservoir and San Antonio Reservoir. Local water is treated through filtration and disinfection at the Sunol Valley Water Treatment Plant.

Valley Water Supply

Valley Water water is sourced primarily from the Sacramento-San Joaquin Delta watershed via the South Bay Aqueduct, Dyer Reservoir, Lake Del Valle, and San Luis Reservoir. The water supply is supplemented by local water sources at Anderson and Calero Reservoirs. Valley Water water is treated through filtration and disinfection at Penitencia and Santa Teresa Water Treatment Plants.

Emergency Supplies

The City does not blend or combine SFPUC and Valley Water waters under normal operating conditions. However, the service areas can be interconnected to provide emergency water supply if needed. The City's water system is also interconnected with the Alameda County Water District to the north and San Jose Water Company to the south. In the event that there is an emergency, either or both agencies can provide water to the City. SFPUC and Valley Water share an intertie that can supply water from one wholesaler to the other. The City can also provide temporary emergency water supply using Pinewood Well, located in the southwestern portion of the City.



Recycled Water – Providing Drought-proof, High Quality Water For Our Community

In 2021, irrigation and industrial customers in Milpitas used 335 million gallons of recycled water, thereby conserving an equal amount of potable drinking water. Recycled water from the San Jose/Santa Clara Water Pollution Control Plant undergoes an extensive treatment process (including filtration and disinfection) and is delivered to landscape irrigation and industrial customers in Milpitas, San Jose, and Santa Clara. For more information pertaining to recycled water, visit <https://www.sanjoseca.gov/sbwr>.



The City of Milpitas and Valley Water are offering resources and rebate programs to help residents and businesses save water, including rebates for rainwater capture systems, graywater laundry-to-landscape systems, drought tolerant landscape conversions, and more! Visit <https://savewatermilpitas.org/> for additional information and access to all available rebate programs.

Register for the City’s new WaterSmart Portal to see view your near real-time water use from your smart meter, get leak alerts, and tips on how you can save water at home. Go to <https://milpitas.watersmart.com/index.php/welcome>

To learn more about Water Conservation or to report Water Waste Violations, call 408-586-2666 or report online using the My Milpitas App



Download the My Milpitas App on your mobile phone via the Apple and Google Play store. For more information regarding the My Milpitas App, visit our webpage at <https://www.milpitas.gov/milpitasapp/>

Drinking Water Source Assessment Program

Drinking Water Source Assessment Programs evaluate the vulnerability of water sources to potential contamination. Both SFPUC and Valley Water have conducted drinking water source assessments for the City’s potable water supplies. The assessments are available for review at the State Water Resources Control Board (SWRCB) – Division of Drinking Water District Office. You may request that a summary of the assessments be sent to you by calling (510) 620-3474.

SFPUC conducts an annual watershed sanitary survey for the Hetch Hetchy source as well as five year sanitary surveys for local water sources. These surveys evaluate the sanitary condition, water quality, potential contamination sources, and the results of watershed management activities. The surveys were completed with support from partner agencies including the National Park Service and US Forest Service. These surveys have identified wildlife, stock, and human activities as potential contamination sources.

Valley Water water sources are vulnerable to potential contamination from a variety of land use practices, such as agricultural and urban runoff, recreational activities, livestock grazing, and residential and industrial development. The imported sources are also vulnerable to wastewater treatment plant discharges, seawater intrusion, and wild fires in open space areas. In addition, local sources are also vulnerable to potential contamination from commercial stables and historic mining practices. No contaminants associated with any of these activities have been detected in Valley Water’s treated water. The water treatment plants provide multiple barriers for physical removal and disinfection of contaminants.

What is the current state of drought in Milpitas?

Milpitas, along with the rest of California, is entering the third year of severe drought. Governor Newsom declared a Statewide Drought Emergency and set a 15% water use reduction goal. To align with the State, the Milpitas City Council has declared a Level 2 Drought Emergency and has implemented water waste restrictions including the following:

- Only water outdoors on the three designated days listed in the watering schedule below:
 - Odd number addresses: Monday, Thursday & Saturday
 - Even number addresses: Tuesday, Friday & Sunday
 - Without Street Number: Monday, Thursday & Sunday
- If using sprinkler systems, watering is only allowed before 9 am and after 6 pm.
- Don’t let water run into streets or gutters. Watering that results in flooding or runoff in gutters, sidewalks, driveways, or streets is prohibited.
- Always use a hose with a nozzle that shuts off automatically when the handle is released for watering landscapes and washing vehicles.
- Fix leaks as soon as possible. Do not use broken or defective plumbing, sprinkler, watering, or irrigation systems.

Drought 3-Day Watering Schedule						
SUN	MON	TUES	WED	THUR	FRI	SAT
✓	✓	✓	✗	✓	✓	✓
EVEN	ODD	EVEN		ODD	EVEN	ODD

Contaminants & Regulations

In order to ensure that tap water is safe to drink, the United States Environmental Protection Agency (USEPA) and the State Water Resources Control Board (SWRCB) prescribe regulations that limit the amount of certain contaminants in water provided by public water systems. The State Board regulations also establish limits for contaminants in bottled water that provide the same protection for public health.

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs and wells. As water travels over the surface of the land or through the ground, it dissolves naturally-occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants that may be present in source water include:

- **Microbial Contaminants** such as viruses and bacteria, that may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.
- **Inorganic Contaminants** such as salts and metals, that can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.
- **Pesticides and Herbicides** that may come from a variety of sources, such as agriculture, urban stormwater runoff, and residential uses.
- **Organic Chemical Contaminants** including synthetic and volatile organic chemicals, that are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, agricultural application, and septic systems.
- **Radioactive Contaminants** that can be naturally-occurring or be the result of oil and gas production and mining activities.

Littering is Throwing It All Away

Nearly 80 percent of the debris found in our watersheds, creeks, shorelines, and the South San Francisco Bay is washed, blown or dumped by humans residing in the vicinity of the water shed. One piece of litter can end up miles from where it was improperly discarded, polluting our water systems and causing a threat to wildlife. The primary sources of litter are: pedestrians, motorists, trucks with uncovered loads, household trash handling and its placement at the curb, loading docks, and demolition sites.

You Can Make a Difference

- When you see litter, pick it up and dispose of it properly
- Make sure your trash can lid is closed securely
- Always bring a bag for trash when hiking, camping, picnicking, or visiting communal park spaces
- If you own a business, check your dumpster on a regular basis, keep it locked, and protect it from illegal dumping
- Report illegal dumping to our Public Works Department using the My Milpitas App.
- Contact the Santa Clara County Recycling Hotline with any recycling-based questions that you may have. They can be reached by calling (800) 533-8414 or through their website at <https://www.recyclestuff.org>
- Dispose of your hazardous waste properly through Santa Clara County’s HHW program. Make an appointment by calling (408) 299-7300 or on their website at <https://hww.sccgov.org/home>
- For solid waste and street sweeping services, call Milpitas Sanitation at (408) 988-4500

Maintaining Water Quality

The City is dedicated to maintaining the water quality and protecting the water supply. The safeguards include a combination of preventative and monitoring practices described below.

Hydrant and Water Main Flushing: Flushing of fire hydrants and water mains is performed to remove sediment and keep the distribution system refreshed by circulating water in pipes that would otherwise remain stagnant. As a result, residents in the immediate vicinity may experience temporary discoloration in their water. This discoloration does not affect the safety of the water. If you experience discoloration in your water after City crews have been flushing in your neighborhood, clear the water from your house plumbing by running water faucets for a few minutes prior to use.

Backflow Testing: A backflow preventer is a plumbing device that keeps the water supply safe by preventing water on private property from flowing back into the City’s distribution system. Backflow devices are required to be tested annually to ensure they are working properly.

Water Sampling: Sampling of the water system is performed in accordance to State and Federal rules and regulations. This requires purging of the water line for a sample to be lab tested. See page 6 through 7 of this CCR for water quality sampling results.

Because we live in a watershed, our community’s litter makes a very big impact. A watershed is a land area that drains water into a creek, river, lake, wetland, bay or groundwater aquifer. In the Santa Clara Valley, the water from rain and irrigation (called runoff) picks up litter and carries it directly into storm drains and creeks that flow to San Francisco Bay.



How to Read the Water Quality Table

I

II

III

IV

V

Go to Column I on the Water Quality Tables to find the parameter you are interested in.

This column lists the highest amount of each parameter that the State Water Board or the USEPA allows.

This column lists the public health goal. At that amount or lower, there is no known or expected risk to health from that contaminant's presence in drinking water.*

Find the column that corresponds to the source water that primarily serves you. Both the average and range of each parameter detected is listed for each water source.*

This column indicates how each parameter typically gets into your drinking water.*

*For typical sources of chemical constituents, abbreviations, and the Water Supply Map, see page 5 of this CCR.

PRIMARY DRINKING WATER STANDARDS (PUBLIC HEALTH RELATED STANDARDS)										
PARAMETER	Unit	MCL, (AL), or [MRDL]	PHG, (MCLG), or [MRDLG]	Distribution System		Valley Water _b		SFPUC		Typical Sources*
				Average	Range	Average	Range	Average	Range	
SOURCE WATER SAMPLING										
INORGANIC CHEMICALS										
Aluminum	ppm	1	0.6			ND	ND	ND	ND	3, 4
Bromate	ppb	10	0.1			2.45	ND - 6	2.1 _c	ND - 1.9	9
Chloride	ppm	250	1			ND	ND - 0.15	0.3	ND - 0.8	2, 5, 6

Definitions of Key Terms

Maximum Contaminant Level (MCL): The highest level of a contaminant that is allowed in drinking water. Primary MCLs are set as close to the PHGs (or MCLGs) as is economically and technologically feasible. Secondary MCLs are set to protect the odor, taste and appearance of drinking water. MCLs are established by USEPA and the State Board.

Maximum Contaminant Level Goal (MCLG): The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs are set by the USEPA.

Maximum Residual Disinfectant Level (MRDL): The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

Maximum Residual Disinfectant Level Goal (MRDLG): The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

Notification Level (NL): Health based advisory levels established by SWRCB for chemicals in drinking water that lack MCLs.

Primary Drinking Water Standard (PDWS): MCLs and MRDLs for contaminants that affect health along with their monitoring and reporting requirements and water treatment requirements.

Treatment Technique (TT): A required process intended to reduce the level of a contaminant in drinking water.

Public Health Goal (PHG): The level of a contaminant in drinking water below which there is no known or expected risk to health. PHGs are set by the California Office of Environmental Health Hazard Assessment.

Regulatory Action Level (AL): The concentration of a contaminant which, if exceeded, triggers treatment or other requirements that a water system must follow.

Total Organic Carbon (TOC): TOC is precursor for disinfection byproduct formation.

Turbidity: Turbidity is a measure of the cloudiness of the water, and is also used to indicate the effectiveness of the filtration system. High turbidity can hinder the effectiveness of disinfectants.

UCMR: Unregulated Contaminant Monitoring Rule requires monitoring for contaminants not currently regulated. This monitoring provides a basis for future regulatory actions to protect public health.

2021 Data Annotations

Typical Sources of Chemical Constituents

- 1

2

3

4

5

6

7

8

9

10
- Naturally present in the environment

Soil runoff

Erosion of natural deposits

Residue from some surface water treatment processes

Water additive that promotes strong teeth

Discharge from fertilizer and aluminum factories

Runoff and leaching from fertilizer use

Leaching from septic tanks and sewage

By-product of drinking water disinfection

Various natural and man-made sources
- 11

12

13

14

15

16

17

18

19

20
- Runoff from natural deposits

Leaching from natural deposits

Naturally-occurring organic materials

Seawater influence

Industrial wastes

Substances that form ions when in water

Internal corrosion of household plumbing systems

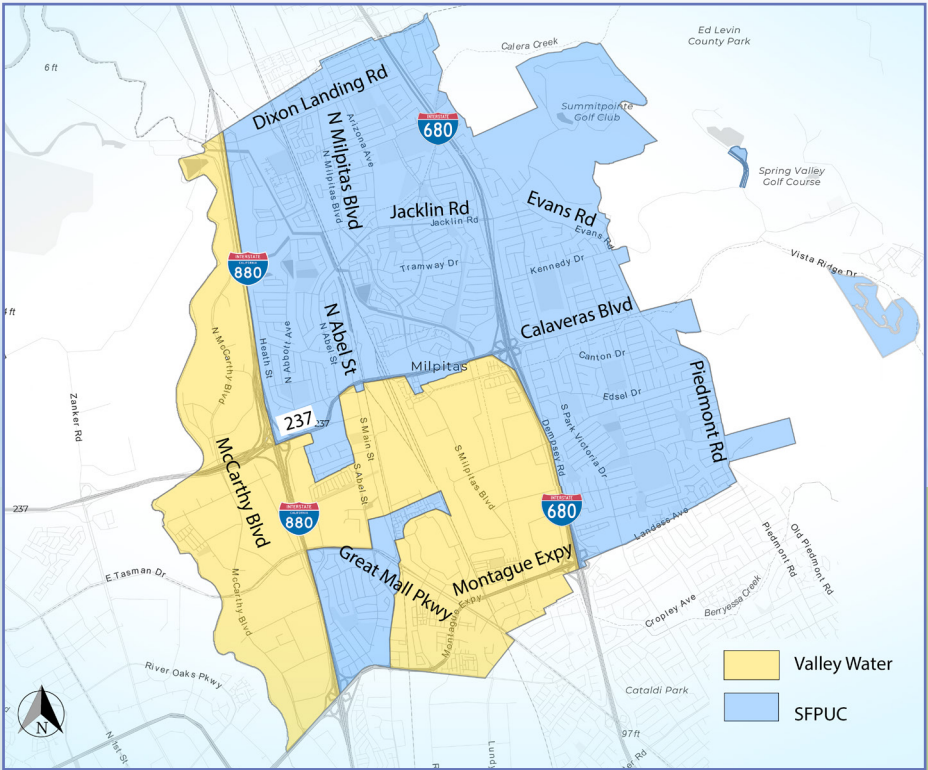
Leaching from wood preservatives

Discharges from industrial manufacturers

Drinking water disinfectant added for treatment

Abbreviations

°C	Degrees Celsius	pCi/L	picocurie per liter
CCR	Consumer Confidence Report	ppt	parts per trillion
CU	Color unit	ppb	parts per billion (micrograms per liter)
cysts/L	Cysts per liter	ppm	parts per million (milligrams per liter)
DDW	Division of Drinking Water	µS/cm	microSiemens per centimeter
NA	Not applicable	% pos	% positive
ND	Not detected	RAA	Running annual average
NS	No standard	SFPUC	San Francisco Public Utilities Commission
NTU	Nephelometric turbidity unit	TOC	Total organic carbon
NL	Notification Level	TON	Threshold odor number
ORL	Other Regulatory Level	USEPA	United States Environmental Protection Agency



Water Supply Map

The City serves SFPUC source water to the area south of Calaveras Blvd and east of I-680, as well as north of Calaveras Blvd and east of I-880. Valley Water service areas are west of I-880, as well as south of Calaveras Blvd and west of I-680. Refer to the Water Supply Map to the left to see where your water comes from.

2021 Water Quality Data

Legend

- Distribution System
- Valley Water
- San Francisco Public Utilities Commission (SFPUC)

PRIMARY DRINKING WATER STANDARDS (PUBLIC HEALTH RELATED STANDARDS)										
PARAMETER	Unit	MCL, (AL), or [MRDL]	PHG, (MCLG), or [MRDLG]	Distribution System		Valley Water _b		SFPUC		Typical
				Average	Range	Average	Range	Average	Range	Sources*
SOURCE WATER SAMPLING										
INORGANIC CHEMICALS										
Aluminum	ppm	1	0.6			ND	ND	ND	ND	3, 4
Bromate	ppb	10	0.1			2.45	ND - 6	ND	ND	9
Fluoride	ppm	2	1			ND	ND - 0.13	0.4	ND - 0.8	3, 5, 6
Nitrate (as Nitrogen)	ppm	10	10			ND	ND - 1.0	ND	ND	3, 7, 8
Nitrate + Nitrite (as N)	ppm	10	10			ND	ND - 1.0	ND	ND	3, 7, 8
DISINFECTION BYPRODUCT PRECURSOR										
TOC (precursor control)	ppm	TT	NA			2.5	1.7 - 3.8	1.8	1.2 - 2.2	10
MICROBIOLOGICAL										
Giardia Lamblia	cysts/L	TT	(0)			ND	ND - 0.1	0.01	0 - 0.04	1
Turbidity	NTU	TT _a	NA			0.28	100%	0.4 _c	99.8-100% _d	2
RADIOACTIVE CONTAMINANTS										
Uranium	pCi/L	20	0.43			1 _e	1 _e	ND	ND	3
DISTRIBUTION SYSTEM SAMPLING										
LEAD AND COPPER RULE STUDY (MILPITAS 2019 AT-THE-TAP SAMPLING)				90th Percentile		# of Samples Above AL				
Lead	ppb	(15)	0.2	1.7		0 out of 35		3, 17, 19		
Copper	ppm	(1.3)	0.3	0.044		0 out of 35		3, 17, 18		
DISINFECTION RESIDUALS AND BYPRODUCTS				Highest Location RAA		Range				
Disinfectant Residual as Chlorine	ppm	[4]	[4]	2.77		2.37-2.91		20		
Total Trihalomethanes	ppb	80	NA	49.3		15–60		9		
Haloacetic Acids (HAA5)	ppb	60	NA	33.3		9–63		9		
MICROBIOLOGICAL				Average		Range				
Total Coliform Bacteria	% pos / month	5.0%	(0)	0%		0%		1		
SECONDARY DRINKING WATER STANDARDS (AESTHETIC STANDARDS)										
PARAMETER	Unit	MCL		Average	Range	Average	Range	Average	Range	Sources*
Aluminum	ppb	200				ND	ND	ND	ND	3, 4
Chloride	ppm	500				100.5	86 - 122	6.7	<3 - 11	11, 12, 14
Color	CU	15				ND	ND	ND	ND	13
Odor — Threshold	TON	3				1	1	ND	ND	13
Specific Conductance	μS/cm	1600				673	586 - 784	135	34 - 217	14, 16
Sulfate	ppm	500				73	59 - 95	13	1.1 - 29	11, 12, 15
Total Dissolved Solids	ppm	1000				390.5	330 - 459	52	<20 - 96	11, 12
Turbidity	NTU	5				ND	ND - 0.28	ND	ND - 0.2	2

- Notes
- a. For unfiltered water, the MCL is 5.0 NTU. For filtered water, the MCL is ≤0.3 NTU 95% of the time.

b. Water system was fed by Santa Teresa and Penitencia Water Treatment Plants.

c. Maximum value measured.

d. Percent of time turbidity was maintained at or below 0.3 NTU.

e. Radioactive monitoring is conducted every nine years. Uranium was detected in San Luis Reservoir in 2013

UNREGULATED PARAMETERS FOR UCMR 4 (YEAR 2019-2020)					
PARAMETER	Unit	NL	Average	Range	
Haloacetic Acids (HAA5)	ppb	NA	30.1	14 - 47	
HAA6Br	ppb	NA	3.44	0.38 - 15	
HAA9	ppb	NA	33.29	22 - 47	
Butylated Hydroxyanisole	ppb	0.03	0.035	ND - 0.035	
Quinoline	ppb	0.02	0.028	ND - 0.028	
Manganese	ppb	0.4	6.4	1.8 - 17	

OTHER WATER QUALITY PARAMETERS								
PARAMETER	Unit	ORL	Average	Range	Average	Range	Average	Range
Boron	ppb	1000 (NL)			201	171 - 285	ND	ND - 123
Bromide	ppb	NA			187.5	120 - 240	ND	ND
Calcium (as Ca)	ppm	NA			24.5	20 - 28	9.5	3 - 17
Chlorate	ppb	800 (NL)			154.5	109 - 238	162	28 - 420
Hardness (as Calcium Carbonate)	ppm	NA			124.5	98 - 140	34	7.7 - 60
Magnesium	ppm	NA			15.5	12 - 18	2.9	<0.2 - 5.5
pH	–	NA			7.85	7.5 - 8.0	9.2	8.6 - 9.7
Phosphate (ortho)	ppm	NA			ND	ND	<0.3	<0.3 - 0.3
Potassium	ppm	NA			4.25	3.2 - 4.6	0.7	0.4 - 11
Silica	ppm	NA			12.5	9 - 14	4.8	3 - 5.9
Sodium	ppm	NA			80	59 - 99	12	3.1 – 17
Strontium	ppb	NA			ND	ND	83	14 - 181
Total Alkalinity (as Calcium Carbonate)	ppm	NA			84	76 - 92	37	4.5 - 79
Vanadium	ppb	50 (NL)			ND	ND - 5	ND	ND

In 2021, The City of Milpitas collected over 2,000 drinking water samples to be analyzed by State-certified laboratories. The water supplied in Milpitas met all USEPA and State drinking water health standards in 2021, as shown in the adjacent table, which lists all drinking water constituents that were detected during the 2021 calendar year. A full list of tested constituents is available upon request. Unless otherwise noted, the data presented in this table reflects testing completed between January 1 and December 31, 2021.

Some data, although representative, were collected prior to 2021, as the State Board requires monitoring for some constituents less frequently. The concentrations of these constituents do not vary frequently or significantly.

This Consumer Confidence Report (CCR) reflects changes in drinking water regulatory requirements during 2021. These revisions add the requirements of the federal Revised Total Coliform Rule, effective since April 1, 2016, to the existing state Total Coliform Rule. The revised rule maintains the purpose to protect public health by ensuring the integrity of the drinking water distribution system and monitoring for the presence of microbials (i.e., total coliform and E. coli bacteria). The U.S. EPA anticipates greater public health protection as the rule requires water systems that are vulnerable to microbial contamination to identify and fix problems. Water systems that exceed a specified frequency of total coliform occurrences are required to conduct an assessment to determine if any sanitary defects exist. If found, these must be corrected by the water system. The state Revised Total Coliform Rule became effective July 1, 2021.

Water Quality Information

Lead

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Infants and young children are typically more vulnerable to lead in drinking water than the general population. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. The City is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. It is possible that lead levels at your home may be higher than at other homes in the community as a result of materials used in your home's plumbing. If you are concerned about elevated lead levels in your home's water, you may wish to have your water tested by a laboratory and/or flush your tap. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you do so, you may wish to collect the flushed water and reuse it for another beneficial purpose, such as watering plants. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the USEPA Safe Drinking Water Hotline or at (800) 426-4791 or at [epa.gov/lead](https://www.epa.gov/lead).

In 2018, the City of Milpitas, through a coordinated effort with the Milpitas Unified School District (MUSD) completed lead sampling at fourteen (14) K-12 school sites, in compliance with Assembly Bill No. 746.

Fluoride and Dental Fluorosis

Mandated by State law, water fluoridation is a widely accepted practice proven to be safe and effective for preventing and controlling tooth decay. The fluoride target level in the water is 0.8 milligram per liter (mg/L, or part per million, ppm), consistent with the May 2015 State regulatory guidance on optimal fluoride level. Infants fed formula mixed with water containing fluoride at this level may still have a chance of developing tiny white lines or streaks in their teeth. These marks are referred to as mild to very mild fluorosis, and are often only visible under a microscope. Even in cases where the marks are visible, they do not pose any health risk. The Centers of Disease Control (CDC) considers it safe to use optimally fluoridated water for preparing infant formula. To lessen this chance of dental fluorosis, you may choose to use low-fluoride bottled water to prepare infant formula. Nevertheless, children may still develop dental fluorosis due to fluoride intake from other sources such as food, toothpaste and dental products.

Contact your healthcare provider or SWRCB-DDW if you have concerns about dental fluorosis. For additional information about fluoridation or oral health, visit the SWRCB-DDW website https://www.waterboards.ca.gov/drinking_water/certlic/drinkingwater/Fluoridation.shtml, or the CDC website <https://www.cdc.gov/fluoridation>.

Disinfection with Chloramine

The water from both SFPUC and Valley Water is treated with chloramine to protect public health. Chloramine assists in destroying disease-causing organisms. Chloramine is considered safe for use as a water disinfectant. However, home dialysis patients and aquarium owners must take precautions before using the chloraminated water in kidney dialysis machines or aquariums. Dialysis patients should consult with their doctor or dialysis technician and aquarium owners should consult with their pet store.



Hardness

Water hardness is determined mainly by the presence of calcium and magnesium salts. Although hard water does not pose a health risk, it may be considered undesirable for other reasons. Some benefits of water softening are reductions in soap usage, longer life for water heaters and a decrease in encrustation of pipes; disadvantages are an increase in sodium intake, an increase in maintenance and servicing and potential adverse effects on salt-sensitive plants. To convert hardness from ppm

Hardness Classification	Grains per Gallon	ppm
Soft	less than 1.0	less than 17.1
Slightly hard	1.0–3.5	17.1–60
Moderately hard	3.5–7.0	60–120
Hard	7.0–10.5	120–180
Very hard	over 10.5	over 180

Important Contact Information

City Contacts

City of Milpitas
455 E Calaveras Blvd, Milpitas, CA 95035
(408) 586-3000; TDD (408) 586-2643
<https://www.milpitas.gov>

Business Hours of operation 8 a.m. to 5 p.m., M–Th

Water Emergencies
(408) 586-2600, Business Hours
(408) 586-2400, After Hours

Billing Questions
(408) 586-3100

Water Conservation Hotline
(408) 586-2666

Valley Water Pollution Hotline
(888) 510-5151 (24 Hours)

How to Get Involved

City Council meetings are typically held on the first and third Tuesday of every month at 7:00 pm in the City Hall Council Chambers located at 455 E. Calaveras Blvd. Prior to each meeting, Council meeting agendas can be found posted at City Hall and can also be downloaded from the City website at: <https://www.milpitas.gov/our-government/city-council/city-council-agendas-and-minutes-2/> You can also tune in to a live stream of our City Council meetings at: <https://www.milpitas.gov/live-streaming-virtual-meeting-council-planning-meeting/>



Item # 12.



What Else Should I Know?

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the USEPA Safe Drinking Water Hotline. Call 1(800) 426-4791

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons, such as persons with cancer undergoing chemotherapy; persons who have undergone organ transplants; people with HIV/AIDS or other immune system disorders; some elderly; and infants can be particularly at risk from infections. These individuals should seek advice from their health care providers.

USEPA/Centers for Disease Control guidelines on appropriate means to lessen the risk of infection by cryptosporidium and other microbial contaminants available from the USEPA Safe Drinking Water Hotline. Call 1(800) 426-4791





CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Economic Development and American Rescue Plan Act Economic Vitality Investment Framework Update (Staff Contact: Alex Andrade, Director of Economic Development, 408-586-3046)
Category:	Community Development
Meeting Date:	8/16/2022
	<u>Recommendation:</u> Receive Economic Development and American Rescue Plan Act (ARPA) Economic Vitality Investment Framework Update.

BACKGROUND:

The City Council approved the [Economic Development Strategy and Implementation Actions report](#) (EDS) on May 5, 2020, as a policy document to serve as Milpitas' road map to grow and diversify the City's economy, support businesses and workers, and improve quality of life in the community. Economic Development and Job Growth is a key City Council priority, which is vital to the health of the local economy. The EDS was approved a few months into the COVID-19 pandemic. Consequently, the EDS includes vital strategies and implementation actions that have assisted the local business community in resiliency and recovery.

The Economic Development Strategy is a 5-year plan and is organized into 7 topic areas based on challenges and opportunities identified through comprehensive outreach activities and data analysis. It consists of 35 strategies and 64 implementation actions. A variety of strategies and implementation actions have been completed while several others are underway with the goal of supporting businesses, assisting the development community, and increasing economic vibrancy.

On March 11, 2021, President Biden signed into law the American Rescue Plan Act (ARPA) to support urgent COVID-19 response efforts such as to help retain jobs and provide immediate economic stabilization for households and businesses. Given the local impact of the pandemic, the City Council approved the ARPA Economic Vitality Investment Framework on June 8, 2020, to support re-building the Milpitas economy. The City Council reaffirmed its commitment to their Economic Development and Job Growth priority by dedicating financial aid for business resiliency and recovery through the Small Business Assistance Grant Program, Financial Assistance to Hotels, Main Street Revitalization (Business Improvement District Feasibility Study and Storefront Improvement Grant Program), Workforce Development, Financial Assistance to Chamber of Commerce, Catalytic Converter Theft Deterrent Program, and two-year limited term Economic Development Specialist to implement the Office of Economic Development's ARPA funded programs and initiatives.

ANALYSIS:

The Office of Economic Development's vision is to preserve and enhance Milpitas' business climate to ensure the City is fiscally stable to provide essential services and partners with the community in its commitment to improve quality of life. The Office of Economic Development reprioritized its mission to assist the business community with resiliency and recovery efforts during COVID-19. However, the overall mission remains which is to provide services and resources to the business and development communities with the purpose of attracting, retaining, and expanding business and employment opportunities for area residents, stimulating the local economy, and enhancing local retail sales, transient occupancy and commercial property tax bases while maintaining a positive balance between growth, social equity, and Milpitas' economic vitality.

The previous 2.5 years has been a period of unprecedented economic uncertainty, but the Economic Development Strategy was developed with strategies and implementation actions expected to stabilize and grow the Milpitas economy as the City and region recover from the economic impacts of the pandemic.

The purpose of this agenda item is to provide the City Council with an update and accomplishments associated with the ARPA Economic Vitality Investment Framework and the Economic Development work plan.

American Rescue Plan Act (ARPA)

Cities can use ARPA funds to address the negative economic impacts caused by the pandemic. The City Council resolved to invest ARPA funds to aid Milpitas residents and businesses with a focus on community benefits. The update on ARPA's Economic Vitality Investment Framework concentrates on the Small Business Assistance Grant Program, Financial Assistance to Hotels, Main Street Revitalization (Business Improvement District Feasibility Study and Pilot Storefront Improvement Grant Program), Workforce Development, Financial Assistance to the Chamber of Commerce, Catalytic Converter Theft Deterrent Program, and the two-year limited term Economic Development Specialist hired. In addition, an update on the *non*-ARPA funded COVID-19 Workforce Recovery Program can be found below under the Workforce Development heading.

A summary of these updates and accomplishments can be found below:

- **Small Business Assistance Grant Program:** Over 370 applications received, and 343 small businesses were deemed eligible for grants. 276 small businesses received grants of \$5,000 (\$1,380,000) and 67 businesses that applied will receive \$1,700 grants (343 total business). The remaining 67 businesses are expected to receive funding during the week of August 15th. Staff issued a Small Business Assistance Grant Survey and received approximately 109 responses. Survey results indicate that 95.5% of grantees stated that they are very satisfied with the grant program and 99.1% declared that the grant helped their business. More survey results will be shared via a presentation at the City Council meeting on August 16th.
- **Financial Assistance to Hotels:** Staff initially received 15 grant applications out of 20 hotels in Milpitas. Two hotels rescinded their grant applications and the City proceeded with processing 13 grant awards of \$10,000 each. The remaining \$70,000 was re-appropriated to the Small Business Assistance Grant Program. Staff issued a Hotel Grant Survey during the week of August 8th which is still open. Survey results will be shared with the City Council at the future ARPA Quarterly Report Update.
- **Main Street Revitalization:**
 - **Business Improvement District (BID) Feasibility Study** consists of \$75,000 of ARPA funding to be used for the BID feasibility analysis, technical support for property and business owners on Main Street and will guide the formation of a BID and required Engineer's Report. Staff is developing the Scope of Work for a Request for Proposal (RFP) which will be issued soon.
 - **Pilot Storefront Improvements Grant Program** is funded through \$300,000 of ARPA dollars. Detailed information on the Pilot Storefront Improvement Grant Program can be found below.
- **Workforce Development:**
 - **Milpitas Youth Force Program** led by the Recreation and Community Services Department has successfully concluded the collaborative 8-week summer work program where 15 teenagers received training, transportation support, a work attire stipend, paid minimum wage for on-the-job experience, and weekly mentorship. Economic Development staff recruited various businesses to participate in the program including FalconX, Spring Valley Golf, InternMart, bitWise, etc.
 - **First 5 Santa Clara County** has recruited for their Quality Matters Early Learning Teacher Apprenticeship Program and hosted an informational session on May 16, 2022. The Quality Matters Early Learning Apprenticeship Program launched on August 13, 2022. The City of Milpitas is the only city in Santa Clara County to provide funding for this 22-month program benefitting families.

- **Rising Sun Center for Opportunity** is conducting Youth Recruitment Initiatives to enroll in their Green House Calls Program including Milpitas High School and Calaveras Hills High School via the College and Career Center and a meeting with the Milpitas Chamber of Commerce. Rising Sun is having conversation with the Public Works Department on a potential collaboration on the Climate Careers Externship Program.
- **Build It Green** launched the Certified Green Building Professional Training on August 9, 2022. Building professionals will develop an understanding of fundamental green building principles and learn holistic approaches to designing and building healthy, cost-saving, and environmentally friendly homes. Graduates of this course will earn a professional certification that demonstrates their knowledge and credibility in this fast-growing, in-demand sector.
- **Evergreen Valley College** will enroll Milpitas residents into the Amazon Cloud Practitioner Program. Amazon Web Services Cloud Practitioner Program is a 4-class series in cloud-based computing, emerging technologies, and clean technology in which residents will receive an industry recognized certification for skills enhancement. Staff has had a proactive dialogue with Amazon Web Services representatives on a potential workforce partnership.
- **Milpitas COVID-19 Workforce Recovery Program (General Fund):**
 - Staff initiated this non-ARPA funded program in response to the unprecedented unemployment hike at the beginning of the pandemic in order to assist residents with obtaining skills necessary to compete for quality jobs in Milpitas. The Milpitas MyPlan Program was funded through the Office of Economic Development's budget at a cost of \$40,000 in partnership with NOVAworks.
 - The Milpitas MyPlan Program, developed by NOVAworks, included two phases and cohorts. Phase 1 explored practical solutions for workforce training opportunities through a needs assessment process focused on surveys and interviews. Phase 2 focused on implementation of recommendations from the first phase. Project deliverables included customized workforce training workshops, assessments, career navigation and career counseling for Milpitas unemployed and underemployed workers and young adult learners, as well as identifying the types of upskilling needed for Milpitas-based businesses impacted by COVID-19.
 - A total of 25 Milpitas residents completed the successful MyPlan program in winter/spring 2022.
- **Catalytic Converter Theft Deterrent Program:**
 - Staff from the City Manager's Office City Attorney's Office, Police, Information Technology, Finance, Recreation and Community Services, and Economic Development have been working closely to launch a crime prevention program to deter catalytic converter theft while providing financial assistance to local automotive businesses that have been impacted by the pandemic. The program is funded by ARPA at \$200,000 and expected to commence in October 2022. The program will operate for a limited term of 3 months. Staff have already conducted outreach to several automotive businesses to share information about the impending grant program and to obtain feedback regarding program overview, business interest, type of catalytic converter protection, proposed voucher amount, and reimbursement timeframes. Staff will be conducting extensive outreach to businesses and residents, with focused outreach to groups such as seniors, low-income households, and Milpitas Assistance Program participants.
- **Economic Development Specialist:**
 - An Economic Development Specialist was hired in October 2021 to implement the ARPA Economic Vitality Investment Framework on behalf of the Office of Economic Development. The ARPA funded position is limited term for 2 years and the staff person has been leading all of the ARPA funded projects.
- **Financial Assistance to the Chamber of Commerce:**
 - Staff has guided the Chamber of Commerce for many months on submitting the ARPA application to include key deliverables, performance metrics, and application completion.
 - At the August 9, 2022 City Council meeting, staff was directed to wait on disbursing funds until the City Council has received and reviewed the Chamber's Financial Reports for a 12-month period to ensure that the funds are used responsibly, a Work Plan for the Art and Wine Festival scheduled for spring 2023, and information on how the ARPA funds will be used overall.

Pilot Storefront Improvements Grant Program

With City Council's approval, the Office of Economic Development launched the Pilot Storefront Improvement Grant Program with \$50,000 from the Community Benefit Fund. The Pilot Program's purpose is to improve the appearance of commercial storefronts to encourage economic vitality, enhance business marketability, increase property values, and attract residents, visitors, and new businesses to the enhanced business district. The Pilot Program is designed to benefit businesses located on Main Street and be a catalyst for future investment in the downtown and Main Street Revitalization. Eligible improvements include, but are not limited to paint, lighting, signage, awnings, windows, outdoor seating/dining, landscaping, benches, and historic architectural features.

The property owner of 167 and 187 South Main Street, where Red Chillies and The Best Sandwiches are located, submitted the Pilot Program's first application in August 2021. There is a current proposal to design and build a shared outdoor dining area between the two restaurants to create a festive and safe destination to dine outdoors during the pandemic and beyond. Staff has met several times with the business and property owners, Architect, and other City staff from Planning, Building Safety, and Fire Departments to analyze the site and work through any anticipated issues. Preliminary drawings have been prepared and staff has met to collaborate on solutions for meeting minimum parking and accessibility requirements.

The Planning Department is currently developing a draft Outdoor Dining Ordinance and expects to present a draft of the ordinance to the Planning Commission in September for a recommendation to the City Council. The City Council will subsequently review the draft ordinance for adoption in October. The proposed Outdoor Dining Ordinance will include language consisting of a 50% parking reduction for restaurants in the MXD Mixed-Use Zone, which includes all parcels along South Main Street, as well as mixed-use areas within the boundaries of the Transit Area Specific Plan (TASP), which are designed to promote pedestrian activity. The draft ordinance will also propose a 25% parking reduction in other commercial and mixed-use areas throughout the city in conjunction with eligible outdoor dining. This proposed Outdoor Dining Ordinance would allow a needed parking reduction to accommodate the current design and build out of a shared outdoor dining area with seating for up to 48 people between Red Chillies and The Best Sandwiches.

In addition, staff continues to market the ARPA funded Storefront Improvement Grant Program, which is funded in the amount of \$300,000. Storefront Improvement Grant Program applications, under the ARPA funded program, have been received by Seema Beauty Salon, Bombay Chaat House, Gurus of Dance, Milan Indian Cuisine, SG Inc. CPA, and Maggie's Beauty Max. These applications are currently being reviewed. The completion of the abovementioned Storefront Improvements projects will help create placemaking and the pedestrian-scale appeal that is desired along Main Street for economic vibrancy.

Economic Development Work Plan

Staff will present on Economic Development projects, programs, and initiatives that includes day-to-day services provided to the business and development communities including COVID-19 assistance, business retention, expansion and attraction, permit assistance, entrepreneurship, real estate transactions/asset management, etc. A summary of these updates and accomplishments can be found below:

Business Attraction: staff has facilitated permit assistance and provided various resources to attract, retain and expand business and investment opportunities in Milpitas.

- **Tasman Tech Center**
 - **MKS Instruments** – Measuring and controlling device firm has moved from Santa Clara to Milpitas and is occupying 102,000 square feet. Building permit fees total \$157,361.80
 - **SMART Modular Technologies** - Global leader in specialty memory, storage and high-performance computing solutions serving the electronics industry for over 30 years has moved from Newark and is occupying 22,000 square feet. Building permit fees total \$41,669.07.

- **cPacket Networks** - Leading provider of intelligent observability for hybrid-cloud and multi-cloud networks has moved from San Jose and is occupying 13,000 square feet. Building permit fees total \$29,615.79.
- **Socionext** - One of the world's leading fabless SoC (System on a Chip) suppliers has moved from Santa Clara to Milpitas and is occupying 34,000. The estimated construction cost for tenant improvements is \$810,000. Building permit fees total \$53,640.16.
- **Park Point Tech**
 - **Corsair Gaming** – Gaming hardware firm has moved from Fremont into Milpitas and will occupy 118,000 square feet and employ approximately 500 people. The City's sales tax consultant has shared that similar types of businesses may generate enough sales tax revenues to be ranked anywhere between the top 25 to 35 top sales tax generators in Milpitas. Building permit fees total \$143,579.05.
 - **BD Biosciences** – One of the world's largest medical device makers has selected Milpitas and is expanding their footprint by 240,000 square feet. They are expected to employ 800 people.

Business Resources: staff has provided various business resources to assist with COVID-19 resiliency and recovery efforts as well as day-to-day customer service and operations to improve the local economy.

- **NorCal Small Business Development Center (SBDC)**
 - Staff has partnered with the NorCal SBDC to provide critical information and resources to assist businesses through hosted webinars. A total of 7 webinars have been completed consisting of various topics:
 - COVID-19 & the Next 30 days of Your Business!
 - Small Business Financing
 - PPP, EIDL, SBA Debt Relief, etc.
 - Business Resiliency & Retooling
 - Restaurant Revitalization Funds
 - Debt Management
 - Credit Restoration
- **Community Development Roundtable (CDR)**
 - **CDR** – In partnership with the City Manager's Office, staff has hosted meetings with Real Estate Brokers, Developers and industry leaders with the purpose of developing relationships, thought leadership, and advocacy on various Community Development topics through the City Services Areas (CSA) program. Topics discussed recently include the Objective Design Standards, Housing Element, Metro Specific Plan, Gateway/Main Street Specific Plan, Climate Action Plan, Vehicle Miles Traveled Policy, Workforce Development, Fiscal Benefits of Employment Lands Study and the Innovation District.

Regional, State and National Leadership: staff continues to expand its Economic, Community and Workforce Development presence at different levels, which enhances the work plan's programs, initiatives, and projects and has increased brand awareness, credibility, expertise, and leadership in these fields.

- **Santa Clara County Economic Support Function Team** – as a regional team member, staff wrote "Surviving the Pandemic and Building Resilient Hotel and Travel Industries in Silicon Valley: A Guide for Local Government and Industry Leaders," which prompted the establishment of the Reconnecting Silicon Valley (RSV) Taskforce made up of regional City representatives and private sector leaders in the hotel and travel sectors. Staff has received information from an Economic Development industry organization that it is a top contender for an award related to the development of the Report and establishment of RSV and its positive regional impact on these industries. The industry organization will publicly divulge winners at the annual conference and via press release on September 20, 2022.
- **Silicon Valley Economic Development Alliance (SVEDA)** – staff is a member of SVEDA through Joint Venture Silicon Valley, which addresses regional economic, community and workforce development issues collectively and convenes public and private resources to ensure the success of businesses in Silicon Valley.

- **ICSC - Community Advancement Co-Chair** – as the Public Sector Co-Chair, staff developed a successful retail panel for the ICSC Monterey Conference (March 2022), which consisted of City Manager Steve McHarris, Planning Director Ned Thomas, Lyon Living Development Manager (Retail) Thomas Rubio and moderated by President of Retail Pacific Carol Therien. Staff is leading conversations on the development of the SVEDA/ICSC Conference scheduled for November 2022.
- **Stanford University – Urban Studies** – the Office of Economic Development has partnered with Urban Studies faculty on the Milpitas Microenterprise Grant Program and Innovation District. Students have researched, surveyed, and developed reports on these subject matters and have been presented to the Economic Development and Trade Commission.
- **SelectUSA Economic Summit – Go-Biz** – the Office of Economic Development was selected to join Go-Biz (Governor Newsom’s Office of Business and Economic Development) as part of the California delegation at the SelectUSA Economic Summit held in Washington D.C. in June 2022. This initiative resulted in engagement with international businesses and highlighted local and statewide opportunities.

FISCAL IMPACT:

There is no fiscal impact associated with the Office of Economic Development’s update on programs and initiatives as well as the ARPA Economic Vitality Investment Framework update.

California Environmental Quality Act (CEQA):

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. The City Council update is also exempt from CEQA under Guideline 15306 as basic data collection and research does not cause or result in a serious or major disturbance to an environmental resource.

RECOMMENDATION:

Receive Economic Development and American Rescue Plan Act (ARPA) Economic Vitality Investment Framework Update.

Attachment(s):



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Receive Progress Report on the Work Completed from Raimi and Associates and City Staff on the Milpitas Residential and Mixed-Use Objective Design Standards, Discuss Project Objectives and Priorities, and Provide Feedback on the Public Draft (Staff Contact: Ned Thomas, Planning Director, 408-586-3273 and Jay Lee, Principal Planner, 408-586-3077).
Category:	Community Development
Meeting Date:	8/16/2022
	Recommendation: Receive progress report on the work completed from Raimi and Associates and City staff on the Milpitas Residential and Mixed-Use Objective Design Standards, discuss Project objectives and priorities, and provide direction on the Public Draft.

Background:

Although there are design guidelines for the City's two specific plan areas, broader citywide design guidelines for new development currently do not exist. Furthermore, recent state legislation (e.g., SB330, SB35) requires design guidelines to be objective and quantifiable for residential projects and mixed-use projects with at least two-thirds of the square footage designated for residential use. Therefore, the City is preparing the Residential and Mixed-Use Objective Design Standards ("Objective Design Standards") to streamline housing approvals and accelerate housing production by providing clarity and certainty in design decisions and to eliminate unnecessarily burdensome review in the permitting process.

The Objective Design Standards will provide clear and implementable design criteria for all new residential and applicable mixed-use developments throughout the City to meet the new state requirements. The Objective Design Standards will also help ensure compliance with SB 35, which stipulates that qualifying multi-family residential projects meeting certain criteria may request a streamlined ministerial approval process.

On June 16, 2020, the City Council authorized acceptance of a \$310,000 grant from the California Department of Housing and Community Development (HCD) through the State's Planning Grant Program, which is funded by Senate Bill 2 (SB 2), also known as the Building Homes and Jobs Act. City Planning staff is using the grant funding to create land use and zoning tools to streamline housing approvals, comply with State legislation, and support the state's goal of addressing critical housing needs. Developing the Objective Design Standards is one of three key tasks being funded as part of this effort.

In October 2020, following a competitive Request for Qualifications (RFQ) process, the City selected Raimi and Associates to complete the Objective Design Standards. The work completed thus far is summarized below.

- Existing Conditions and Best Practices Memo:** The consultant reviewed existing multifamily and mixed-use zoning regulations, researched best practices, and provided recommendations based on this research and analysis.
- Community Outreach:** The consultant prepared a public-facing fact sheet that describes State regulations, the need for objective design standards, and project goals. The consultant and City staff also hosted a series of working sessions with City staff from various departments involved in the development review process to ensure that the Objective Design Standards support the City's fire, building, land development, and transportation requirements. The project team also conducted a series of stakeholder meetings with key developers who have built housing projects in Milpitas, the

Community Development Roundtable, and the Milpitas Involved Citizens to receive preliminary feedback on the Objective Design Standards.

3. **Framework Plan and Site Tests:** The consultant developed a Framework Plan that identifies the topics and organization of the Objective Design Standards. The consultant then “tested” the draft design standards and concepts in the Framework Plan by applying them to several sites throughout the City and creating 3D models to show what new developments would look like under the proposed standards. These site tests ensured that the Objective Design Standards would be feasible and effective in actual development scenarios.
4. **Draft Objective Design Standards:** Based on public input received and results of the site tests, the consultant prepared an Administrative Draft of the Objective Design Standard for internal review. Following staff review of the Administrative Draft, the consultant revised the Administrative Draft and published a Public Draft in a web-friendly format for review by the general public. The Public Draft was posted on the Planning Department webpage on July 19th and will be available for public comment through August 20th. The public comment period was announced through an email blast, an online public forum, the City’s social media platforms, and electronic signs at City Hall.

Analysis:

A brief overview of the Existing Conditions and Best Practices Memo, public input received, and Public Draft Objective Design Standards is provided below.

Existing Conditions and Best Practices Memo

The key findings of the Existing Conditions and Best Practices Memo are outlined below:

- **Existing Regulations:** The City of Milpitas does not have consistent objective design standards across its various regulatory documents. The City’s two specific plans provide design guidelines for the areas within the plan boundaries, but the design guidelines are subjective and found in multiple locations. The General Plan also provides various policies that provide general design guidance for multifamily and mixed-use residential projects.
- **Organization and Structure:** Objective design standards are typically organized by: (1) topic, (2) land use and building typology, (3) design principle/goal, or (4) area (i.e., neighborhood). Each approach has its strengths and weaknesses, but the most common practice is to combine two or more of these approaches.
- **Flexibility in Design:** A good set of objective design standards should strive to balance flexibility and prescriptiveness. A variety of strategies can be used to achieve this balance including: (1) menu of options to choose from to meet the intent of the standard, (2) point-based system requiring projects to attain a minimum score, (3) organization into building typologies allowing applicants to determine which classification is most appropriate for their projects, and (4) location-specific standards that consider the unique characteristics of each area.

Community Feedback

The feedback received through the staff working sessions and stakeholder meetings is summarized below:

- Existing design guidelines are largely outdated, featuring design practices that are no longer relevant or contemporary, and subjective, resulting in confusion on the part of both applicants and staff.
- Requiring ground floor retail for mixed-use projects in areas where it may not be financially feasible constitutes a hurdle for applicants. Emphasize building form over use.
- Maximum buildings heights and allowed density are in conflict. The maximum building height is often too low relative to the allowed density.
- Satisfying fire and public safety standards sometimes has been cumbersome, especially when attempting to satisfy stairwell, utility, and emergency vehicle access requirements.
- Regulate buildings based on typologies that can be reasonably expected to appear in Milpitas and implement design standards that are consistent with the building code.
- The biggest benefit of objective design standards is a streamlined review process and the elimination of negotiating between the applicant and staff regarding subjective design guidelines.
- While clear standards are desired, maintaining some level of flexibility to encourage variations in design is needed for significant façade breaks, upper floor step backs, and façade treatments.

Refer to the Existing Conditions and Best Practices Memo for a detailed overview of the feedback received.

Public Draft Objective Design Standards

The background research and analysis and feedback received from staff, developers, and community members have informed the organization and content of the Public Draft Objective Design Standards. Below is an overview of the Public Draft Objective Design Standards and a description of the key design standards.

GP Implementation

The Objective Design Standards support and implement many General Plan policies in the Land Use, Circulation, and Community Design Elements. A few of the policies are below:

- LU-5: Ensure that new development is compatible with existing development in order to maintain a high quality of life for residents, while supporting successful business operations.
- CD-1: Strengthen Milpitas' identity and sense of place by reinforcing the community's distinctive, high-quality community form, natural landscape, and character.
- CD-2: Ensure project designs reinforce a sense of place, display design excellence, and are cohesive and sensitive to the surrounding built environment and natural landscape.
- CD-10: Design buildings, sites, and streets to enhance pedestrian and bicycle mobility.
- CD-11: Enhance Milpitas' commitment to sustainable design by minimizing negative environmental impacts and utilizing resources efficiently.

Relationship to the Zoning Ordinance

The Objective Design Standards complement the City's Zoning Ordinance (Milpitas Municipal Code, Title XI, Chapter 10) by providing detailed architectural and urban design standards that supplement the City's zoning and general development standards to facilitate high-quality, attractive developments. While the Zoning Ordinance provides basic development standards that determine the overall scale of development (e.g., uses permitted, lot size, density, setbacks, and building height), the Objective Design Standards provide detailed requirements for how buildings should be designed (e.g., massing breaks, façade composition, and building materials).

Organization and Overall Strategy

The primary goals of the Objective Design Standards are to preserve the character of existing neighborhoods, encourage human-scaled buildings, promote high quality site and building design, and emphasize a pedestrian-oriented environment.

To accomplish these goals, the Objective Design Standards utilize a holistic approach that works across scales from urban scale strategies to fine grained architectural strategies. The Objective Design Standards first address site planning and site design, covering topics like block structure, building orientation, open space and landscaping, and access/parking. The next set of standards address building massing and form, covering topics like building lengths and upper floor mass reductions. Then the standards address façade modulation, providing requirements for major and minor breaks in the building façade. Finally, the standards conclude by addressing façade articulation and open space design, covering topics like establishing a base/middle/top, awnings and canopies, window design and pattern, building materials, and open space dimensions.

The Objective Design Standards also strive to balance objectivity with flexibility by establishing unique requirements for each building type, addressing special circumstances, and providing multiple options for compliance. Furthermore, the Objective Design Standards establish a clear process for requesting and approving minor exceptions and exemptions. Applicants may request up to three exceptions/exemptions but must demonstrate that the project meets the purpose and intent statement of each topic where the exception/exemption is requested and that there are valid constraints to meeting the standard. Otherwise, the applicant may choose to go through the typical discretionary approval process.

Key Design Standards

The key design standards are summarized below:

Site Planning

- The maximum block length is 400 feet and the maximum block perimeter length is 1,400 feet. Blocks exceeding these thresholds require a midblock connection with public access that meets minimum standards. Types of allowed midblock connections include a public street, private street, shared street (between pedestrians and vehicles), and paseo/pedestrian path. (pg. 9-14)
- Accessible open spaces must be equal to or greater than 5 or 10 percent of the lot area depending on the average building height. (pg. 15-16)

Site Design

- Sidewalks must meet the prescribed minimum dimensions. (pg. 18)
- Primary building frontages must face a public sidewalk or publicly accessible pathway. (pg. 19)
- Off-street parking is prohibited between the building and street. (pg. 25)
- A minimum of 15 percent of the total off-street open parking area must be landscaped with a mixture of trees, shrubs, ground cover, and other plant material. (pg. 28)
- For buildings greater than 2 stories in height in lower density residential areas, no portion of the building can be within a 45-degree daylight plan measured perpendicularly from the shared rear property line from a height of 10 feet for the full length of the property line. (pg. 33)

Building Design

- Buildings cannot exceed 380 feet in length or width and buildings with 6 or more stories must reduce the upper floor mass through one of the two options provided. (pg. 44-45)
- Buildings must provide a major façade break at least every 150 feet of building length and a minor façade break at least every 100 feet of building length. Each façade break must meet the prescribed minimum dimensions. (pg. 45-48)
- Buildings must use a different façade composition every 100 feet in length. Each façade composition must include a variation in at least two of the following: building modulation, façade articulation, fenestration, and materiality. (pg. 49-50)
- Buildings 3 stories or taller and a building length greater than 50 feet must be designed to provide a distinct base, middle, and top on all exterior facing facades. (pg. 51-52)

Next Steps

Following the Planning Commission study session, the consultant and City staff will present the Public Draft Objective Design Standards to the City Council for feedback and continue to receive public input through the end of the public comment period. The project team will then review all the feedback received, revise the Public Draft, and prepare the Final Objective Design Standards. The project team will return to the Planning Commission and City Council with the Final Objective Design Standards for adoption through public hearings.

Fiscal Impact:

This is an informational item. As such, there is no fiscal impact.

California Environmental Quality Act:

The Objective Design Standards will be exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption) and as a separate and independent basis Section 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning). The Objective Design Standards will provide architectural and urban design standards, which will not allow more development than what is currently allowed in the City's Zoning Ordinance. Therefore, the project has no potential to result in significant environmental impacts.

Recommendation:

Receive progress report on the work completed from Raimi and Associates and City staff on the Milpitas Residential and Mixed-Use Objective Design Standards, discuss Project objectives and priorities, and provide direction on the Public Draft.

Attachments:

1. Existing Standards and Best Practices Memo
2. Public Draft Milpitas Residential and Mixed



**Milpitas Objective Design
Standards: Technical Memo
Existing Standards &
Best Practices**

April 16, 2021

Technical Memo – Existing Standards & Best Practices

Table of Contents

I.	Introduction + Purpose	3
	Key Takeaways	3
II.	Documents Overview + Applicability	3
	A. General Plan 2040 (August 2020 Draft).....	4
	B. Zoning Ordinance	5
	C. Specific Plans	5
	D. Other Documents.....	6
III.	Existing Regulations: Strengths & Weaknesses	6
	A. Zoning Ordinance	6
	B. Transit Area Specific Plan (2011)	8
	C. Midtown Specific Plan (2010).....	9
	D. Streetscape Master Plan (2000)	10
	E. Fire Code Interpretation	11
IV.	Staff & Community Feedback	11
	A. Staff Feedback	11
	B. Community Feedback	12
V.	Best Practices	14
	A. Organization & Structure	14
	B. Flexibility in Design	20
VI.	Appendix	27
	A. General Plan 2040: Goals & Policies	27
	B. Best Practices Research	35
	C. Staff Feedback: Notes.....	36

I. Introduction + Purpose

Development of residential multi-family projects and mixed-use projects in the City of Milpitas is currently regulated by a number of documents and policies. These regulatory documents include the City's General Plan (ongoing update in draft form), Zoning Ordinance, two specific plans, and other key ordinances and documents.

As an introductory exercise for the Objective Design Standards (ODS) effort, this memo is divided into two parts. First is a high-level summary of the city's current regulatory language as it applies to design regulations for multi-family and mixed-use projects, and feedback from practitioners and city staff utilizing these documents. Second is a compilation of precedents and best practices of objective design standards, organized under several key topics that may later serve as a basis for the framework plan or specific objective standards.

Key Takeaways

- **Existing Regulatory Documents:** The City of Milpitas does not contain consistent objective design standards across its various regulatory documents. Design standards and guidelines appear in the zoning code, two specific plans, the recent draft general plan, and additional documents such as the *Streetscape Master Plan*. The content, structure, and level of clarity vary significantly, presenting both reviewers and applicants with a challenging range of design considerations that will need to be addressed.
- **Staff and Community Feedback:** Conversations with city staff and local developers and designers have revealed several weaknesses in the existing regulations as they apply to the design of individual projects, and their subsequent review. Topics such as vehicular circulation, waste removal, utilities, and building massing emerged as areas where the regulations are in need of improvement. The preparation of objective design standards was universally supported.
- **Best Practices Research:** Objective design standards appear in a broad range of documents and contexts. Dozens of examples were reviewed and analyzed to identify successful precedents for organization, content, diagrams, and structure. These best practices will inform the direction of the subsequent Framework Plan.
- **Next Steps:** Several ongoing efforts including the general plan update, and updates to both specific plans represent immediate opportunities to introduce objective design standards to crucial regulatory documents. The ODS team will engage directly with these other projects in the coming months.

II. Documents Overview + Applicability

Objective design standards will be applied throughout the City of Milpitas' regulatory documents wherever matters of building form and site design are concerned for multifamily and mixed-use residential projects. Objective design standards are mandated by state laws (California State Senate Bills 35 and 330 in particular), which require individual jurisdictions to revise any instances of subjective language in favor of objective language that:

"[Involves] no personal or subjective judgement by a public official and is uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official before submittal of an application." California State Senate Bill 330 (Section 66300.7)

At present, development standards and design guidance appear in the zoning ordinance, specific plans, and other guiding documents like the General Plan, Streetscape Master Plan, Housing Element, and Climate Action Plan. Although the degree of detail, specificity, and subjectivity varies considerably across these policies, the City is responsible for developing a new and consistent set of objective standards that are uniformly understood and accessible to both project applicants and internal reviewers. These policies include the following:

A. General Plan 2040 (August 2020 Draft)

The City is currently undergoing an update to the General Plan. The Draft General Plan will be used to guide the development of the objective design standards. The General Plan includes the following sections that provide design guidance for development of multifamily and mixed-use residential projects:

- **LU-2:** Promote land use objectives and development patterns in special planning areas consistent with adopted specific plans, overlay districts, and density bonus provisions.
- **LU-5:** Ensure that new development is compatible with existing development in order to maintain a high quality of life for residents, while supporting successful business operations.
- **LU-6:** Support commercial centers that serve residential neighborhoods and provide for a variety of convenient, successful and attractive commercial uses throughout the city.
- **CIR-1:** Provide a transportation system that efficiently, Equitably and effectively supports the City's land use vision, minimizes vehicle miles traveled (VMT), enhances connectivity of the existing network, and supports the use of all modes of transportation
- **CIR-2:** Provide safe, healthy, comfortable, equitable and efficient transportation choices for all modes of transportation that enable people of all races, cultures, ethnicities, religions, sexual orientation, genders, income levels, ages and abilities, especially people of color and those disproportionately affected by access to a personal vehicle, systemic transportation inequities, racism, oppression, and poverty to increase safe physical activity, reduce usage of personal vehicles, access goods and services, employment opportunities, and for personal travel; to provide for efficient goods movement.
- **CIR-4:** Promote, provide, and maintain an expanded, safe, convenient and comprehensive network of facilities for pedestrians and bicyclists of all ages and abilities to support walking and bicycling as viable modes of transportation, for recreational use, and to promote public health
- **CD-1:** Strengthen Milpitas' identity and sense of place by reinforcing the community's distinctive, high-quality community form, natural landscape, and character
- **CD-2:** Ensure project designs reinforce a sense of place, display design excellence, and are cohesive and sensitive to the surrounding build environment and natural landscape
- **CD-3:** Maintain and enhance the character and distinct identities of Milpitas' residential neighborhoods and commercial, mixed-use, and employment districts.
- **CD-4:** Enhance the existing character and strengthen the identity and unique qualities of Milpitas' districts.
- **CD-5:** Provide appropriate transitions between land uses to avoid conflicts and perpetuate the community's harmonious character
- **CD-6:** Enhance the corridors, pathways, and edges that form physical boundaries and provide transitions and connections throughout the community.
- **CD-9:** Enhance the quality and character of Milpitas' Public Spaces to provide safe, comfortable, and enjoyable passive and active recreation opportunities for all users.
- **CD-10:** Design buildings, sites, and streets to enhance pedestrian and bicycle mobility.
- **CD-11:** Enhance Milpitas' commitment to sustainable design by minimizing negative environmental impacts and utilizing resources efficiently.

The draft General Plan includes dozens of additional policies relating to building design. The goals and policies essentially function as a complete set of design guidelines for future development. The policies cover a range of topics from streetscape character, site design, circulation, building form, transitions, pedestrian entries, open space and other architectural details. The policies are a mix of general and very specific design guidance.

A complete list of applicable policies can be found in **VII. Appendix.**

B. Zoning Ordinance

The current zoning ordinance does not include a dedicated chapter to design standards. Rather, design standards appear in several different sections, each with varying levels of specificity and subjectivity. These sections include:

- Section 4. Residential Zones and Standards
- Section 6. Mixed Use Zones and Standards
- Section 8. Planned Development Zones and Standards
- Section 11. Specific Plan Areas
- Section 12. Overlay Districts and Standards
- Section 13. Special Use

Please note that single-family residential projects will *not* be addressed under the scope of this objective design standards project. Consequently, Single Family Residential (R1) Zone regulations will not be addressed. In addition, this memo does *not* address with the following topics:

- Accessory uses, buildings, and structures (XI-10-13.05)
- Manufactured Homes (XI-10-13.07)
- Temporary Uses and Structures (XI-10-13.11)
- Single Room Occupancy Residences (XI-10-13.13)

C. Specific Plans

There are two specific plans that uniquely regulate portions of the city:

- Midtown Specific Plan (2010) (*update pending*)
*Also referred to in other maps and documents as the Gateway-Main Street Specific Plan
- Milpitas Metro Specific Plan (2011) (*update pending*)
*Also referred to in other maps and documents as the Transit Area Specific Plan and Milpitas Commercial Specific Plan

Additional regulations including base zones associated with these specific plans also appear in the zoning ordinance:

- Section 11. Specific Plan Areas

These specific plans represent unique areas of influence within the City of Milpitas and feature unique and individual sets of development requirements and criteria. As the Metro Specific Plan is currently undergoing an update and the Midtown Specific Plan expected to begin its own update in the coming months, the work of this objective design standards project will be complimentary yet independent. The expectation is that each specific plan update will be individually responsible for updating its design guidelines and regulations to feature clear and objective design standards. The special design standards may be additive to Objective Design Standards as needed or may be stand-alone in each document. Opportunities for integration will be part of the ODS Framework Plan.

With whole-scale changes expected in each plan update, this memo does *not* analyze the two existing documents in detail.

D. Other Documents

While state law is explicit in its direction that objective design standards must be integrated wherever multi-family development is regulated, there are several ancillary documents that should also be considered:

- Streetscape Master Plan (2000)
- Climate Action Plan (2013)
- Housing Element (2015)

These documents do not engage directly with the form, orientation, or placement of individual buildings and are therefore less immediately applicable to an objective design standards effort. However, they do contain relevant language particularly as it relates to site design and context. It is essential that all objective design standards align with the stated goals of overarching regulatory documents, in particular the city's general plan.

In addition to these documents there are other departmental reviews that should be coordinated with the future Objective Design Standards. Public Works, Building, and Fire each review project application based on design standards and guidelines specific to their topic of review, some that involve a great deal of subjectivity and interpretation of code elements.

III. Existing Regulations: Strengths & Weaknesses

Design guidelines, in some form, are currently scattered throughout the many regulatory documents. For the purposes of this memo, the guidelines have been condensed into broader topics and key categories that are shared across both multi-family and commercial/mixed-use development. These topics are further categorized into areas of strength that would require more minimal improvements to obtain objectivity, and areas of weaknesses which lack objective language and would require significant alterations and revisions.

A. Zoning Ordinance

Strengths

- **Fences and Walls:** Currently regulated in under the zoning ordinance's General Provisions, the language currently features a number of specific, objective standards related to material, height, and placement. It is helpful that these regulations also distinguish residential versus non-residential contexts and applications.
 - Example Language: XI-10-54.10.C.1 *Height Limitations. Fences and walls shall not exceed six (6) feet in height at the rear and side yards, and forty-two (42) inches in height at the front yard.*
- **Ground Floor Commercial Design:** Design standards specific to ground floor spaces appear only once, under the Transit Oriented Development Overlay District section (XI-10-12.06.E.6.c). Much of the existing content represents a good starting point, as it already features some clear and objective language. These standards should be expanded upon, as they are currently limited strictly to parcels zoned R-5, within the TOD Overlay area.

- Example Language: XI-10-12.06.E.6.c *Windows. At least sixty (60) percent of the ground floor wall area between three (3) and eight (8) feet above the sidewalk shall be glass or other transparent material*
- **Planned Development:** As the code features quite stringent definitions for developments that are eligible for Planned Development designation, it is unlikely that the language requires significant revisions to be made objective. However, as the development standards default to the requirements of the zone that is “*most similar in nature*,” this section will naturally benefit from revisions to the Mixed-Use regulations. As individual applicants voluntarily submit proposals under Planned Development designation, this section will need to provide objective findings of consistency for evaluation of projects. In addition, the applicable standards and relevant criteria that exist in other sections of the code will need to be made objective.
- **Usable Open Space:** Usable open space requirements are regulated uniquely for each residential zone, with the language typically including both landscape/planted areas as well as built spaces such as patios. Some excerpts already provide minimum objective dimensions, although these most often simply specify minimum areas rather than appropriate linear dimensions that would ensure usable configurations.
 - Example Language: XI-10.4.05.C.1.b (R3 Zones) *An average of two hundred square feet of usable open space shall be provided for each dwelling unit. "Usable open space" shall mean any open space, the smallest dimension of which is at least 4 ½ feet and which is not used as storage or for movement of motor vehicles*

Weaknesses

- **Landscaping:** Language regulating usable open space is much closer to objectivity, while instances regarding landscaping are often almost entirely subjective. In some instances, language regulating the design of landscape is more of an aspirational goal or guideline rather than objective statement that applicants and designers can apply practically.
 - Example Language: XI-10-11.07.2.d *Landscaping is to be designated to highlight positive visual features, to screen negative ones, and to provide a cool, pleasant outdoor environment.*
- **Utilities:** Design guidelines regarding utilities are not extensive, but currently contain a variety of subjective and ambiguous directions that refer generically to “*well landscaped*” areas, and screening requirements that lack dimensions.
 - Example Language: XI-10-6.06.A *Rooftop mechanical equipment shall be concealed from street level views through roof designs that area architecturally integrated with the building, such as equipment wells and parapets*
- **Waste Disposal:** Areas for depositing and collecting waste are currently regulated in two sections of the code’s general provisions (XI-10-54.12 *Areas for Collecting and Loading Recyclable Materials* + XI-10-54.16 *Trash Enclosures, Equipment, and their screening*). Language regarding recyclable materials lack any objectivity or quantifiable requirements, beyond the basic requirement that all projects with 5 or more living units must provide a collecting and loading area. Trash enclosures also lack specific requirements for screening, and feature vague setback requirements and dimensions.
 - Example Language: XI-10-54.12.D. *Design Guidelines. The design and construction of recycling areas shall be reviewed in accordance with the guidelines adopted by Council Resolution for recycling areas.*
 - Example Language: XI-10-54.16.B.1 *When located on the street side of corner lots, the enclosure must be set back at least as far as the main building*

B. Transit Area Specific Plan (2011)

(Update pending as *Milpitas Metro Specific Plan*)

Development standards and design guidelines are featured in two sections of the 2011 report: Chapter 5, and Appendix. Any revisions to these standards since the 2011 adoption have been adopted in the Zoning Ordinance.

Strengths

- **Building Design:** Building massing, articulation, and features including windows, materials, and colors are regulated in the Appendix. Similar to the existing language regulating site planning, the content is adequate in its range of topics but consistently relies on subjective and ambiguous requirements ("*special architectural treatment*," "*buildings should be well articulated*," "*multi-paned windows are strongly encouraged*"). This subjective language needs to be eliminated, and more quantitative and explicit direction provided through revisions that include dimensions and clearer diagrams.
- **Ground Floor Design:** The standards regulating ground floor design are similar to those found in the zoning ordinance, but include a few additional requirements that need reinforcement, such as greater clarity regarding treatment of blank facades; entryways; recesses and projections. Other topics need improvement, such as materials (still described as "*best*" and "*quality*").
- **Mixed Use Design:** The sections in the Appendix regulating mixed-use buildings design are much more robust than the zoning ordinance, and could serve as a reference point for areas of improvement. It features the same shortcomings found throughout the specific plan, where greater specificity, dimensions, and clearer diagrams are needed.
- **Site Planning:** Standards regulating sites, block patterns, and building placement are regulated in the Appendix. A commendable range of topics are already featured, including block size, building and façade orientation, screening residential from industrial uses, mitigating surface parking, and vehicular circulation/access. Work is needed to eliminate subjective language, and provide more quantitative and explicit direction through revisions including dimensions and clearer diagrams.
- **ROW/Streetscape Design:** The current specific plan features a clear organization of street typologies with accompanying visuals that illustrate the exact dimensional requirements for the ROWs, including streets, planted or landscaped medians, planting strips, and sidewalks. These include planted areas within front setback areas.

Weaknesses

- **Organization of Policies and Standards:** The chapter concludes with a set of additional construction standards pertaining to specific topics, such as green building standards (including solar), noise considerations, railroad corridors, and hazardous materials. Some of these are more appropriately addressed as a component of the *Metro Specific Plan* update process, but others such as the regulation of parcels adjacent to railroads should more appropriate be nested in the overall zoning code. The topic of solar installation also warrants its own section in the zoning code, especially in response to recent legislation including AB 178 which requires all single-family residences and multi-family residences up to three stories across the entire state to satisfy minimum solar panel requirements.
- **Fence, Walls, and Vegetation Buffers for noise and vibrations:** Only applicable to parcels in close proximity to BART, UPRR train tracks, Great Mall Parkway, and industrial uses residential applicants are required to construct masonry walls and sound walls to address issues of noise and vibration. No objective standards are currently provided.

- **Landscaping:** This specific plan is an improvement upon the regulation and definition of landscaping compared to the zoning ordinance, but still remains highly subjective. Although objective/quantitative requirements are scattered throughout, generic mandates such as “*The develops of multifamily and mixed-use building should provide full landscaping*” is meaningless when approaching a given project from a design or approval perspective.
- **Multifamily Residential:** These standards are too brief, and new objective standards should be developed in tandem with zoning ordinance revisions.
- **Services:** Standards regarding utilities, service and loading areas, waste removal, and public safety issues are general and vague. The current plan references the Midtown Specific Plan, but both plans require significant revisions.
- **Vehicular Access:** Garage entrances, curb cuts, and wrapped parking are all featured, with scarce details regarding acceptable dimensions or design. Precedent images offer some needed context and reference, but the language needs additional objective directions and specificity.

C. Midtown Specific Plan (2010)

Development standards and guidelines are featured in Chapter 8 of the 2010 report. It prefaces the standards with this excerpt, which will need to be revised but also represents the typical approach to regulating design guidelines prior to the adoptions of SB 35 and 330 and serves as a useful precedent:

“The words “shall” and “will” indicate a mandatory requirement. The word “should” means that an action is required unless a determination is made that the intent of the guideline is satisfied by other means. Words such as “encouraged” or “may” are advisory and are provided as guidelines for development. In general, the word “shall” is used in the Development Standards. The Design Guidelines include the word “should” indicating a mandatory guideline.”

Strengths

- **Building Design:** Much of this language correlates with the Metro Specific Plan. Revisions to make standards objective are likely to be universally adapted in both plans.
- **Mixed-Use and Multifamily Design:** Much of this language correlates with the Metro Specific Plan. Revisions to make standards objective are likely to be universally adapted in both plans.
- **Parking Areas:** The plan separates off-street parking standards for residential and mixed-use projects, each featuring its own set of ratios based on unit type and building use. Although the existing language is brief, it offers a degree of specificity and objective dimensions with regards to the design of carports. Other areas will require revisions, such as driveway design and placement (site access), associating landscaping, and clearer standards regarding nearby existing on-street parking.

Weaknesses

- **Building Heights:** Instances of subjective design considerations such as “*special architectural elements such as towers and spires [or] corner elements*” will need to be removed, or fleshed out individually and made objective. This is especially important as it relates to maximum allowed building height.
- **Interaction with the Zoning Ordinance:** The Specific Plan area features nearly a dozen different zoning designations, including multifamily (R4, R4-TOD) and mixed-use (MXD, MXD-TOD). However, there are design guidelines featured in the specific plan that are not reflected in the zoning code, and regulations in the zoning code that are not explicitly contained within the specific plan document. Applicants and reviewers are thus required to consult two separate regulatory documents and resolve any discrepancies between the relevant and applicable standards, resulting in a confusing and complicated approval process.

- Example: XI-10.6.04.G *Park and Open Space Requirements for Residential Use*. This section contains additional design guidelines with regards to open space calculations and design of usable open space such as balconies and patios.
- **Interaction with Metro Specific Plan:** According to the zoning ordinance (XI-10-11.06.A.1), “*exterior building or site improvements*” must meet the design guidelines and standards of the Transit Area Specific Plan (aka Metro Specific Plan). This arrangement is confusing for both applicants and project reviewers, as it is not best practice for one specific plan be called on to regulate another.
- **Landscaping:** The shortcomings of this language are similar to those of the Metro Specific Plan, although this plan offers even fewer standards.
- **Parks and Open Space:** Three types of open space are required within the plan area, yet none are distinguishable from one another from a design perspective based on the highly vague and subjective language, and offer no clear direction with regards to design, location, or accessibility.
 - “*Private park space should be configured to be usable for recreational purposes by residents of the housing development.*”
- **Service Areas:** The plan features three brief, subjective guidelines regulating service areas in non-residential projects, but offers no direction on mixed-use featuring residential, or multi-family projects.
- **Street Trees:** Street trees located on sidewalks are a requirement, but the current language offers no direction on how they must interact with either existing or “assumed” 10-foot sidewalks.
- **Utilities + Waste Removal:** Weaknesses are nearly identical to those found in the zoning ordinance.

D. Streetscape Master Plan (2000)

This master plan functions as an all-purpose document that governs the regulation and design of the ROW, including sidewalks, landscaping, street trees, utilities, and vehicular circulation. As a master plan, it outlines a comprehensive set of goals and standards for streetscape design and maintenance, in addition to relevant city-wide policies and funding sources for implementation.

Although matters of streetscape, landscaping, ROW design, and utilities can be included within the scope of objective design standards, the City will need to make a determination regarding this master plan document and its relationship to any new design standards. Especially as the document is more than twenty years old, it is likely that an independent update of the plan may also be needed to be aligned with more urban development forms and meet the City’s goals for pedestrian safety, walkability, and active modes of transportation.

E. Fire Code Interpretation

Each city's interpretation of the California Fire Code can have a great impact on site and building design. Many city codes have been written to complement small scale suburban development, as more urban, high density building forms enter a community, these codes are often in conflict with contemporary building methods. The stakeholders R+A spoke with to gather feedback on development in Milpitas outlined number of subjective interpretations of the fire code that have hindered meeting the design goals and policies of the City. Some instances required redesign, resulted in a loss of units, and were considered to be requests that went beyond requirements of the California Fire Code. These instances included requiring the following:

- A Fire Command Center for buildings where the highest occupiable floor is below 75 feet in height
- More than one stairwell to provide roof access
- Additional fire apparatus access than the California Fire Code for sprinklered buildings
- Second fire apparatus access to be full length of second frontage

IV. Staff & Community Feedback

A. Staff Feedback

The project team has thus far completed two meetings with city staff to gather feedback and insight regarding project review, engagement with objective design standards, and best practices.

March 1, 2021. Planning Staff

Midtown Specific Plan: Development review process

- Current specific plan features a number of design guidelines that are scattered throughout the document. Staff must also reference excerpts within the zoning code, resulting in a complicated review process.
- Existing guidelines are largely outdated and feature design practices that are no longer relevant or appropriate to contemporary Milpitas: building articulation, detailing, and massing are particularly problematic as developers/applicants have exhibited difficulties submitting 'appropriate' designs based on the existing language.
- Prescribed land uses constitute a hurdle for applicants who are required to provide elements such as ground-floor retail (even where it may not be financially feasible): staff suggestion that prioritizing language that emphasizes building *form* over building *use* may be a more successful application of design standards.

Zoning Code: Existing design-related standards

- Existing regulations are largely subjective, resulting in confusion on the part of both designers/developers and planning staff: this typically manifests in a bespoke and iterative review process that may be incongruous to another staff member's interpretation.
- Modular buildings and construction practices are a developing concern, especially as they pertain to satisfying building code, and best practices related to building articulation, massing, and step backs.
- Conflicts arise regarding inter- and intra-departmental review: planning staff, building, public works and other external parties such as PG&E can disagree on building and site configuration (streetscape is especially difficult to regulate consistently and efficiently).

- Topics of conflict: private open space (including balconies); entryways (including patios); HVAC and utilities; mail and package delivery.

Best Practices & Suggestions

- Recognizing the need to develop design standards that can withstand aesthetic/design cycles, perhaps a degree of discretionary review can still be baked into the language (Ex. Developers satisfy all objective standards within certain topics, but some portion/percentage of the process involves negotiation and collaboration with staff).
- Flexibility regarding ground-floor uses: not limiting applicants to strictly ground-floor retail, but offering other options (ex. public-facing open space, street-facing community spaces for building tenants, public art).
- Flexibility regarding façade treatment and finishes: building facades facing major roads/arterials might be subjected to a different set of criteria than facades facing local streets.
- Introduction of standard typologies that allow consistent but context-specific regulations: streetscapes/ROW design, planting/landscape.

March 4, 2021. Development Review Committee

General Feedback

- Mailbox and delivery access is especially important: especially in multi-family developments (such as townhouse developments), mailboxes are often clustered in a single area that is difficult to access. Standards need to foster a safe environment for pedestrians and people in vehicles alike.
- Solid waste removal: standardization of waste removal facilities could be regulated based on building type (ex. townhouse, condo, apartment, mixed-use commercial)
- Vehicular circulation: designated space for alternative mobility options (rideshare, scooters) is needed, including associating standards related to signage, site access, and parking (temporary). Transit areas should also be considered and designed in a way that prevents local congestion.
- Parking + Loading/Unloading:
 - Residential: residential tenants lack adequate spaces for loading/unloading (ex. moving vans), particularly at the front of buildings (issues of double-parking)
 - Mixed-Use/Commercial: parking ratio for retail parking conflict with residential ratios; emergency vehicle access is especially confusing.

B. Community Feedback

Recognizing that design standards will impact the work of both city staff as well as individual applicants, four one-on-one meetings have been facilitated where developers and designers have been invited to share insights, with particular emphasis on past or ongoing projects located in Milpitas. Contact information was facilitated directly by City Staff, and meetings were conducted on a voluntary basis. Altogether, four meetings were conducted.

Experience in Milpitas

- Parcel sizes make non-structured parking difficult, especially when attempting to meet necessary density requirements. The issue is exacerbated by the costs and building-height limitations attributed to structured parking.
- Building heights and required density is sometimes inconsistent: building height maximums are often too low, especially regarding highest habitable floor.

- Satisfying fire/public safety standards has been cumbersome, especially when attempting to design stairwells, setbacks, utilities, egress requirements.
 - In some cases, public safety standards utilize a much larger building typology (hi-rise) to establish standards, which are not appropriate for lower-density buildings (3-5 stories).

General Feedback

- Significant opposition regarding a prescriptive approach to regulating building materials, especially as they pertain to façade treatments
- Finished-floor heights are problematic with regards to construction practices, privacy, marketability, and security. Regulations could necessitate multiple unit entrances, inconsistent finish heights along a single building façade, need for additional screening/planting criteria.
 - City of San Francisco's approach: for each additional foot above grade, applicants are allowed one additional foot of total building height, up to a specific maximum.
- Suggestion to regulate residential density based on unit count rather than FAR.
- Land prices demand good professionals in the Bay Area, too many design standards make development harder.
- Most common practice for developers is to use different architects for any given project. Consequently, any design standards ought to be less prescriptive and more flexible.
- Small block walkability standards should be specific.
- Strongest appeal of objective design standards is the expedited review process, and eliminating the potential for case-by-case deviations/exactions
- Utilize standard unit sizes/dimensions when development building standards, especially as they relate to desired façade breaks/articulation
- Look at the building code, build design standards back from that.
- Recommend regulating buildings based on typologies that can be reasonably expected to appear in Milpitas, ex. townhomes, condos, row-houses (thereby eliminating building typologies that would *not* be approved)
- Task Fee + Affordable Housing Fee + Building Fees = 45-50K per unit, eliminates certain densities
- Challenges were not around design guidelines, Fire Department in Milpitas were too onerous, same with Public Works. Projects require up to 5 rounds of comments, comments go beyond code and are sometimes in conflict with Building Department.
 - building must be within 20' of back of walk, but the mandatory fire lane requirements are inconsistent with them
 - stairwells must include fire service rooms(?) and must connect to the roof
 - Issues of hi-rise development standards being applied in-situ to smaller buildings, without considerations of practicality or applicability

Modular Construction

- Additional building height is needed as a practical result of modular construction: stacking individual modules/units can typically require an *additional* 8 to 12 inches of vertical clearance per floor, which may exceed local building height maximums.
- Upper-floor step backs are problematic and highly discouraged: although feasible from a construction perspective, they constitute significant hurdles both financially and practically. Allowing for ways to reduce floor area on upper floors without specific façade step backs are more feasible.

- Issues of variance approvals has deterred some developers from investing more heavily into modular design: although they might manage to satisfy zoning requirements, local building code regulations may not agree.
- Construction techniques discourages deviations in floor height: taller ground-floors for example are more difficult to negotiate, as the standard modular unit is 11' floor-to-floor
 - Stacked parking is typically incongruous with modular construction, unless modular units are placed atop a separately-constructed podium featuring taller floor-to-floor heights.
- Significant breaks/façade breaks are difficult to negotiate: a more feasible strategy would be to provide other design standards that can break up a façade without require a large break (ex. extruded or intruded balconies or windows) + prescribing a specific *number* of required breaks rather than a specific *building/facade length*.

V. Best Practices

Objective design standards have been implemented in a variety of ways, as each city takes an approach that works for their timeline and specific context. These standards commonly appear in specific and area plans, where sites are typically smaller in scale, and design considerations can be specifically tailored to the unique urban context and anticipated development. Additionally, objective design standards have been introduced into zoning codes where they can be regulated more holistically across an entire district or use type.

In order to analyze best practices when developing objective design standards, we reviewed a variety of example codes, area plans, and development standards to identify successful approaches to organization, structure, flexibility in design, and language. The analysis also helped establish precedents for specific topics and unique approaches to quantifying design criteria. This section includes a discussion of overall organization and structure (A), strategies for balancing flexible design with objective language and regulations (B), and a case study (C).

A complete list of the documents reviewed in our research can be found in **VII. Appendix.**

A. Organization & Structure

Given that objective design standards appear in a variety of contexts, their organization and structure are typically consistent with the document in which they are featured. As the state has not issued a universal format for regulating objective standards, standards can be organized in several approaches, including:

- **Topics:** where standards are organized into distinct and typically independent subjects and topics that may include building design, frontages and facades, landscaped areas, circulation, access, and streetscape.
- **Land Uses + Building Typologies:** where standards align with land uses such as housing, mixed-use, industrial, office, and open space. An alternative technique utilizes building typologies associated with common uses, such as residential (townhouses, mid-rise, mixed-use, high-rise) or parking (surface parking; sub-grade; podium).
- **Design Principles:** where standards adhere to several key, usually qualitative, principles or goals.

- **Areas:** where sites are portioned off into smaller units of planning, each containing a unique set of development and design standards that are context appropriate. This approach is synonymous with specific and master plans, planned development areas, and development agreements where the geographic area is scaled down, and contained within a specific geographic area or subset of parcels.
- **Form-based Codes:** where standards use individual building design and form as the primary means of regulating design, irrespective of land use or geographic area.

It is common for these approaches to be combined and re-organized, as each is not necessarily mutually exclusive. A **Mixed Approach** represents an alternative that combines components of several organizational approaches, and is oftentimes the most common approach to objective design standards. Topics are very often nested and duplicated under multiple land use categories, and design principles can be attached to any given topic and written as an associating design guideline to accompany an objective standard. Form-based codes are typically the exception, as their organization and underlying strategy for regulating design standards at the building level requires a comprehensive design for the area it is regulating.

Each approach has its merits, some of which are described in further detail here.

Topical Approach

Advantages

- Provides project applicants and reviewers a consistent structure, where all standards related to a single topic can be found in one section.
- Shares similar organization structure with zoning language, and can be integrated or appended without requiring significant changes to the code as a whole.
- Scales successfully with a geographic-based approach, should the code require a unique set of standards for a specific neighborhood, overlay zone, or PD area.

Disadvantages

- Standards that fall under multiple categories can be difficult to place, or result in redundancies. For example, landscaping can appropriately categorized under open space, ROW/streetscape design, setback design, transitions between buildings and land uses, and surface parking.
- Individual standards can be difficult to craft to ensure their flexibility and adaptability to unique circumstances. Consequently, this approach typically requires additional language that accommodates variance requests or exemptions.

Example: Peery Park Specific Plan

Peery Park Specific Plan features two chapters related to objective design standards: the Development Code which uniformly regulates building height, setbacks, and parking; and Design Guidelines which provide more specific details and standards in a similar organizational structure. The two sections work in tandem to provide applicants an organized and comprehensive inventory of requirements that they must satisfy.

3.0 INTRODUCTION	93
3.0.1 FAR & Zoning Incentives	93
3.1 BUILDING SCALE GUIDELINES - GENERAL	94
3.1.1 Vertical Massing and Articulation	94
3.1.2 Horizontal Massing and Articulation	98
3.2 ENTRANCES AND BUILDING ORIENTATION GUIDELINES - GENERAL	101
3.2.1 Private Frontage	101
3.2.2 Frontage Coverage	101
3.2.3 Private Frontage Types	102
3.3 FACADE AND ROOF GUIDELINES	104
3.3.1 Facades	104
3.3.2 Roofs	105
3.4 ACTIVITY CENTER AND RETAIL GUIDELINES	106
3.4.1 Frontage Type: Shopfront	106
3.4.2 Facades	107
3.5 OPEN SPACE & LANDSCAPE GUIDELINES	109
3.5.1 Public Open Space Types	109
3.5.2 Private Open Space Types	110
3.5.3 General Open Space & Landscaping Guidelines	112
3.6 PARKING GUIDELINES	115
3.6.1 Parking Types	115
3.6.2 Parking Lot Design	117
3.6.3 Parking Structure Design	117
3.7 SUSTAINABILITY GUIDELINES	118
3.7.1 Green Buildings	118
3.7.2 Green Site Treatments	119

Land Use + Building Typologies Approach

Advantages

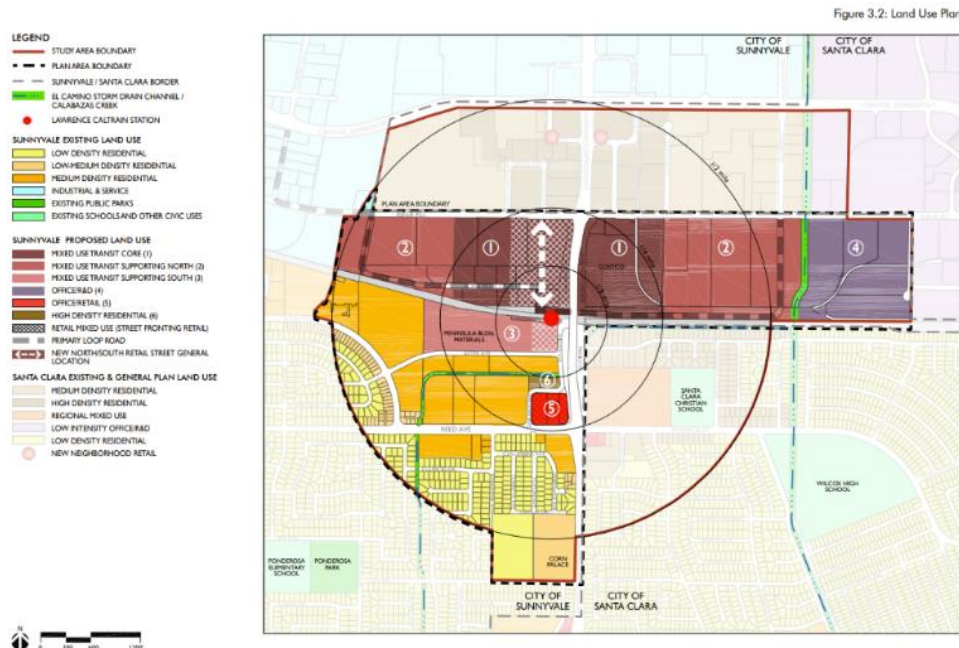
- Accommodates a piece-meal approach to making existing subjective language objective, as authors can afford to focus exclusively on a select number of land use types while leaving others unchanged. For example, objective standards can be limited exclusively to regulating multi-family and mixed-use developments, while other uses such as industrial or single-family residential need not be engaged.
- Shares similar organization structure with zoning language, and can be integrated or appended without requiring significant changes to the code as a whole.
- Gives project applicants and developers a clearly defined set of self-contained design standards that are based primarily on their location and underlying land use, eliminating the need to cross-examine other documents or standards.

Disadvantages

- Lacks opportunity to accommodate objective design criteria for unique conditions or circumstances, such as parcels abutting natural areas or a railroad corridor. Standards are forced to be written as universal requirements that must cover *all* building types within the land use designation.
- Can result in repetitive and redundant language, where design standards are repeated across several similar but distinct variations of the same land use or building type. Multi-family residential for example may have three classifications/designations based on density or location, and each may require a near-identical set of regulatory standards that might differ in subtle ways.

Example: Lawrence Station Area Plan, Sunnyvale

Oriented around a major transit hub, the *Lawrence Station Area Plan* for Sunnyvale features a number of land uses that the plan uses to organize its associating guidelines and standards. These land uses differ from the current underlying zoning, as the specific plan allows the city to regulate these parcels at a finer grain of detail. Three distinct mixed-used designations, two commercial, an overlay zone, and one residential use each feature an individual set of objective standards.



Design Principles Approach

Advantages

- Allows for a cohesive and goal-driven organizational structure, where individual standards are universally oriented around a consistent set of principles.
- Principles provide insight to applicants regarding the underlying purpose and intention of a given standard, while the associating objective standards give clear direction to guide design.
- Accommodates a semi-qualitative approach to design regulation that may be more accessible to a general audience who often have difficulty understanding the merits of individual, quantitative objective standards.

Disadvantages

- Requires that individual standards fit into higher-level categories or classifications that do not always scale or line up successfully.
- Requires significant thought and time to craft underlying design principles that fully encapsulate the broad range of topics that design standards entail.
- Diverges significantly from the tone of most existing zoning language, making new objective standards revisions difficult to integrate.

Example: Lawrence Station Area Plan, Santa Clara

Santa Clara's *Lawrence Station Area Plan* features many design principles oriented around key themes, such as architecture, streetscape, and public art. Each principle features a broad thesis that establishes a set of goals, and individual policies and design standards result from these goals.

5.2 ARCHITECTURAL DESIGN PRINCIPLES



Neighborhood Identity:
The LSAP should promote a strong neighborhood identity and establish the overall community image. The Plan should support mixed-use development that features ground floor commercial and upper floor residential uses.



Building Street Relationship:
Sidewalks should promote vitality and engage pedestrian interest. Orient development to spatially define and focus activity on the street. Establish a visual link with the streets.



Three Dimensional Quality:
Facades should enhance their visual surroundings. Articulate facades so as to introduce shadow lines and provide visual relief. Utilize a pleasing set of proportions and a clear pattern of building openings, and well-composed cornice lines.



Human Scale:
Buildings should contribute to a pleasing living environment. Encourage elements that offer a human dimension, such as frequent shop entrances, window displays, awnings, overhangs, and exterior light fixtures. Incorporate rich detail and high-quality materials, especially at eye-level.



Permanence:
Developments should make a long-term contribution to the community. Use details, materials, and colors in tune with the local environment and building traditions. Raise the level of design with materials that exhibit permanence and quality.



Outdoor Rooms:
Use building massing and architecture to facilitate social interaction and passive recreation through "outdoor rooms." Plazas and courtyards are integral to a vibrant life at Lawrence Station. Use buildings to help "contain" spaces that establish a comfortable transition between interior and exterior.



Accessibility:
Buildings should be oriented and designed to make entrances obvious and easily accessible to pedestrians and cyclists. Modulations in the building facade or other unique architectural characteristics help to create a legible and functional public realm.

Example: David Baker Architects' 9 Ways

Initially developed as an internal set of guiding principles, David Baker Architects have since repositioned their 9 Ways approach as a universal methodology for encouraging people-centric design. Coming from an architectural foundation, these principles are more specific to building and site design rather than area-wide goals and are intended to be applied comprehensively. Individual buildings should aspire to satisfy *all* 9 principles.

1. *Reweave the Urban Fabric:* Create, repair, and enhance connections within existing neighborhoods.
2. *Make Big Moves:* Design a bold and interesting building form.
3. *A Little Goes a Long Way:* Concentrate premium materials at points of shared enjoyment. Keep it simple everywhere else.
4. *Activate the Edges:* Energize the streetscape with a generous, mixed-use ground floor.
5. *Be Welcoming:* Set a positive Tone with a bright and engaging entryway.
6. *Cultivate Connection:* Place compatible uses together to add convenience and support social encounters.
7. *Enlighten Circulation:* Bring light and fresh air into hallways and stairs to connect with nature and encourage walking.
8. *Get Personal:* Reflect the character of the community and offer opportunities for expression.
9. *Art for All:* Use artwork to invigorate common spaces, help with wayfinding, and create a strong visual identity.

Area-based Approach

Advantages

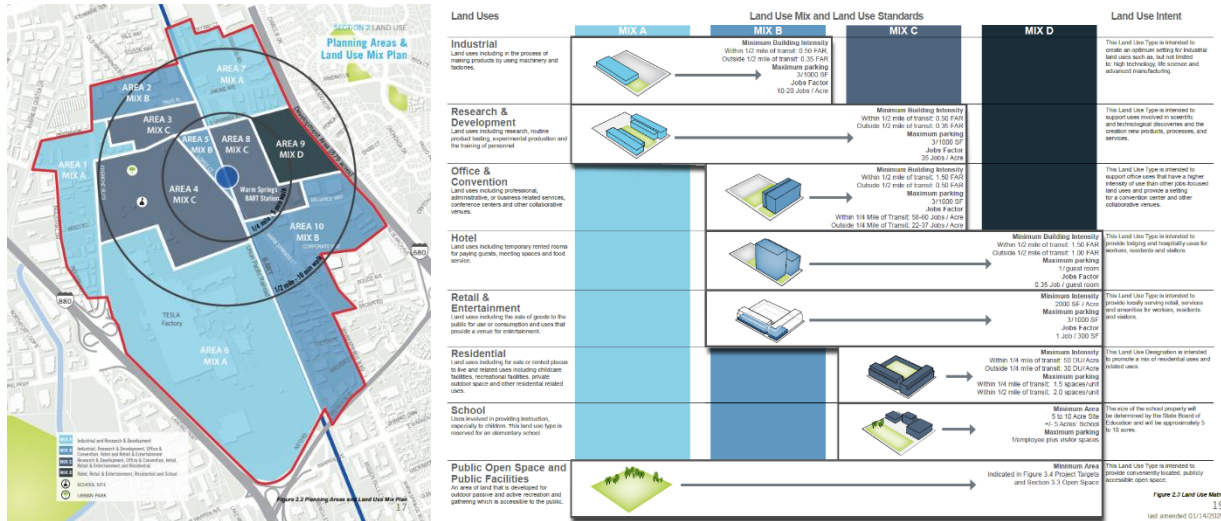
- Allows for context-based design standards applied at a smaller scale, as individual areas can be regulated independently rather than relying on uniform and universal design standards across a larger geographic area.
- Accommodates unique circumstances such as creeks, railways, abutting open spaces, or adjacent industrial use by approaching these conditions as individual areas.
- Accommodates a phased approach for development, particularly in a specific plan or master plan area.
- Compliments other organizational structures without significant revisions, where a topic- or land use-based structure can be developed for each individual area.

Disadvantages

- Potentially requires an entirely separate layer of land use organization and regulations, distinct from underlying zoning designations.
- Requires additional consideration and expertise to accommodate unique contextual circumstances regarding how areas align with one another and their abutting areas. For example, regulations and standards regarding setbacks and transitions between land uses for example require greater attention and effort given the complexity of relationships.
- Results in a non-uniform review of individual projects that may share similar underlying uses, but are regulated differently based on their assigned area.

Example: Warm Springs Community Plan

Oriented around the Warm Springs BART Station, the *Warm Springs Community Plan* divides the plan area into 10 different components. Each area features a different set of development standards that regulates building intensity, allowable uses, and bulk requirements. Although some design standards are applied uniformly, they are inherently regulated by the limits defined for each area: high-rise buildings for example are not acceptable in the areas abutting low-density housing, limiting any proposed buildings to a reduced number of objective standards.



Form-based Codes

Advantages

- Allows jurisdictions a high degree of control when designing the initial set of building standards, as the nature of form-based codes necessitates a substantial level architectural details and design considerations.
- Results in a built landscape that is mostly harmonious and consistent in scale, façade treatment, architectural style, and character.
- Results in a very succinct review process, where reviewers and applicants alike have every building detail prescribed, and design review can utilize a simple checklist.

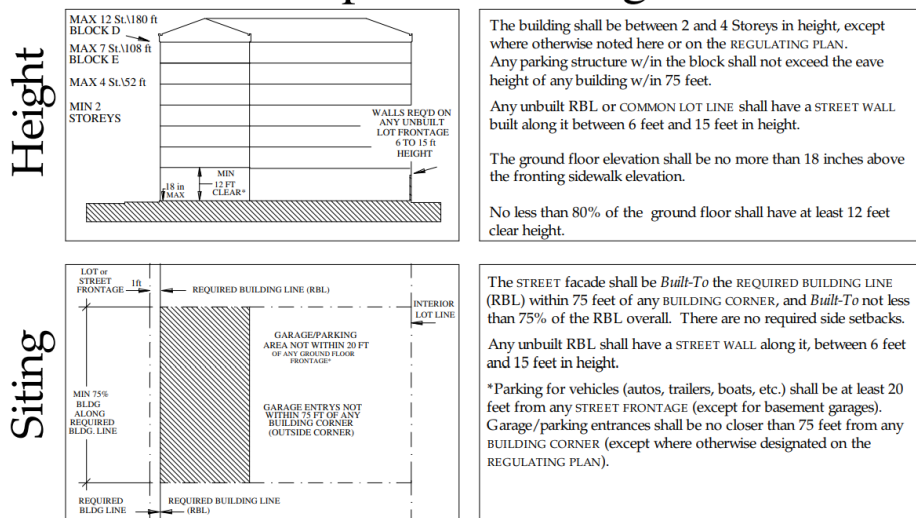
Disadvantages

- Lacks the features of conventional zoning practices such as district-wide setbacks, parking ratios, or FAR, typically resulting in complex standards.
- Requires more specialized knowledge of design and architectural practices for applicants to successfully navigate the standards.
- Requires intensive details that may not scale successfully to city-wide contexts that feature numerous land uses, building types, and geographic conditions.

Example: Pleasant Hill BART Station Property Code

The Pleasant Hill BART Station Property Code is designed to complement a corresponding master plan, and limits its content to strictly architectural standards and building envelope standards. The code identifies four building types, each based on a single land use (ex. commercial office, retail, townhouses). The code then prescribes exact height, bulk, and density standards, and prohibits any deviation from the prescribed requirements.

Workplace Building Sites



Mixed Approach

This method of organization aligns several previous strategies within a single document. It is most commonly applied to specific or master plans, but can certainly be incorporated into more traditional zoning formats. The advantages and disadvantages of a synthesized organizational structure are similar to those previously discussed, with the added flexibility that individual aspects can be adapted in a condensed or reduced format. For example, design principles can be introduced at the start of the document, but integrated into a topical approach where principles are referenced in individual categories of standards.

B. Flexibility in Design

A good set of objective design standards should strive to achieve a balance between flexibility and prescriptiveness. Knowing that applicants are likely to submit a broad range of proposals for both multi-family and mixed-use developments, standards must be written broadly enough to ensure a consistent review process, while also leaving room for individual aesthetic and architectural designs.

As with their overarching structure, objective standards can be organized using several broader strategies:

- **Uniform:** where a standard must be applied universally across the entire sphere of influence without deviation.
- **Menu of Options:** where the code features a selection of elements and standards that individual applicants must then select from.
- **Point-based:** where projects are required to attain a minimum score, based on an objective set of criteria that assign points to specific interventions and design strategies.

- **Typologies:** where topics are categorized into a set number of classifications such as building type or streetscape, and applicants have the agency to determine which classifications are most appropriate for their projects.
- **Location-specific:** where standards are attributed to specific geographic areas, and confined in their range of applicability.

As with organization and structure, most of these strategies are not mutually exclusive, and most are inherently intertwined. It is common for objective design standards to utilize a combination of strategies to facilitate flexibility, as some techniques are more suited to regulating specific topics.

Uniform Approach

Advantages

- Offers a clear and consistent review process for both applicants and reviewers, as standards do not feature variations or deviations for the original language.
- Lends itself to a table-based approach to objective standards that is clear and accessible to readers.

Disadvantages

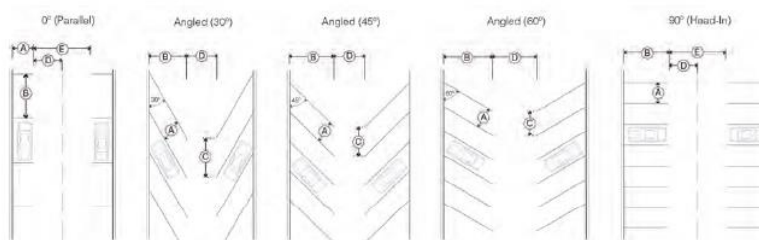
- Lacks flexibility in its prescriptiveness, which may result in reduced individual creativity or architectural expression.
- Requires a one-size fits all standard that applies successfully in every scenario, despite unique cases such as irregularly shaped parcels or public easements.
- Necessitates variance or exemption requests to accommodate unique circumstances, inviting the risk of a subjective review process.

Example: City of Buffalo

While there are a number of context-specific standards that allow greater flexibility, certain topics within the City of Buffalo's *Green Code Unified Development Ordinance* features a single, uniform standard for topics such as aisle widths. Dependent on the angle of individual parking spaces, the aisle width is required to satisfy a minimum width that does not deviate regardless of the associating building use: aisle widths in surface lots for multi-family develops share the exact same standards as a commercial building, an institutional building, or a mixed-use building.

TABLE 8B: PARKING STALL AND DRIVE AISLE DIMENSIONS

STALL ANGLE	STALL WIDTH (MIN) (A)	STALL DEPTH (MIN) (B)	SKEW WIDTH (MIN) (C)	DRIVE AISLE WIDTH, 1-WAY (MIN) (D)	DRIVE AISLE WIDTH, 2 WAY (MIN) (E)	VERTICAL CLEARANCE (MIN)
0 degrees (parallel)	8'	18'	8'	11'	22'	7' 6"
30 degrees	8' 6"	15'	16' 6"	11'	—	7' 6"
45 degrees	8' 6"	17' 9"	11' 8"	11' 10"	—	7' 6"
60 degrees	8' 6"	19'	9' 6"	13' 6"	—	7' 6"
90 degrees (head-in)	8' 6"	18'	8' 6"	—	23'	7' 6"



Menu of Options

Advantages

- Offers a degree of flexibility in design and application, as individual projects can apply unique combinations of the available options to their designs.
- Accommodates a broader range of choices and design considerations within the 'menu.'
- Scales successfully across different topics, as 'menus' can be developed for many standards including landscaping, façade design, and entryways.

Disadvantages

- Requires compatibility across *all* available options and potential combinations, as applicants will select the combination that best fits their project.
- Invites potentially contentious and subjective review when determining an 'appropriate' number of minimum options that applicants must satisfy.
- Potentially results in combinations that are incompatible in execution or aesthetics, resulting in inconsistent building design and project approvals.

Example: Beaverton Downtown Design Guidelines

Active ground-floors can be achieved through a variety of entry types. The City of Beaverton identifies five different residential entry types: patios, stoops, terraces, frontage courts, and at-grade entries. Each features distinct design criteria and requirements, but all serve to create a degree of separation and privacy between the doorways and the sidewalk. Project applicants are given the flexibility to choose which configurations work best for their respective development.



Point-based System

Advantages

- Features an objective and entirely non-subjective methodology for applicants and reviewers alike: if the minimum score is attained, the project can and must be approved.
- Offers a degree of flexibility in design and application, as individual projects can apply unique combinations of the available options to their designs in order to satisfy the minimum score.
- Helps to quantify and make objective topics that are difficult to characterize, such as street connectivity and site access.
- Scales effectively across diverse locations or underlying land uses, as minimum scores and methods for calculation can vary

Disadvantages

- Requires a complex process to develop formulas and methods that result in an objective and consistent score.
- Potentially results in confusing standards that are difficult for applicants to understand, or reviewers to interpret.
- Potentially results in incompatible design that nonetheless satisfies the minimum score.

Example: City of Henderson

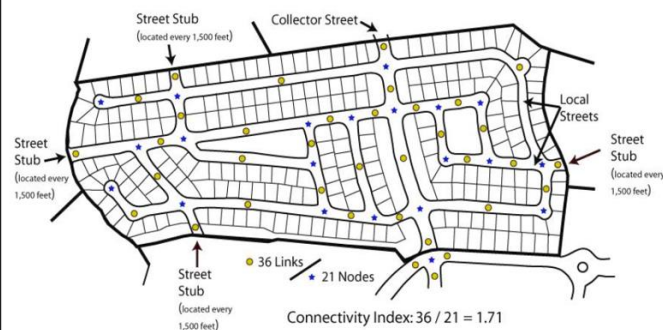
In an effort to facilitate more prolific street connections on new developments, the City of Henderson uses a “connectivity index” that requires multiple connection points between the project and the city’s existing street grid. Individual projects are tasked with submitting a circulation plan that satisfies a minimum score, based either on zoning district or building type (ex. multifamily residential, mixed-use commercial)

TABLE 19.7.3-1: MINIMUM CONNECTIVITY INDEX SCORE

BASE ZONING DISTRICT	MINIMUM INDEX SCORE
RS-1, RS-2, DH, RMH, PS	1.4
RS-4, RS-6, RS-8, RM-10, RM-16 (single-family attached only)	1.4
MC, MR, MN, PC	1.65

Figure 19.7.3-A: Connectivity Index

This figure provides an example of how to calculate the connectivity index. In the diagram, there are 36 links (circles) and 21 nodes (stars); therefore, the connectivity index is 1.71 ($36/21 = 1.71$). In addition, each side of the development includes at least one street stub or connection to the greater street system every 1,500 feet.



Example: Pier 70 SUD Design For Development

The *Pier 70 SUD Design for Development* utilizes a credit system to regulate building design. A few different categories are identified, including façade and roof modulation, and overall building massing (setbacks, building breaks, courtyards). Applicants are free to design buildings using the established parameters, and must earn a minimum number of credits associated with each standard in order to attain approval.

TABLE B.5.2: 2175 Market Street – Qualifying Modulation Strategies

QUALIFYING STRATEGY: MODULATION	% MIN. AREA	MAX. CREDITS	% ACHIEVED	CREDITS ACHIEVED	NOTES
Multiple Façade Systems	20% / 20%	2	29% / 59%	1	Façade system 1 – Bays/Glazing Façade system 2 – Wood/Glazing
Volumetric Façade Articulation	33%	Unlimited	54%	1	Recessed and Projected Area over 9" (including Bay windows)
Roofline Modulation	20% (LF): 3' H.	1	21% (LF): 5'6" H.	1 (2)	Angled roof at the corner (44'-8"L. by 5'-6" H.)
TOTAL MODULATION STRATEGIES				3 (4)	

Note: Numbers in parentheses indicate total number of credits achieved after double counting modulation strategies beyond the prerequisite amounts.

Multiple Façade Systems



Façade System 1	8,921 SF/ 59%
Façade System 2	4,302 SF/ 29% (> 20%)
Façade System 3	2,276 SF/ 15% (< 20%)

Note: Includes area recessed or projected up to the limit of measure (10' depth)

Volumetric Façade Articulation



Projected Area (Bay Windows & sides)	2,767 SF/ 18%
Recessed Area	5,406 SF/ 36%

Total Volumetric Façade Articulation 8,173 SF/ 54%

Note: Includes area recessed or projected up to limit of measure (10' depth)

Typologies

Advantages

- Allows individual applications flexibility to select the appropriate typology relative to their intent and design parameters.
- Allows zoning designations to have unique standards aligned with specific building, street, or open space typologies.
- Lends itself to a table-based approach to objective standards that is clear and accessible to both readers and reviewers.

Disadvantages

- Requires that typologies be intentionally written in general or generic terms to allow scaling across diverse contexts, resulting in less comprehensive standards.

Example: Vallco Specific Plan

The specific plan identifies several open space typologies as an alternative to the generic 'landscaping' or 'planting' that is typically found in the existing code. These open space types vary in size, dimensions, and required amenities (ex. benches, play structures). Applicants have the opportunity to select the appropriate typology as it relates to their particular project, and must satisfy that specific set of requirements.

Table 6.2.202.B: Open Space Requirements (Continued)			
Open Space Type	Min. Width (feet)	Min. Size	Other Requirements
Open Space Types to count towards Parkland Requirement (whether publicly or privately accessible)			
Greenway	55 feet	1.0 acre	See 6.2.202.A.1
Neighborhood Park	90 feet	0.25 acre	See 6.2.202.A.2
Plaza/Square: Town Square (Retail and Entertainment/Mixed Use District)	200 feet	1.75 acres	See 6.2.202.A.3
Plaza/Square: East Plaza (Office/Mixed Use District)	125 feet	0.75	See 6.2.202.A.3
Pedestrian Bridge	If landscaped open space is provided on the bridge, shall be consistent with open space types listed above		See 6.2.202.A.4
Pocket Plaza/Park	50 feet	2,500 sq. ft.	See 6.2.202.A.5
Private Open Space			
Common Open Space for Residential Units	60 feet	60 sq. ft.	Privately accessible. May be provided in the form of podium central courtyards, pool areas, decks, etc.

Example: Marin County Objective Design and Development Standards Toolkit

The county of Marin uses a typological approach to several of their design standards, including materials, window design, and building types. The code begins with two building types: house-scale, and block-scale. From there, eight residential typologies are featured under the house-scale, and four residential/mixed-use typologies under the block-scale. Each typology is intended for a different level of density and features its own set of design standards. These building types are further delineated into specific zoning districts where they may be applied.

Building Types: Block-Scale		Zones	
	Multiplex x.06.120. A medium-to-large-sized, detached, House-Scale Building that consists of 6 to 18 side-by-side and/or stacked units, typically with one shared entry. The type is scaled to fit within moderate-intensity neighborhoods. Synonym: Mansion Apartment	T3EN	T3SN
		T4SN.S	T4CN.M
		T4SM.S	T4CMS
		T5CN	T5CMS
	Core Townhouse x.06.130. A large-sized, typically attached, Block-Scale Building (5-8 units) with a rear setback. Each Core Townhouse consists of 1 unit. As allowed by the zone, the type may also be detached with minimal separations between buildings. The type is typically located within high-intensity neighborhoods or on, or near, a neighborhood main street. Synonym: Rowhouse	T3EN	T3SN
		T4SN.S	T4CN.M
		T4SM.S	T4CMS
		T5CN	T5CMS
	Core Courtyard x.06.140. A detached or attached, Block-Scale Building that consists of up to 50 attached and/or stacked units, accessed from one or more shared courtyards. The shared court is common open space. The type is typically integrated into moderate-to-high-intensity neighborhoods and on main streets with a non-residential ground floor along the adjacent street. Synonym: Courtyard Apartment	T3EN	T3SN
		T4SN.S	T4CN.M
		T4SM.S	T4CMS
		T5CN	T5CMS
	Main Street Building x.06.150. A small-to-large-sized, Block-Scale Building, typically attached, but may be detached. The type is intended to provide a vertical mix of uses with ground-floor retail, office, or service uses and upper-floor service or residential uses. The type makes up the primary component of neighborhood and downtown main streets, therefore being a key component to providing walkability.	T3EN	T3SN
		T4SN.S	T4CN.M
		T4SM.S	T4CMS
		T5CN	T5CMS

Location-Based

Advantages

- Accommodates existing designations including zoning, area plans, or other formal spheres of influence as a unique 'location.'
- Lends itself to a table-based approach to objective standards that is clear and accessible to both readers and reviewers.
- Scales well to standards related to streetscape and landscaping, as elements like street lighting, fire hydrants, and street trees may not always scale uniformly across an entire city.

Disadvantages

- Limits project applicants to a pre-determined set of standards that may lack flexibility, and may cause conflict in instances where exceptions are desired (ex. street trees are desired by the city to improve the public realm along a street lacking vegetation, but applicants are not required to provide street trees according to the standards).
- Requires an organizational structure oriented around zones, typologies, streets, or other locations types, which may be complicated to develop.

Example: City of Beaufort

Recognizing that multi-family and mixed-used developments require different demands from an infrastructure and streetscape perspective than compared to lower-density development, one potential option to implement objective design standards is to introduce a grid of mandatory streetscape elements that are attributed to specific zoning districts. These elements may include utility infrastructure, street lighting, fire hydrants, and telecom infrastructure. Individual elements can be further detailed in a separate set of standards.

7.1.3 TABLE OF REQUIRED IMPROVEMENTS

		ZONING DISTRICT										
REQUIRED IMPROVEMENTS ¹	SECTION REFERENCE	T1	T3-S	T3-N	T4-HN	T4-N	T5-DC	T5-UC	RMX	IC	LI	MHP
Public Water and Hydrants	7.1.3.B		■	■	■	■	■	■	■	■	■	■
Public Sewer	7.1.3.B		■	■	■	■	■	■	■	■	■	■
Paved Streets ¹	7.2.4		■	■	■	■	■	■	■	■		
Streetscape ²	Appendix C		■	■	□	■	■	■	■	■	■	■
Underground Drainage	7.1.3.A		■	■	■	■	■	■	■	■	■	
Curb and Gutter	Appendix C		□	□	□	■	■	■	■	■	■	
Sidewalks	7.2.4.C		□	□	□	■	■	■	■	■	■	
Street Trees	7.2.5			■	■	■	■	■	■	■		
Street Lights	n/a		□	□	□	■	■	■	■	■	■	■
Street Signs (private streets)	n/a	■	■	■	■	■	■	■	■	■	■	■
Underground Wiring On-Site	7.1.3.C	■	■	■	■	■	■	■	■	■	■	■
Community Green Space and Open Space Space	7.4	□	■	■	□	□				■		□
■ required improvements by district		□ may be required at the discretion of the administrator based on existing conditions, surrounding context, and street section (Appendix C)										
¹ Rear lanes/alleys may be permitted to be paved with pervious material, such as gravel, depending on the location.												
² Complete street requirements shall be coordinated with the specific street section found in the regulating plan in Appendix C.												
³ For Infill and Redevelopment, as defined in Section 8.3.2, these items [referring to the table of required provisions] are required to the extent feasible based on existing conditions including roads, utilities and adjacent buildings.												

Example: San Pablo Avenue Specific Plan

The *San Pablo Avenue Specific Plan* is a form-based code that regulates design along a primary vehicular corridor. The Plan identifies several street types located perpendicular or in near proximity to the central corridor, and uses these types as the foundation of their development standards. Building massing, setbacks, sidewalk requirements, and frontages are all contingent upon what street type a parcel abuts.

Frontage Type	Street Type							PPC
	SPC	SPM	MC	GWY	NS	OG	MBC	
Shop Front	•	•	•	•	•***	•	•	•
Flexible	•	•	•	•	•***	•	•	•
Arcade/Gallery*	•	•						
Forecourt**	•	•	•	•	•	•		•
Front Yard				•	•	•	•	•

STREET TYPE GLOSSARY:

SPC: San Pablo Avenue Commercial
 SPM: San Pablo Avenue Community
 MC: Major Commercial
 GWY: Gateway
 NS: Neighborhood
 OG: Ohlone Greenway
 MBC: Midblock Connection
 PPC: Potential Plaza Connection

* Note: Arcades are allowed only on the south and west facades of buildings to minimize sun glare.

** Note: Forecourts should be situated to maximize solar access.

***Note: Shop Fronts and Flex spaces are only allowed on Neighborhood Streets with planned commercial uses.

VI. Appendix

A. General Plan 2040: Goals & Policies

LU-2: Promote land use objectives and development patterns in **special planning areas** consistent with adopted specific plans, overlay districts, and density bonus provisions.

LU-5: Ensure that new development is compatible with existing development in order to maintain a high quality of life for residents, while supporting successful business operations.

- **LU 5-1** Require new development and redevelopment to be **compatible, complementary** and, where appropriate, **well integrated with existing residential areas**. Integrate new largescale development projects into the fabric of the existing community rather than allowing projects to be insular and self contained, walled off, or physically divided from surrounding uses. **Improve connectivity** between neighborhoods and services with new development. Tie circulation systems and open spaces into existing streets and open spaces. Reduce unnecessary barriers and improve connections between neighborhoods and services by retrofitting existing development over time as area improvements or redevelopment occurs.
- **LU 5-2 Prohibit incompatible uses and inappropriate development** in and near residential neighborhoods. As feasible, promote **gradual transitions** from high density development to surrounding low density neighborhoods in both building forms and land use.
- **LU 5-3** Ensure new development is consistent with **specific height limits** established within the City's Zoning Ordinance as applied through the zoning district for all properties within the City.
- **LU 5-5** Require that new residential development be designed to **protect residents from potential conflicts with adjacent land uses**, and other features including **rail corridors, high-voltage power lines and high-volume roadways**.

LU-6: Support commercial centers that serve residential neighborhoods and provide for a variety of convenient, successful and attractive commercial uses throughout the city.

- **LU 6-2** As commercial centers are proposed for redevelopment, create a **vibrant public realm** through **placemaking techniques** like public gathering places, features and focal elements including outdoor cafes and other outdoor uses and amenities.
- **LU 6-3** Minimize the visual impact of **large parking lots** by locating them away from public streets, and reclaim unneeded and underutilized paved areas that could be converted to neighborhood-enhancing features such as, gathering areas, pocket parks, or other community focused amenities.
- **LU 6-6** Encourage redevelopment and intensification of mixed-use areas by allowing **stand-alone vertical mixed-use**, or **integrated horizontal mixed-use projects** in mixed use areas, consistent with the Land Use Map and policies and actions included in this element.

CIR-1: Provide a transportation system that efficiently, Equitably and effectively supports the City's land use vision, minimizes vehicle miles traveled (VMT), enhances connectivity of the existing network, and supports the use of all modes of transportation

- **Cir 1-3:** Promote **interconnectivity of the transportation network** in existing and new developments and actively measure the quality of conditions in neighborhoods to better understand what barriers exist in order to support use of and access to the network.
- **CIR 1-5:** Encourage **reduced block size** in new developments to develop a grid or modified grid network to enhance walkability.
- **CIR 1-8:** Prioritize **multi-modal infrastructure** improvements that improve pedestrian, bicyclist and transit user safety and equity for inclusion in the CIP.

CIR-2: Provide safe, healthy, comfortable, equitable and efficient transportation choices for all modes of transportation that enable people of all races, cultures, ethnicities, religions, sexual orientation, genders, income levels, ages and abilities, especially people of color and those disproportionately affected by access to a personal vehicle, systemic transportation inequities, racism, oppression, and poverty to increase safe physical activity, reduce usage of personal vehicles, access goods and services, employment opportunities, and for personal travel; to provide for efficient goods movement.

CIR-4: Promote, provide, and maintain an expanded, safe, convenient and comprehensive network of facilities for pedestrians and bicyclists of all ages and abilities to support walking and bicycling as viable modes of transportation, for recreational use, and to promote public health

CIR-6: Support and expand the City's efforts to promote economic, environmental and social sustainability through initiatives to reduce greenhouse gas emissions and other air pollutants, reduce runoff, promote public health, equity and engage the community in an inclusive planning process.

CD-1: Strengthen Milpitas' identity and sense of place by reinforcing the community's distinctive, high-quality community form, natural landscape, and character

- **CD 1-1:** Require development projects to: A. Preserve positive characteristics and unique features of the site; and B. Incorporate a **context-sensitive design approach** that considers the scale and existing and desired character of adjacent uses and the surrounding neighborhood or district.
- **CD 1-2:** Encourage **infill development** projects to accommodate contemporary uses and design and planning approaches and requirements in manner that minimizes conflicts with the surrounding existing development.
- **CD 1-3:** Emphasize, enhance, and expand the compact, cohesive, and **walkable** portions of the city.
- **CD 1-4:** Recognize, enhance, celebrate and preserve, where possible, **natural features** and **ecosystems**, and protect **cultural and historic resources**.
- **CD 1-5:** Maintain and enhance pedestrian and bicycle **access** and **views** to and from all local creek corridors
- **CD 1-6:** Emphasize **landscaping** as a fundamental design component, retaining mature landscaping when appropriate, to reinforce a sense of the natural environment and to maintain an established appearance.
- **CD 1-8:** Support **art installations** in public and private development projects that support and enhance Milpitas' image.
- **CD 1-10:** Minimize the **visual impacts of public and private communication, service, and utility facilities** by requiring the provider to incorporate sensitive site design techniques, including, but not limited to the placement of facilities in less conspicuous locations, the **undergrounding** of facilities wherever possible, and the **screening** of facilities.

CD-2: Ensure project designs reinforce a sense of place, display design excellence, and are cohesive and sensitive to the surrounding build environment and natural landscape

- **CD 2-1:** Use the **project review process** to encourage creative, high quality, innovative, and distinctive architectural and site designs that help create unique, vibrant places.
- **CD 2-2** Continue to develop and implement **design standards and guidelines** for residential, non-residential, and infrastructure development, both in the private and public realms, consistent with state law, to provide design and site planning approaches, landscaping, site grading and similar architectural and site planning criteria that will add design excellence, visual quality and interest to the community.

- **CD 2-3** Recognize that finite land area exists for development and that density supports retail vitality and transit ridership. Use land use regulations to require **compact, low-impact development** that efficiently uses land planned for growth, especially for residential development which tends to have a long life-span.
- **CD 2-4** Locate **site entries, parking areas, storage bays, and service areas** of buildings to **minimize conflicts** with adjacent properties, especially residential neighborhoods. Also, parking, storage, and service areas should be sited to **minimize their appearance** from public right-of-ways.
- **CD 2-5** Minimize the footprint of **parking areas**, encourage shared and alternative parking arrangements, and allow **parking reductions** when warranted by parking demand and/or updated parking data that demonstrate less required parking.
- **CD 2-6** Promote crime prevention through **site and building designs that facilitate surveillance of communities** by putting “eyes on the street.” And take care to avoid poor design that emphasizes security over essential design features. Design sites and buildings to promote **visual and physical access to parks and open space areas**. Support safe, accessible, and well-used public open spaces by **orienting active use areas and building facades towards them**.
- **CD 2-7** Include design elements during the development review process that address **security, aesthetics and safety**. Safety issues include, but are not limited to, minimum clearances around buildings, fire protection measures such as peak load water requirements, construction techniques, and minimum standards for vehicular, bicycle, and pedestrian facilities and other standards set forth in local, state, and federal regulations.
- **CD 2-8** Minimize the visual impact of **wireless telecommunication facilities** by designing them as an integral architectural feature to a site or structure.

CD-3: Maintain and enhance the character and distinct identities of Milpitas’ residential neighborhoods and commercial, mixed-use, and employment districts.

- **CD 3-1** Strengthen the positive qualities of the City’s neighborhoods, districts, and centers.
- **CD 3-2** Support the development and preservation of unique neighborhoods, districts, and centers that exhibit a special sense of place and quality of design.
- **CD 3-3** Ensure that new development and redevelopment reinforces desirable elements of its neighborhood, district, or center, including **architectural style, scale, and setback patterns**.
- **CD 3-4** Strengthen the identity of individual neighborhoods, districts, and centers through the use of entry **monuments, flags, street signs, themed streets, natural features, landscaping, and lighting**.
- **CD 3-5** Ensure that new residential development and substantial additions are designed to maintain and support the existing character and development pattern of the surrounding neighborhood, especially in **historic neighborhoods** and neighborhoods with consistent design characteristics.
- **CD 3-6** Encourage the rehabilitation of older residential neighborhoods, districts, and centers to prevent blight and maintain the city’s character.
- **CD 3-7** Create, regulate, and enforce **attractive front yards** in residential neighborhoods that are open to the street.
- **CD 3-8** Ensure that new residential developments in and adjacent to the city’s districts are designed to **blend with existing building forms**. Considerations for residential developments should include the following:
 - A. Ensure that development projects with more than 2 units consist of detached units with one and two-story building elements, when located in a predominantly single-family residential neighborhood.
 - B. Ensure residential unit entries face the public street.

- C. Ensure that new development is designed to blend in with the existing building patterns of the neighborhood. For example, if the majority of the garages on the street are at the rear of the site, the new building should be designed to accommodate a rear garage.
 - D. Ensure that properties designated for non-residential uses within residential areas retain the residential character and scale of development characteristic of the surrounding residential neighborhood. The development is to provide sufficient, safe pedestrian and bicycle access into and throughout the site, on-site parking, human-scaled lighting and landscape screening to minimize the commercial appearance of the use.
- **CD 3-9** For commercial, multi-family, mixed-use, and employment generating projects, encourage site designs and development patterns **that connect adjoining sites and function as a single center.**
- **CD 3-10** Design multi-family residential, mixed use, commercial, and employment-generating development in neighborhoods, districts, and centers to:
 - A. Include open space and/or recreational amenities to provide visual relief from development, form pedestrian and bicyclist linkages to adjacent uses and other portions of the neighborhood, district, or center, and serve as buffers between uses, where necessary;
 - B. Locate building access points along sidewalks, pedestrian areas, and bicycle routes, and include amenities that **encourage pedestrian activity**;
 - C. Create a human-scale ground-floor environment that includes public open areas that separate pedestrian space from auto traffic, or where these intersect, give special regard to pedestrian safety; and
 - D. Provide comfortable pedestrian amenities, such as quality seating areas, lighting, and wide, shaded paths, along with specialized and engaging design features, such as interesting fountains or public art to draw and maintain people's attention.
- **CD 3-11** Size and configure mixed-use development to accommodate viable commercial spaces with appropriate **floor-to-floor heights, tenant space configurations, window glazing**, and other infrastructure for restaurants and retail uses to ensure appropriate flexibility for accommodating a variety of commercial tenants over time. Retail commercial buildings should have **primary entrances at the street at sidewalk grade**, particularly in pedestrian-oriented areas.
- **CD 3-12** Where a vertical mix of uses occurs, retail, restaurants, and other active uses should be located on the ground floor, with residential and/or office uses above. Also, encourage **complementary architectural detailing** that differentiates each use.
- **CD 3-13** Encourage the transition of outdated, auto-oriented suburban commercial centers into vibrant, pedestrian-oriented, commercial and mixed-use neighborhood centers

CD-4: Enhance the existing character and strengthen the identity and unique qualities of Milpitas' districts.

- **CD 4-1** Provide special attention to development within or adjacent to Specific Plan areas or special districts.
- **CD 4-2** Incorporate identifiable and consistent design themes through **architecture, landscaping, public realm improvements, historic references** and **signage** within special districts.
- **CD 4-3** Support and seek surrounding land uses and development that correspond to or enrich special districts and Specific Plan areas.
- **CD 4-4** Strengthen the **aesthetic, environmental and functional links** between the city's Specific Plan areas and other surrounding neighborhoods and districts

CD-5: Provide appropriate transitions between land uses to avoid conflicts and perpetuate the community's harmonious character

- **CD 5-1** Design new development to reflect the character of the predominant existing development of the same type in the surrounding area through the **regulation of lot size, street frontage, height, building scale, siting/setbacks, and building orientation.**
- **CD 5-2** Encourage new development to connect with the surrounding community and, where possible, **extend the existing street grid** to integrate with adjacent neighborhoods.
- **CD 5-3** For new development in transition areas, use a combination of **building setbacks, building step-backs, daylight planes, materials, glazing, building orientation, landscaping,** and other design techniques to provide a **consistent streetscape** that buffers lower-intensity areas from higher intensity areas and reduces potential **shade, shadow, massing, viewshed, safety** or other land use compatibility concerns.
- **CD 5-4** Encourage **context-sensitive transitions** in architectural scale and character between new and existing residential development.
- **CD 5-5** For infill development, incorporate **context sensitive design** elements that maintain compatibility and raise the quality of the area's architectural character.
- **CD 5-6** Encourage the mixing of land uses, where appropriate, but provide **physical separation, adequate pedestrian and bicycle infrastructure** and/or **buffers** between incompatible land uses.
- **CD 5-7** Encourage the use of **creative landscape design** to create visual interest and reduce conflicts between different land uses.
- **CD 5-8** Require setbacks and other design elements to **buffer residential units** to the extent possible from the impacts of abutting roadway, commercial, and industrial uses.
- **CD 5-9** Avoid the blocking of public views and access by **solid walls.** Where solid walls are necessary, require that they be articulated through the use of color, material, and/or surface depth changes and/or screened by landscaping to avoid appearing blank.
- **CD 5-10** Use **natural features** as buffers between incompatible land uses.

CD-6: Enhance the corridors, pathways, and edges that form physical boundaries and provide transitions and connections throughout the community.

- **CD 6-1** Support a **complete streets** approach to designing new streets and **retrofitting existing streets** by encouraging streets to provide stimulating settings; improve safe walkability, bicycling, and transit integration; strengthen connectivity; and enhance community identity through improvements to the public right-of-way such as sidewalks, street trees, parkways, curbs, human-scaled street lighting, and street furniture.
- **CD 6-2** Design private streets to appear and function like public streets. Include **street trees** and **sidewalks** and **connect sidewalks** to those located within the adjacent public rights-of-way.
- **CD 6-3** Consider the **street type** of all adjacent streets in the development review process to ensure that the design of the site, buildings, and public way respond to the multi-modal priorities for the area.
- **CD 6-4** Consider the relationship between **street design,** use of the public right-of-way, and the form and uses of adjoining development.
- **CD 6-5** Promote **consistent development patterns along streets,** particularly by how buildings relate to the street, to promote a sense of visual order, and provide attractive streetscapes.
- **CD 6-6** Require major arterial streets to feature a **consistent landscape theme** that includes primary street trees, groundcover, sidewalks, bike lanes, bus shelters where required, and lighting.
- **CD 6-7** Require the planting of **street trees** throughout the city to define and enhance walkability and the character of the street and adjacent development.

- **CD 6-8** Apply **special paving** at major intersections and crosswalks along enhanced corridors to create a visual focal point, improve the pedestrian setting, and slow traffic speeds.
- **CD 6-9** Allow **recreation uses** adjacent to the highways, where practical, that are attractive, provide a high level of day and evening activity, and are well connected to the community.
- **CD 6-11** Require the **pedestrian and bicycle system** within a neighborhood, district, center, or project to provide efficient access to neighborhood and/or district centers and other key locations, and to connect with other pedestrian and bikeways in adjacent neighborhoods, and ultimately, to the Citywide pedestrian and bikeway trail system.
- **CD 6-13** Increase **neighborhood connectivity** in new development by requiring access for pedestrians, bicyclists, and vehicles across natural barriers (e.g., creeks) and man-made barriers (e.g., cul-de-sacs, freeways, and railroad tracks).
- **CD 6-14 Discourage gated subdivisions** because they isolate parts of the community from others, create an unfriendly appearance, and do not support social equity or connectivity.
- **CD 6-15** Accomplish **sound attenuation** for development along City streets through the use of building placement and design rather than sound attenuation walls. When sound attenuation walls are located adjacent to expressways or freeways, or railroad lines, landscaping, public art, and/or an aesthetically pleasing and visually interesting design should be used to minimize visual impacts.
- **CD 6-16 Discourage the uses of gates and fences** at the frontage of commercial properties, unless required for legitimate safety or security reasons.

CD-9: Enhance the quality and character of Milpitas' Public Spaces to provide safe, comfortable, and enjoyable passive and active recreation opportunities for all users.

- **CD 9-1** Promote vibrant, **publicly accessible spaces** that encourage gathering and other active uses. Provide **adequate shading** through shade structures or trees and incorporate formal and informal seating to encourage both short-term and long-term use of public spaces. Place a **variety of uses** adjacent to public spaces at sufficient concentrations to encourage the use of the spaces throughout the day and night.
- **CD 9-3** Encourage the incorporation of **publicly accessible spaces**, such as plazas and pocket parks, into new and existing commercial, multi-family, and mixed-use developments to encourage social interaction. The spaces should be appropriately scaled and programmed and compliment the characteristics of the district and/or neighborhood and the surrounding development.
- **CD 9-4** Incorporate **outdoor plazas or other common areas** that provide space for special landscaping, public art, food service, outdoor retail sales, or seating areas for patrons in retail settings appropriate to such pedestrian activity. The plaza or other common area should be appropriately scaled to the retail use and shall be directly connected to the primary walkway.
- **CD 9-5** Configure buildings to provide "outdoor rooms," including, but not limited to **courtyards, paseos, and promenades**.
- **CD 9-6** When development is proposed **adjacent to existing or planned parks or along park chains**, include frontage roads along the public park in that development in order to maximize access to park lands, to provide separation between urban land uses and park lands without the use of "back-up" design, and to maximize public exposure and view of park lands for scenic and security purposes. Also, encourage development to provide common open space contiguous to such areas.
- **CD 9-7** Where practical, and in compliance with **ADA standards**, separate common areas that provide seating from the primary walkways by informal barriers, such as planters, bollards, fountains, low fences, and/or changes in elevation.
- **CD 9-8** Ensure that projects **adjacent to local creeks** participate in developing those portions of the creek that are not designated for conservation as a landscaped parkway and extend the landscape theme into creekside developments to enhance exposure to the creeks, provide passive recreation (seating areas) and integrate the creeks with new development.

- **CD 9-9** Create a high-quality, safe pedestrian experience in commercial and mixed use areas through the use of **street trees, public art, street furniture, and public gathering spaces**. Using **signage, art, and unique uses**, entice and encourage people to walk and explore the commercial cores of Milpitas.
- **CD 9-10** Support the **conversion of on street parking spaces**, located within and adjacent to commercial and mixed-use districts and activity centers, into parklets for outdoor and café seating, bicycle parking, and transit and rideshare stops.
- **CD 9-11** Reinforce the distinctive public spaces with **design elements** reflected in the streetscape, landmarks, public art, and natural amenities.
- **CD 9-12** Continue to require the **inclusion of art** in public projects and encourage its placement in private development projects to improve the quality of life in the city. Emphasize art that draws upon the local history and is placed at locations accessible to the public.

CD-10: Design buildings, sites, and streets to enhance pedestrian and bicycle mobility.

- **CD 10-1** Prioritize **pedestrian and bicycle connections** to transit, community facilities (including schools), commercial areas, and other areas serving daily needs. Ensure that the design of new facilities can accommodate significant anticipated future increases in bicycle and pedestrian activity.
- **CD 10-2** Integrate comfortable and convenient **pedestrian elements** into building design, including, but not limited to walkways, plazas, and terraces and protect pedestrians from extreme climatic conditions.
- **CD 10-3** Encourage a **street grid** with lengths of 600 feet or less to facilitate walking and biking. Use design techniques such as multiple building entrances and pedestrian paseos to improve safe, clearly designated pedestrian and bicycle connections within blocks and projects.
- **CD 10-4** Design **sidewalks** to create a safe, comfortable pedestrian experience by making sidewalks sufficiently wide to support circulation and outdoor activities related to adjacent land uses, planting a continuous trees canopy, and placing sidewalk furniture on regular, frequent intervals that do not impede travel or accessibility.
- **CD 10-5** Install **pedestrian and bicycle path connections** between residential neighborhoods, commercial centers, schools, parks and other key community activity nodes, where feasible. Require these improvements to be made as part of new development projects.
- **CD 10-6** Require developers to provide **pedestrian amenities**, such as trees, lighting, sidewalk furniture, awnings, and art in pedestrian areas along project frontages.
- **CD 10-7** Require **pedestrian-scale improvements** for new residential developments and large additions, such as front porches and placement or orientation of the garage away from the street, or recessed from the frontage of the homes' living space.
- **CD 10-8** Encourage mobility in urban, pedestrian-oriented districts and centers by placing **building frontages** at or near street facing property lines, orienting entrances onto the adjoining sidewalks, providing landscaping and high-quality pedestrian and bicycle facilities, and discouraging parking areas located between the front of buildings and the street.
- **CD 10-9** Within new development, create and maintain a **pedestrian and bicyclist-friendly environment** by connecting the internal components with safe, convenient, accessible, and pleasant pedestrian and bicycle facilities and require pedestrian and bicycle connections between building entrances, other site features, and adjacent public streets.
- **CD 10-10** Within private developments that include multiple streets, encourage the construction of **multi-use paths** to provide direct pedestrian and bicycle linkages between streets and beyond the project.

- **CD 10-11** Encourage **pedestrian cross-access connections** between adjacent properties and require pedestrian and bicycle connections to streets and other public spaces, with particular attention and priority given to providing convenient access to transit facilities. Provide **pedestrian and vehicular connections** with cross-access easements within and between new and existing developments to encourage walking and minimize interruptions by parking areas and curb cuts.
- **CD 10-12** Ensure that new development provides visual and pedestrian and bicycle linkages with **local creeks**.

CD-11: Enhance Milpitas' commitment to sustainable design by minimizing negative environmental impacts and utilizing resources efficiently.

- **CD 11-1** Design buildings to allow the **sun** to reach adjoining and nearby sidewalks and plazas in the winter and protect pedestrians from the sun and rain.
- **CD 11-2** Encourage **passive solar design and energy-efficient concepts**, including, but not limited to natural heating and/or cooling, sun and wind exposure and orientation, and other solar energy opportunities.
- **CD 11-3** Encourage the orientation of **solar collectors** away from public view and/or the design the features as an integral element of the roof structure.
- **CD 11-4** Encourage **architectural elements** that contribute to a building's character, aid in climate control, and enhance pedestrian scale. The elements include, but are not limited to canopies, roof overhangs, projections or recessions of stories, balconies, reveals, and awnings.
- **CD 11-5** Encourage the use of **building materials** that conserve energy and material resources.
- **CD 11-6** Encourage the expansion of the city's **urban forest canopy**, comprised of street trees and trees located on private property and in open spaces. Emphasize the importance of placing trees in locations with significant hardscaping, such as parking areas.
- **CD 11-7** Reduce the use of highly-reflective and/or transparent building materials in order to reduce the potential for **bird strikes** and other harm to **wildlife**.
- **CD 11-8** Encourage **low-impact development**, including but not limited to, bioretention cells/rain gardens, cisterns and rain barrels, green roofs, pervious concrete/porous pavement, bioswales, and media filters.
- **CD 11-9** Encourage the use of **green roofs**, which help reduce the heat island effect.
- **CD 11-10** Consider expanding the City's **Green Building Program** to include additional incentives, above and beyond expedited building permit processing, for projects that incorporate sustainable design approaches and/or elements that exceed local, regional, and state requirements.
- **CD 11-11** Continue to apply and expand the **Climate Action Plan** to increase the energy efficiency of development.

B. Best Practices Research

The following documents were reviewed and considered.

- **Tasman East Specific Plan** (Santa Clara)(2020)
- **Patrick Henry Specific Plan** (Santa Clara)(2021)
- **Pier 70 Design for Development** (San Francisco, CA)(2018)
- **El Camino Specific Plan** (Redwood City, CA)(2017)
- **Peery Park Specific Plan** (Sunnyvale, CA)(2016)
- **Lawrence Station Area Plan** (Sunnyvale, CA)(2015)
- **Lawrence Station Area Plan** (Santa Clara)(2016)
- **Vallco Specific Plan** (Cupertino, CA)(2018)
- **Warms Springs Community Plan** (Fremont, CA)(2020)
- **Redwood City Downtown Precise Plan** (Redwood City, CA)(2018)
- **City of Burlingame Downtown Specific Plan** (Burlingame, CA)(2018)
- **Pleasant Hill BART Station Property Code** (Walnut Creek, CA)(2002)
- **Beaverton Downtown Design District Development Code** (Beaverton, OR)(2020)
- **Balboa Reservoir Design Standards and Guidelines** (San Francisco, CA)
- **Morgan Hill Objective Design Standards** (Morgan Hill, CA)
- **City of Henderson Development Design Standards** (Henderson, NV)
- **City of Beaufort Building Design & Infill Standards** (Beaufort, SC)
- **Buffalo Green Unified Development Ordinance** (Buffalo, NY)
- **City of Portland Multi-Dwelling Zoning Zones** (Portland, OR)
- **San Pablo Avenue Specific Plan** (El Cerrito, CA)(2014)
- **Tigard Downtown Plan District** (Tigard, OR)
- **LEED Neighborhood Development** (2018)
- **SmartCode Version 9.2** (2009)
- **Marin County Objective Design and Development Standards** (2020)
- **City of San Jose Downtown Development Guidelines** (San Jose, CA)(2019)

C. Staff Feedback: Notes

Planning Staff Check-in. March 1, 2021

Participants: Jessica Garner, Jay Lee, Krishna Kumar, Lillian VanHua, Adrienne Smith, Rosalynne Thompson, Michael Fossati, Avery Stark

1) Development Review

Specific Plans: experiences with enforcement + regulation + update process

- Midtown: it *does* include design guidelines but it needs to be resolved with the limited design guidelines that exist in code + the design guidelines are scattered throughout the document
 - Developers have difficulty providing **building articulation** and **detailing** based on the current guidelines: they are submitting basic **massing** forms that lack definition
 - Midtown SP's current design guidelines are considered *outdated* and no longer relevant/appropriate
- Midtown: the plan has built-in land uses which serve as constraints (ex. mandatory ground-floor retail: difficult attracting developers who are willing to develop mixed-use *and* have it pencil out)
 - Is it possible to encourage greater emphasis of **building form** rather than specific and prescriptive **building use** in order to provide greater flexibility: ex. the goal should be to prioritize and encourage an attractive ground-floor environment for pedestrians: this *does not* need to be accomplished exclusively through mandating ground-floor retail establishments

Staff Changes

- Issues of subjectivity in the existing code: leads to confusion on the part of designers and developers, leading planning staff to identify and share precedent images as good examples (not sustainable)
 - Developers are typically flexible, but this bespoke/subjective process *has* resulted past conflicts: the iterative re-submittal process hasn't always netted constructive results from a building form perspective
 - This lack of response to staff suggestions is moreso a developer-driven incentive, not architect/designer (not that the architects aren't susceptible to combative review processes)
- Concerns regarding **building heights**: developers wish to encourage greater density, but the code lacks language that helps *break down* building form to a pedestrian-friendly scale
- **Modular buildings** is a developing concern, especially on larger sites where developers are keen on the convenience and efficiency of modular design
 - A designated set of regulations that suite a modular project would be helpful: especially some mechanism for attaining building modulation and articulation (when you know the individual inputs are standardized)
 - *Who are the modular developers and designers active in the Bay Area:* Factory OS, Architects Orange (**City** will try to pass on a list of developers that the City has engaged with)(R+A will engage directly with them)
- Trees and landscaped medians + colors: development review is **conflicting with inter- and intra-departmental review** (ex. building/public works + PG&E will disagree with tree placement)

- Current streetscape regulation is also outdated, but an update process would require an engagement with other city departments (particularly public works)
- Possible to identify different street typologies (ex. major thoroughfares and arterials vs. local streets)(Montague Ave) with regards to how they interact with building form, ROW design, landscaping, etc: implementing a consistent but **context-specific scale**
 - Uncertain how R+A might address this: our project is a city-wide effort that may not manage to address specific locations
- **Balcony space**, especially with regards to use and application: is it possible to build-in better/more successful screening (because in practice, individuals are using their balcony space as storage which is highly unattractive)
- **Patios** w/scuppers (?): current application has been shoddy, can we require higher-quality materials/standards
- **HVAC** (esp. AC units in townhome contexts): need for better concealment and placement within the development; keeping these units away from private open spaces
- **Mailbox** placement: **Postmaster** desires (key stakeholder), Building, Planning, individual service providers (FedEx, Amazon, grocery delivery, etc.) - especially difficult in approaching town house developments

2) Objective Standards

Best Practices

- The wrapped/hidden garages has been successful from the perspective of staff (1380 Main...?)
- Standards that don't become immediately outdated within the next design aesthetic cycle is difficult: the response by some cities has been to be incredibly prescriptive/strict vs. incredibly flexible (borderline-subjective)
 - R+A has proposed in previous projects a *menu of options* to provide some built-in flexibility, but perhaps the most significant alterations can be done to *massing* and *articulation*
- Could we bake-in a *degree* of discretionary review? (developer satisfies nearly all of the standards, but needs to collaborate and negotiate with staff to conclude the final _%)

Examples

- Main Street Milpitas: city managed to negotiate a street-facing plaza/OS that doesn't rely on ground-floor retail (rather, community space on the ground-floor: hides garage, makes the area more lively; ride-share pick-up/drop-off point; transit stop) + public art contribution built into the structure (decorative building elements) as well as site-level (**water feature** located within public ROW (easement): controversial for public works, but attractive to planning - *reiterating the need for standards that are agreeable between planning and other city departments*)
 - Ground-floor has a higher floor-to-ceiling height (irrespective of the use)
 - **underground utilities** must be harmonious with street trees (planter boxes perhaps)
- Sunnyvale development (along Mathilda): successful transition between townhouse design/facade on the local street-facing edge of the development + a different finish along the major arterial
 - townhouse patios/balconies however are problematic
- Montague Site (bad): **color palette** leaves a bit to be desired (too dark and saturated: higher maintenance and upkeep costs, even though the public is typically attracted to these types of colors)

Development Review Committee. March 4, 2021

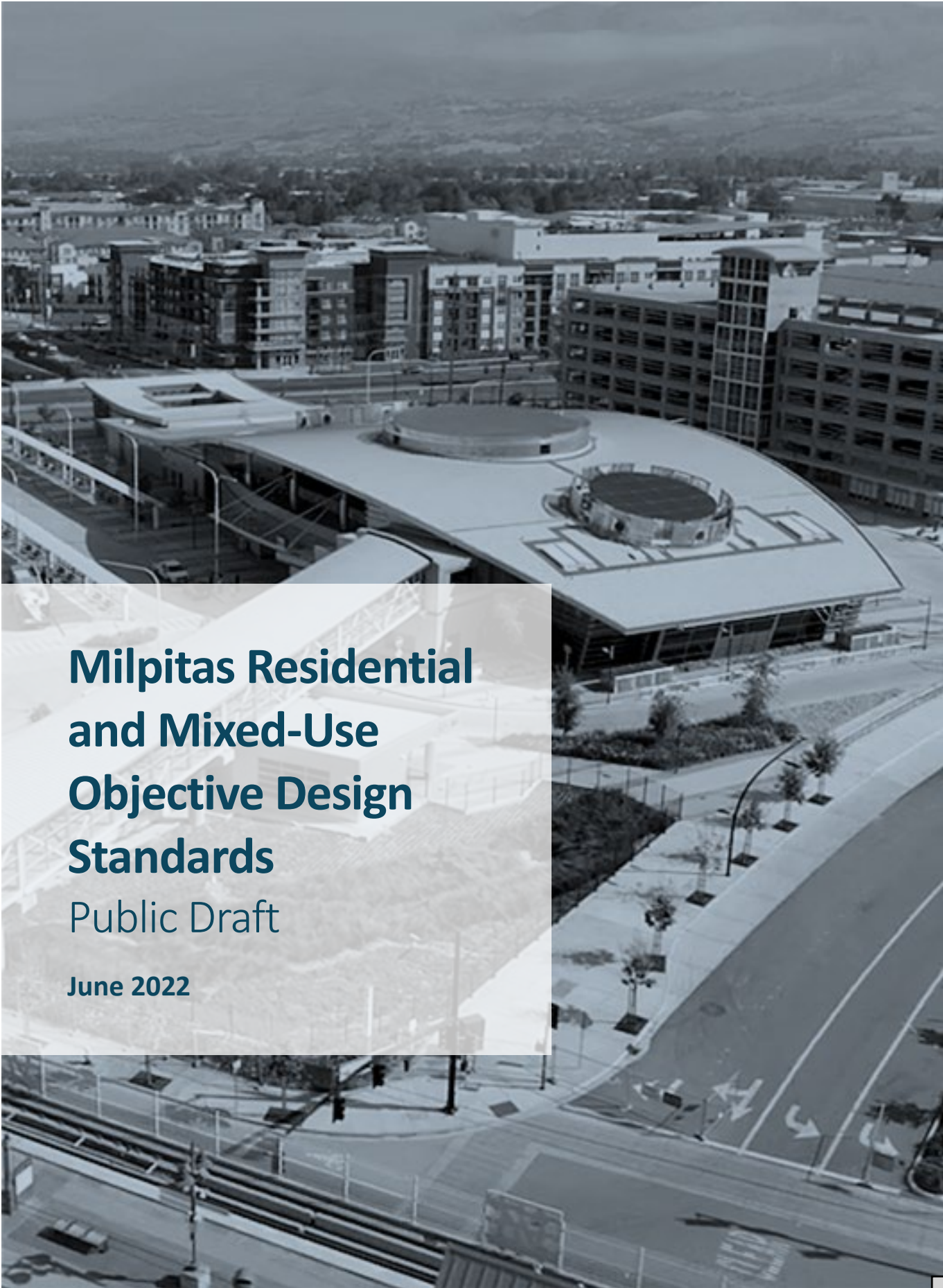
Participants: Jessica Garner, Jay Lee, Rosalynne Thompson, Albert Azamora, A. Prince, Roberto Alonzo, Avery Stark, Jaime Garcia, Jeremy Wu, Krishna Kumar, Tegan McLane, Betty Chan, Steve Chan, Alex Andrade

1) General design guidance: what needs to be addressed in policy

- Easily accessible **mail boxes**: we end up with a cluster of mailboxes typically located on a public street where residents are effectively having to double-park in order to access their mail
- **Solid waste** handling: standardization detailing what all residential (especially condo + apartments) are required to meet; especially space for loading and offloading (might be separate from solid waste?)
- Accommodating **new methods of transportation** (especially rideshare + delivery): these vehicles lack designated parking areas; lack of signage; lack of loading areas or what areas exists are too small for standard delivery vehicles
 - related: **parking or designated transit areas/stops** that prevent traffic congestion further down the street
- From a public safety perspective: **adequate move-in and move-out** areas for residents
 - **EVA access** especially in mixed-use contexts: negotiating commercial parking + residential parking with emergency access (it's not often clear where EVA access is located)
 - Location and placement of **public parking**
- Standards for **retail parking** that differs from residential parking: there needs to be more generous allocation for vehicular access

2) Secondary requests that may *not* be within our scope of work

- Greater objectivity regarding **public art** (what constitutes or satisfies public art) - *Tegan McLane says that the Public Art Ordinance is clear, but perhaps the commission could do a better job of enforcement and communication/outreach of expectations*
- Design of **second story additions**: ADUs that are two-stories or located on a second story (*more so a single-family issue which is not included in the current scope of work*)
- other related issues: **line of sight; privacy; massing**



Milpitas Residential and Mixed-Use Objective Design Standards

Public Draft

June 2022

Table of Contents

1	Purpose and Applicability	3
1.1	Purpose	3
1.2	Organization of Object Design Standards	4
1.3	Applicability	4
1.4	Definitions	6
2	Site Planning	9
2.1	Block Structure	9
2.2	Mid-Block Connections	10
2.3	Shared/Publicly Accessible Open Space (Large Sites/Master Planned Only)	15
2.4	Services and Utilities (Large Sites/Master Planned Only)	17
3	Site Design	18
3.1	Sidewalk Design	18
3.2	Building Orientation	19
3.3	Building Setback Character	20
3.4	Ground Floor Uses	22
3.5	Access and Parking	25
3.6	Landscaping	27
3.7	Utilities, Service Areas, and Building Equipment	29
3.8	Site Lighting	31
3.9	Standards for Special Conditions and Adjacencies	32
4	Building Design	37
4.1	Small and Medium Building Types	37
4.2	Large and Extra-Large Building Types	43
4.3	Façade Design (L)(XL)	49
5	Building Elements	59
5.1	Ground Floor Design	59
5.2	Residential Unit Entry Types	61
5.3	Fenestration Design	65
5.4	Green/Productive Roofscapes	66
5.5	Building Materials	68
6	Usable Open Space	69
6.1	Rules for Distribution of Open Space	69
6.2	Open Space Types	69

1 Purpose and Applicability

1.1 Purpose

1.1.1 Overview

The development of residential multi-family projects and mixed-use projects in the City of Milpitas is regulated by a variety of documents including the *General Plan*, Zoning Ordinance, Specific Plans, and other topic specific ordinances. Following the passage of California State Senate Bill 330 (SB 330), the City of Milpitas is required to adopt objective design standards and streamline its housing development and review process to ensure high quality design and facilitate the efficient delivery of new residential units.

Senate Bill 330 (SB 330) defines objective design standards as any standard that: “[Involves] no personal or subjective judgment by a public official and that is uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official before submittal of an application.” (SB 330, Section 66300.7) These standards contain concise and quantifiable language that are designed for consistent interpretation by applicants, reviewers, and approval bodies alike.

1.1.2 Goals

The purpose of these objective design standards is to provide city-wide regulations that allow flexibility in design but require applicants of multi-family or mixed-use projects featuring residential use to adhere to a clear set of rules that facilitate an efficient review process and result in buildings that are appropriate for their context and environment.

In application, these objective design standards are intended to accomplish several key goals:

- Preserve the character of Milpitas’ neighborhoods by balancing the form and design of existing development with new construction techniques.
- Encourage human-scaled buildings that adhere to existing zoning regulations and promote high quality site and building design.
- Emphasize a pedestrian-oriented environment where buildings and public realm design are cohesive and complementary of a diverse range of uses.

1.1.3 Additional Documents

Development across Milpitas may be subject to additional regulations other than the standards detailed in this document. Because development projects throughout the City are unique by use, character, needs and geographic location, no single document or process can address all aspects of project design. Please refer to these documents for additional information and standards that may apply to specific or unique development contexts.

This list is not exhaustive, and applicants may be required to satisfy other standards during the time of development review. Where a conflict exists between the standards in this document and the Zoning Ordinance, this document shall prevail. Where a conflict exists between the standards in this document and Specific Plans, those Specific Plan regulations shall prevail.

- *General Plan 2040*
- *Milpitas Zoning Ordinance*
- *Midtown Specific Plan (update pending)*
- *Metro Specific Plan (update pending)*
- *Bicycle/Pedestrian & Trails Plan (update pending)*
- *Climate Action Plan (2013, update pending)*
- *Housing Element (2015, update pending)*
- *Parks & Recreation Master Plan (2021)*
- *Streetscape Master Plan (2000)*
- *Utilities Master Plan (update pending)*

1.2 Organization of Object Design Standards

The Objective Design Standards are organized into a preamble, Purpose and Applicability and four sections: Site Planning, Site Design, Building Design, and Usable Open Space. The purpose outlines the high-level goals of the section and draws from Goals and Policies of the *Milpitas General Plan 2040*. Within each section, subsections organize one or more design standards that will regulate specific design guidance. The design guidance is provided for each subsection with an intent statement that outlines *General Plan 2040* and other planning policies and specific intent of the standards that follow.

1.3 Applicability

1.3.1 Applicable Project Types

These Objective Design Standards apply to all new construction projects that meet the following criteria:

1. **Multi-family projects.** Defined as a project consisting of multifamily residential uses only with 2 or more Dwelling Units
2. **Mixed-use projects, featuring a combination of residential and other uses.** Defined as a project consistent of a mix of multifamily residential and nonresidential uses, where at least two-thirds of the square footage of the development is designated for residential use

All other project types, including single-family homes, commercial-only projects, and interior renovations less than 30% of floor area are not subject to these objective design standards but must satisfy existing development standards in the Zoning Ordinance, and Specific Plan Guidelines (if applicable).

1.3.2 Design Standards by Building Type and Project Size

The Objective Design Standards provide design standards based on the size of a project and building size. For “Large/Master Planned” projects (see definition below), unique Site Planning standards apply to ensure new large-scale development projects integrate within the fabric of the existing community, are designed to accommodate pedestrian access and activity, and encourage walkability. Specific Building Design standards are provided by the type and size of buildings. The applicability of the size-based standards is indicated in parentheses following the Design Standard’s title. The name and definition of project size and building types are as follows:

Large Sites/Master Planned Projects

- Sites greater than 5 acres, and
 - a. Any one of the following:
- Sites requiring subdivision (but not including subdivisions internal to buildings for condominium division):
 - a. Sites with a horizontal mix of uses; or
 - b. Development project including new public or private streets

Building Types

- **(S) Small** - House-like/Multiplex Buildings
 - a. Up to 3 stories
 - b. Maximum height of 35 feet
 - c. Building types include cottage clusters, duplexes, triplexes, fourplexes, or combinations of these types.
- **(M) Medium** – Middle Housing
 - a. Up to 4 stories
 - b. Maximum height of 45 feet
 - c. Building types include rowhouses, walk-up multi-plex buildings, garden style apartments
- **(L) Large** – Mid-rise Buildings
 - a. Greater than 4 stories
 - b. Up to 90 feet in height
 - c. Occupied finished floor less than height of 75 feet
 - d. Building types include mid-rises, podium buildings, wrapped structures
- **(XL) Extra Large** – High-rise Buildings
 - a. Any building greater than 90 feet in height.
 - b. Any building with an occupied finished-floor greater than 75 feet in height.

1.3.3 Special Conditions in Site Design

Section 3.9 provides specific Site Design standards for special conditions depending on adjacent conditions. These design standards supersede other design standards for the applicable condition listed. Special conditions consider adjacency to the following:

- Lower Density Development
- Major Roadways
- Freeways
- Railroads
- Natural Areas/Creeks/Channels

1.3.4 Exceptions and Exemptions

All applicable projects are required to comply with Objective Design Standards. Should a project not be able to or choose not to adhere to the Objective Design Standards, a project may seek approvals through the following paths:

1. **Minor Exceptions and Exemptions.** If an applicant is unable to meet certain Objective Design Standards, applicant may request up to three (3) exceptions/exemptions. This allows for limited discretionary review and flexibility for projects that may have a physical constraint or alternative architectural solution to specific standards. Direct of Planning will have full right to deny a project requesting these exceptions/exemptions.
 - a. Requests shall be made by the applicant in writing to the Director of Planning.

- b. Applicants requesting an exception/exemption shall provide findings on how their project meets the Purpose and Intent statement for each topic where the exception/exemption is requested.
 - c. Applicant shall document constraints to meeting the standard.
 - d. Exceptions/exemptions from quantitative standards shall not deviant more than 10% plus or minus from the standard.
2. **Discretionary Review Path.** Applicant may choose the Discretionary Review Path if they choose not to meet the Objective Design Standards. The Discretionary Review Path voluntarily takes a project outside of requirements including time of review and limit on number of public meetings for projects seeking non-discretionary approvals based on SB330.
- a. Applicant shall provide findings on how their project meets the Purpose and Intent statement for each Topic in ODS
 - b. Applicants may be subject review by the Planning Commission
 - c. Applicants may be subject to community meetings

1.4 Definitions

Active Frontage: Active frontages are building frontages with active uses where there is a visual engagement between those in the street and those on the ground floor. Active uses are uses that generate many visits, in particular pedestrian visits, over an extended period of the day. Active uses may be shops, cafes, other social uses, and shared assessor spaces. Higher density residential and office uses also can be active uses for particular periods of the day by providing additional entries to individual units or ground floor office spaces

Block Length: The length of parcel or series of parcel measuring from the edge of one public right-of-way or public access easement to another.

Building Façade Length: The overall length of a façade without a full break in the building.

Build-To-Zone: The area between the minimum and maximum setback lines within which a building's front façade is to be located.

Chicane: A traffic calming measure that includes horizontal shift in the drive lane(s) that is meant to slow vehicle speeds.

Development Parcel: Any tract of land on which development can occur. This includes platted lots and unplatted parcels but excludes any public right-of-way.

Façade Plane: Any stretch of a building façade existing along the same axis line, regardless of pattern differentiation or change in rhythm.

Façade Composition: The expression of a façade through a variety of techniques such as forms, patterns, fenestration, elements, details, materials, texture, finishes, etc. *Façade Composition* is used to create the architectural character and design theme of a building.

Façade Modulation: A change in building plane though the recess or projection of sections of a façade with a minimum depth of 2 feet. *Façade Modulation* is used to shape a building's exterior massing.

Foot-candle: A foot-candle is a non-SI unit of illuminance or light intensity. The foot-candle is defined as one lumen per square foot.

Human-Scaled Architecture: Building and urban design elements designed to meet the proportional, physical, and psychological needs of the human body. This could include creating a walkable block structure, architectural elements and details that are visible and perceivable to pedestrians, and building massing that reflects the rhythm, pattern, and size of interior spaces.

Landscaped Area: Surface area dedicated for planting of trees, shrubs, flowers, grass, ground cover, or other horticultural elements.

Mid-Block Connection: A public right-of-way or private land area with a public access easement that connects from one public right-of-way to another public right-of-way.

Pedestrian Pathway: A walkway or sidewalk that connects into or through a development.

Planter: An above grade container for planting.

Podium: The lower floors of a building that form the “base” of a building typically including a courtyard level above. Podiums typically include structured parking, a courtyard level above, a different and larger floorplate than floors above, and may be a different construction type than the rest of the building.

Podium Level: The level directly above the Podium. The Podium Level typically includes a courtyard, a smaller building area than the levels below, and a change in construction type.

Primary Building Frontage: The building frontage that abuts the most primary of streets, Pedestrian Pathway, or Mid-Block Connection surrounding the building. In the case of a through-lot, the primary building frontage could be on either public right-of-way.

Primary Building Entry: The entrance to a building typically leading to a lobby, courtyard or other large, shared space that is accessed from the primary building frontage.

Primary Façade Plane: Majority area of the façade that is in the same plane.

Private Street: Any street that is not owned by the City. Private streets often have public access easements to allow passage into or through a private development.

Publicly Accessible Open Space: Public Open Spaces that are provided on private property with a public access easement and most often built and maintained by a private entity.

Shared Street/Woonerf: A type of street that includes shared spaces between pedestrian and vehicles. These streets are meant for very low speeds and may not include curbs.

Sidewalk and Sidewalk Design Terms: Sidewalks are divided into three zones from the curb to the building face:

1. Landscape/Furniture Zone,
2. Pedestrian Clear Zone, and
3. Frontage/Setback Zone.

The Landscape/Furniture Zone is where street trees, traffic control devices, and lighting are located, and provides a buffer between where people walk and the street. The Pedestrian Clear Zone is where movement of people is the priority. Sidewalks or other hardscape surfaces meant for foot traffic are its defining component. Last is the Frontage/Setback Zone, which is on private property and provides a transition or buffer between buildings and the public realm and allows people to access buildings without interfering with pedestrian

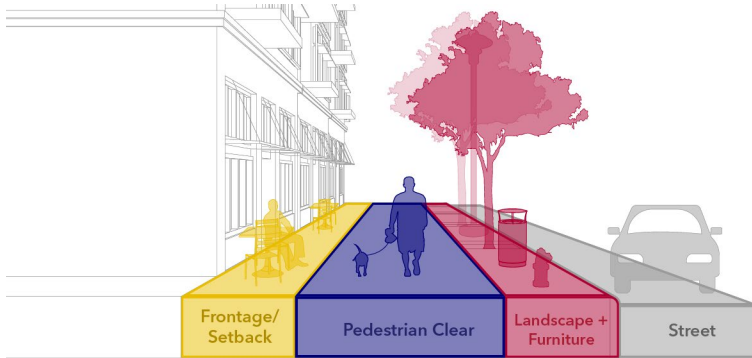
movement. Sidewalks in public and private streets shall be designed in accordance with the zones illustrated in Figure 1 (*Description of Zones*) and Figure 2 (*Illustrative Sidewalk Sections*).

Figure 1. Description of Zones

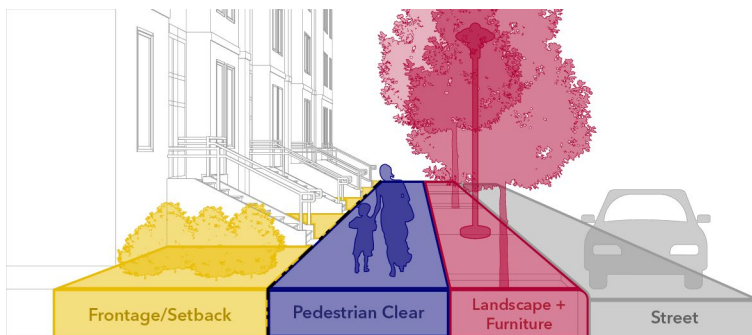
Frontage		Sidewalk		Street
Building Setback	Frontage Area	Pedestrian Clear Zone	Landscape/Furniture Zone	Vehicles/Bike Lanes
<i>Mixed-Use</i> • Sidewalk Dining • Outdoor Displays • Public Art • Seating • Trees/Planting		• Sidewalk	• Street Trees/Planting • Street Lighting • Seating • Bike Parking • Public Art • Outdoor Dining • Bus Shelters • Utilities (e.g., hydrants)	• Street Parking • Bike Lanes • Drop-off Zones • Parklets • Bus Stops • Railroad tracks
<i>Residential</i> • Stoops • Porches • Front Yards • Trees/Planting				

Figure 2. Illustrative Sidewalk Sections

Mixed-Use Frontage



Residential Frontage



2 Site Planning

Purpose

- To provide standards for the public realm including sidewalks, streets, and publicly accessible open spaces. These spaces may be public or privately owned.
- To set building standards and define building envelope
- To provide standards to divide up large blocks and/or create planned communities with multiple buildings or parcels.

Intent

- To ensure walkability, connectivity, and appropriately scaled buildings by creating pedestrian-scaled blocks with streets, paths, and open spaces for people to gather and connect throughout the city.

2.1 Block Structure

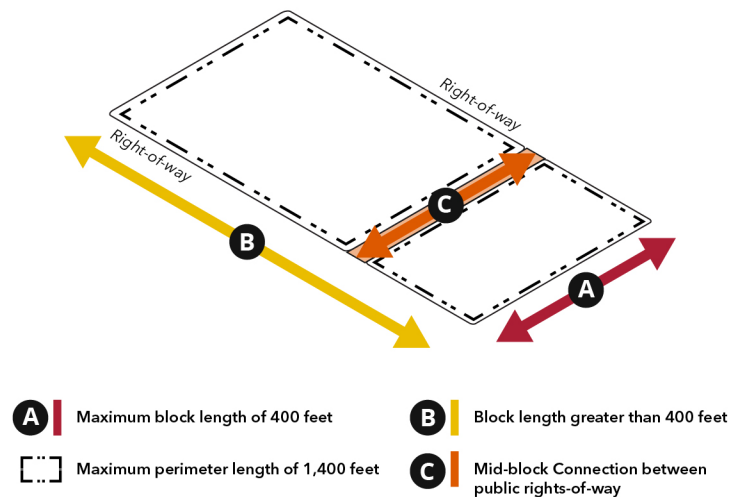
Intent

- Integrate new large-scale development projects into the fabric of the existing community (LU 5-1)
- Reduced block size in new developments to develop a grid or modified grid network to enhance walkability (CIR 1-5)
- Provide pedestrian and vehicular connections with cross-access easements within and between the existing developments to encourage walking. (CD 10-11)

2.1.1 Maximum Block Length

1. All projects shall have maximum Block Length of 400 feet and a maximum perimeter length of 1,400 feet.
2. Existing, new, or assembled parcels or blocks with a Block Length greater than 400 feet shall provide at least one Mid-Block Connection that connects from one public right-of-way to another public right-of-way or public access easement.
3. Mid-Block Connections may be one of the following:
 - a. Public Street
 - b. Paseo/Pedestrian Path
 - c. Shared-Street/Woonerf
 - d. Private Street

4. *Mid-block Connections* shall include Public Access Easements for all pedestrian pathways and vehicle lanes (if provided).



2.2 Mid-Block Connections

Intent

- Support a complete streets approach to designing new streets and retrofitting existing streets by encouraging streets to provide stimulating settings; improve safe walkability, bicycling, and transit integration; strengthen connectivity; and enhance community identity through improvements to the public right-of-way such as sidewalks, street trees, parkways, curbs, human-scaled street lighting, and street furniture. (CD 6-1)
- Design private streets to appear and function like public streets. Include street trees and sidewalks and connect sidewalks to those located within the adjacent public rights-of-way. (CD 6-2)
- Within private developments that include multiple streets, encourage the construction of multi-use paths to provide direct pedestrian and bicycle linkages between streets and beyond the project. (CD 10-10)

2.2.1 Minimum Building Setbacks for private streets and publicly accessible pedestrian pathways

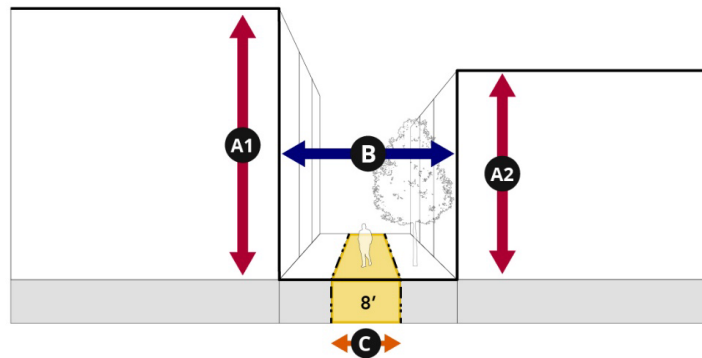
- Primary building frontages for residential buildings shall be set back a minimum of 5 feet from a public access easement or back of pedestrian pathway, whichever is closer to the building frontage.
- No building setbacks are required along alleys.

2.2.2 Public Streets

- Public Streets shall meet public right-of-way street standards as described by the Milpitas Engineering Department (<https://www.ci.milpitas.ca.gov/milpitas/departments/engineering/standard-details-and-specifications>)
- Where provided, curbs shall be a minimum 6" in height. Rolled curbs are prohibited.

2.2.3 Paseo/Pedestrian Path

1. Minimum width (building-to-building):
 - a. Minimum width of 20 feet for all conditions.
 - b. For any segment of a paseo/pedestrian paths with adjacent buildings greater than 35 feet in height, the building-to-building dimension shall exceed a minimum building height to width ratio of 1.5 to 1. (example 35' building height:23.3' path width; 65' building height:43.3' path width). Minimum required building-to-building width shall not exceed 50 feet regardless of adjacent building heights.
2. Minimum Pedestrian Pathway width: 8 feet
3. Minimum public access easement width: 8 feet or 1/3rd of overall width, whichever is greater.
4. Diagrammatic sections showing options for compliance:



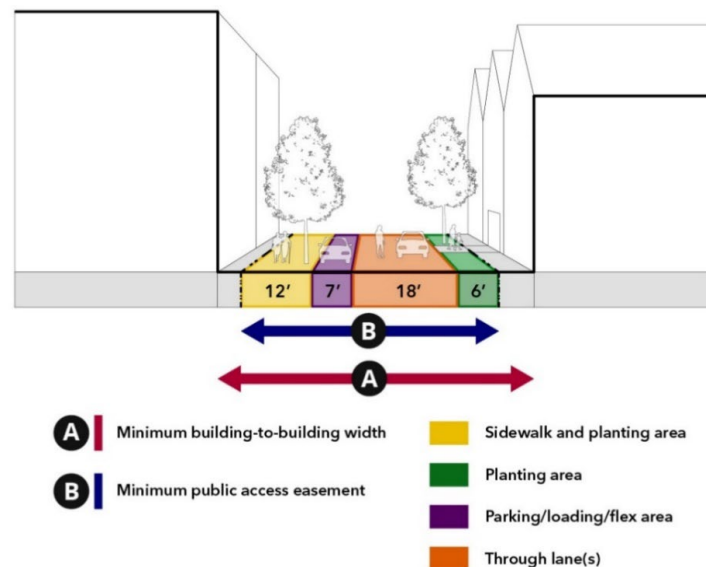
- | | | | |
|----------|------------------------------------|----------|------------------------|
| A | Building height = average (A1, A2) | C | Public access easement |
| B | Minimum building-to-building width | | Minimum path width |

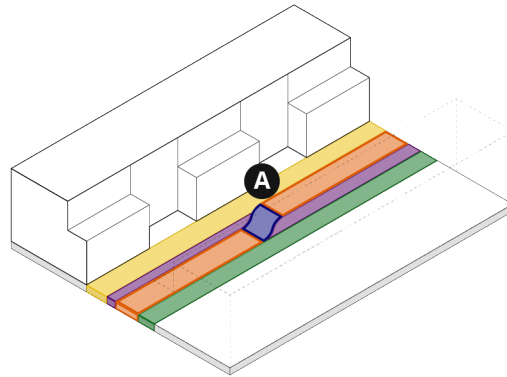


- | | |
|---|-------------------------------|
| | Pedestrian Clear Zone/Pathway |
| | Landscape/Furniture Zone |
| | Frontage/Setback Zone |

2.2.4 Shared Street/Woonerf

1. Minimum width (building-to-building):
 - a. Minimum width of 54 feet for all conditions.
 - b. For any segment of a shared street/woonerf with adjacent buildings greater than 35 feet in height, the building-to-building dimension shall exceed a minimum building height to width ratio of 1.2 to 1. Minimum required building-to-building width shall not exceed 75 feet regardless of adjacent building heights.
2. Sidewalks:
 - a. Shall be located on at least one side of the street
 - b. Minimum 6 feet pedestrian clear zone sidewalk width on one side of the street
 - c. Minimum width of 12 feet including landscape/furniture zone area; minimum 5-foot-wide landscape/furniture zone area
3. Vehicle Access:
 - a. Vehicle throughway shall include two through lanes with a minimum width of 18 feet*
(*Fire Department requirements supersede minimum width standards)
 - b. Vehicle access shall chicane (horizontal shift in throughway) at least once per every 150 feet of street length
 - c. If provided, parking/loading/flex lanes shall have a minimum width of 7 feet
 - d. If no sidewalk is provided adjacent to the through lane, a minimum 5-foot-wide planting area shall be provided between throughway and edge of easement.
4. Minimum public access easement width (if required):
 - a. 42 feet
5. Diagrammatic sections showing options for compliance:





Chicane at least once per every 150 feet of street length



Through lane(s)



Sidewalk and planting area



Planting area

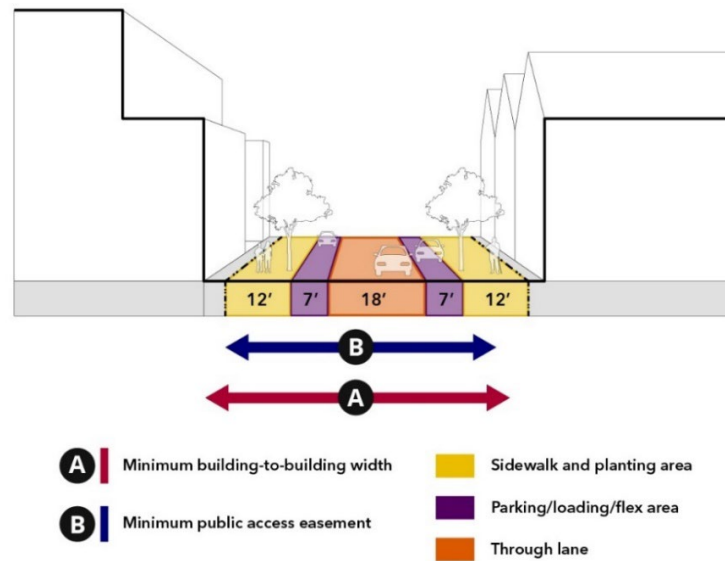
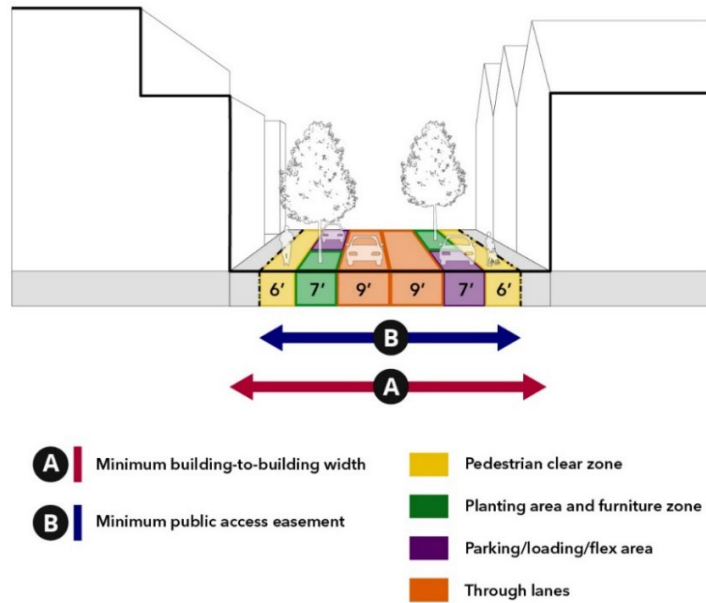


Parking/loading/flex area

2.2.5 Private Street

1. Minimum width (building-to-building), whichever is greater:
 - a. Minimum width of 54 feet for all conditions.
 - b. For any segment of a shared street/woonerf with adjacent buildings greater than 35 feet in height, the building-to-building dimension shall exceed a minimum building height to width ration of 1.2 to 1. Minimum required building-to-building width shall not exceed 75 feet regardless of adjacent building heights.
2. Sidewalks:
 - a. Shall be located on both sides of the street
 - b. Minimum 6 feet pedestrian clear zone sidewalk width
3. Landscape/furniture zone:
 - a. Shall be located on both sides of the street.
 - b. Minimum width of 6 feet
 - c. Shall be located in one of the following locations:
 - i.) Between the Pedestrian Clear Zone and curb; or
 - ii.) Within parking/loading/flex area if the planting areas are a minimum length of 6 feet and occur at a minimum of one per every 40 linear feet.
4. Vehicle Access:
 - a. Through lanes shall have minimum width of 9 feet*
(*Fire Department requirements supersede minimum width standards)
 - b. If provided, parking/loading/flex lanes shall have a minimum width of 7 feet.
 - c. Where provided, curbs shall be a minimum 6" in height. Rolled curbs are prohibited.
5. Minimum public access easement width (if required):
 - a. 44 feet

6. Diagrammatic sections showing options for compliance:



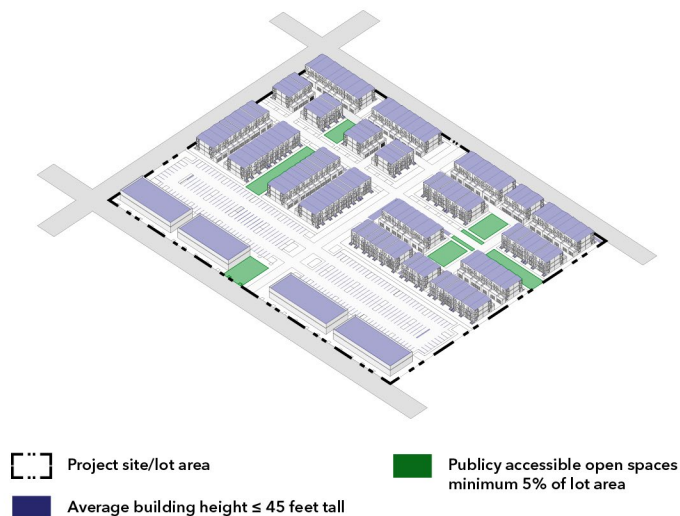
2.3 Shared/Publicly Accessible Open Space (Large Sites/Master Planned Only)

Intent

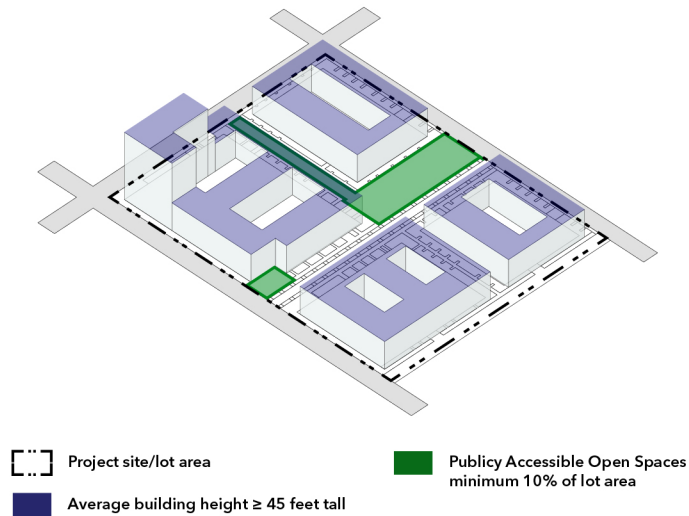
- Promote vibrant, publicly accessible spaces that encourage gathering and other active uses. Place a variety of uses adjacent to public spaces at sufficient concentrations to encourage the use of the spaces throughout the day and night. (CD 9-1)
- Encourage the incorporation of publicly accessible spaces, such as plazas and pocket parks, into new and existing commercial, multi-family, and mixed-use developments to encourage social interaction. The spaces should be appropriately scaled and programmed and compliment the characteristics of the district and/or neighborhood and the surrounding development. (CD 9-3)
- Configure buildings to provide “outdoor rooms,” including, but not limited to courtyards, paseos, and promenades. (CD 9-5)
- Maximize public exposure and view of park lands for scenic and security purposes. (CD 9-6)

2.3.1 Required Publicly Accessible Open Spaces

1. Shared Publicly Accessible Open Space shall be required for all Large Site/Master Planned Site projects. These requirements are in addition to minimum Usable Open Space requirements provided in Section 5.2 or provided for in the Zoning Code. Publicly Accessible Open Space provided to meet the requirement below may be counted towards the Park and Open Space Requirements in Section XI-1-9 (Park Dedication) of the Milpitas Subdivision Ordinance (Title XI, Chapter 1)
 - a. For projects with an average building height less than 45 feet, Publicly Accessible Open Spaces shall be equal to or greater than 5% of lot area.

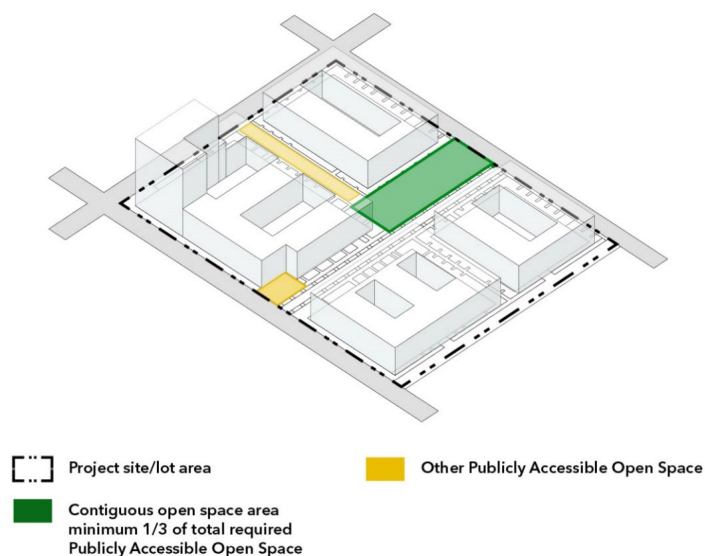


- b. For projects with an average height greater than 45 feet, Publicly Accessible Open Spaces shall be equal to or greater than 10% of lot area.



2.3.2 Minimum Design Requirements

1. Publicly Accessible Open Space shall include one contiguous open space that is equal to or greater than 1/3 of the required Publicly Accessible Open Space area.
2. Publicly Accessible Open Space shall have a minimum length and width of 40 feet.
3. Publicly Accessible Open Spaces shall be located adjacent to a public right-of-way, or visible from a public right-of-way and connected to a public sidewalk with a public access easement with a pedestrian pathway that is less than 100 feet in length.
4. A public access easement shall be provided for the entire Publicly Accessible Open Space.
5. Required building setback areas shall not be counted as Publicly Accessible Open Space.



2.4 Services and Utilities (Large Sites/Master Planned Only)

2.4.1 Mail Delivery

1. The following standards shall be met for all projects but may be superseded by USPS requirements.
 - a. All Large Sites/Master Planned Projects shall meet with U.S. Postmaster for project review prior to submittal of plans to the City for review.
 - b. Mailbox(es) within a single multifamily or mixed-use building shall be located within shared lobbies. If a shared lobby is not provided, mailboxes shall be located adjacent to a primary pedestrian pathway.
 - i. Mailbox(es) shall not be located such that access is situated from a public street or public sidewalk adjoining a public street.

3 Site Design

Purpose

- To set standards for building orientation, site access, landscaping, and utilities.
- To enhance public safety through strategic environmental design
- To define special conditions and set unique standards for these locations.
- To define location and uses for active frontages.

Intent

- To ensure quality design and site layouts that increase pedestrian comfort and safety, increase pedestrian and occupant activity, encourage visual connections between inside and outside spaces, and add to the interest and character of the place.

3.1 Sidewalk Design

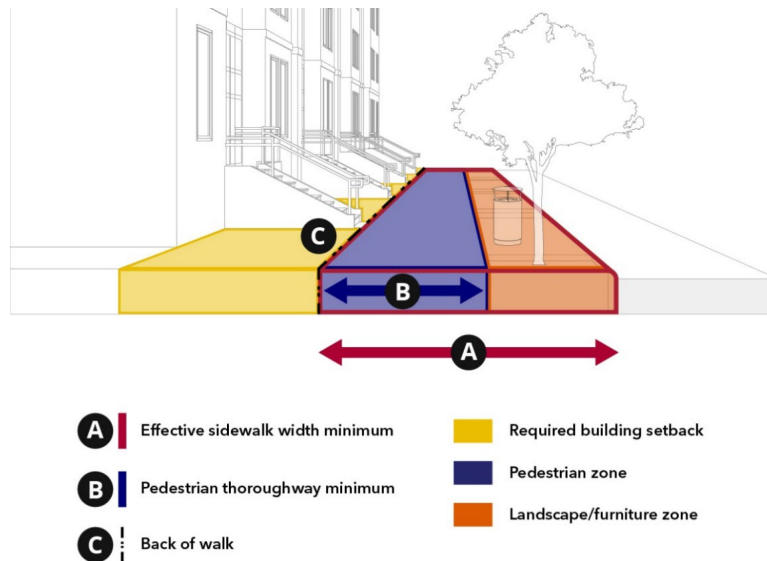
Intent

- Support a complete streets approach to designing new streets and retrofitting existing streets by encouraging streets to provide stimulating settings; improve safe walkability, bicycling, and transit integration; strengthen connectivity; and enhance community identity through improvements to the public right-of-way such as sidewalks, street trees, parkways, curbs, human-scaled street lighting, and street furniture. (CD 6-1)
- Design sidewalks to create a safe, comfortable pedestrian experience by making sidewalks sufficiently wide to support circulation and outdoor activities related to adjacent land uses, planting a continuous trees canopy, and placing sidewalk furniture on regular, frequent intervals that do not impede travel or accessibility. (CD 10-4)

3.1.1 Effective Sidewalk Widths

1. For projects fronting a public street right-of-way, sidewalks shall meet the following standards:
 - a. **Residential projects.** A minimum effective sidewalk width of 12 feet with a minimum 6-foot-wide pedestrian clear zone and 5-foot-wide landscape/furniture zone.
 - b. **Mixed-use projects with ground floor commercial.** A minimum effective sidewalk width of 15 feet with a minimum 9-foot-wide clear pedestrian zone and 5-foot-wide landscape/furniture zone.
 - c. **Public Service Utilities Easement (PSUE).** Where a PSUE exists on a property, developer shall work with City to determine how the PSUE will relate to Objective Design Standards. Generally, PSUE will take precedence over ODS.
2. If the existing public sidewalk does not meet this minimum standard, a public access easement in the setback area shall be granted to extend the sidewalk width to the required minimum dimensions.

3. Building setbacks shall be measured from back-of-walk or new back-of-walk (after dedication/easement).



3.2 Building Orientation

Intent

- Promote consistent development patterns along streets, particularly by how buildings relate to the street, to promote a sense of visual order, and provide attractive streetscapes. (CD 6-5)
- Configure buildings to provide “outdoor rooms,” including, but not limited to courtyards, paseos, and promenades. (CD 9-5)
- Locate building access points along sidewalks, pedestrian areas, and bicycle routes, and include amenities that encourage pedestrian activity. (CD 3-10 B)

3.2.1 Building Frontages

1. Primary building frontages for all residential buildings or mixed-use buildings shall face a public sidewalk or publicly accessible pathway.

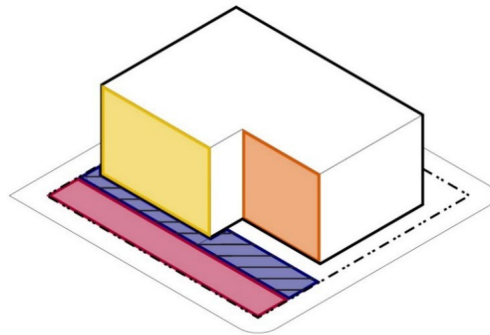
3.2.2 Pedestrian Connections

1. Primary entries to buildings or units shall be connected to a public sidewalk or publicly accessible pathway with a pedestrian pathway with the following minimum width dimensions:
 - a. Single-family home/single residential unit: 3.5 feet
 - b. Entrances serving 2 units: 4 feet
 - c. Entrance serving 3 to 8 units: 5 feet
 - d. Entrance serving 8 to 20 units: 6 feet
 - e. Entrance serving more than 20 units: 8 feet

3.2.3 Building Setback/Build-to-Zone

- Buildings shall occupy a minimum percentage of the Build-to-Zone. The Build-to-Zone is defined as the area between the minimum and maximum building setbacks from the front property line excluding areas for Mid-block Connections, Primary Connections, Secondary Connections, or Publicly Accessible Open Space.

Building Type (see Section 1.3.a)	Minimum percentage of the building frontage within the build-to-zone
Small (S)	50%
Medium (M)	60%
Large (L), Extra Large (XL)	60%
Mixed-Use with ground floor commercial storefront frontages	70%

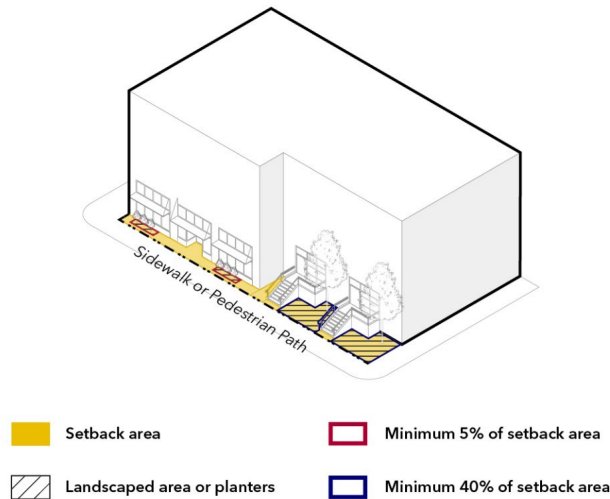


3.3 Building Setback Character

3.3.1 Landscaping

- Required front setbacks shall provide a landscaped area to create a transition between public and private space. The following standards apply, based on intended use and exclusive of areas devoted to outdoor seating, front porches, door swings of building entries, and Publicly Accessible Open Space:
 - Ground floor storefront commercial uses shall have a minimum of 5% of the setback as landscaped area or planters.
 - Live/work and ground floor office uses shall have a minimum of 20% of the setback as landscaped area or planters.

- c. Ground floor residential uses shall have a minimum of 40% of the setback as landscaped area or planters. Front setbacks that are 15 feet or greater shall include at minimum one tree per 40 linear feet of street frontage between the back of walk and building façade. Spacing of trees may vary.



3.3.2 Encroachments

1. The following elements are allowed within required front setback areas and required primary frontage setbacks. See Section XI-10-55.05 (Projections Allowed Into Required Yards/Setbacks) of the Milpitas Municipal Code for additional regulations.
 - a. Building elements including bay windows, turrets, or other architectural features intrinsic to the building structure. The bottom of the architectural feature shall be a minimum 8 feet above grade. No more than 50% of the façade area may have these elements project into the minimum setback area.
 - b. Weather protection structures such as canopies, sunshades, or other similar features. The bottom of the architectural feature shall be no lower than eight feet above grade.
 - c. Terraces, porches, or balconies.
 - d. Stoops and/or stairs to building entrances.
 - e. Handrails.
 - f. Fences that are no taller than 42 inches and at least 40% transparent, except where municipal code requires a higher transparency.
 - g. Landscape planters and low walls not exceeding 30 inches in height from sidewalk grade.
 - h. Bicycle parking.
 - i. Permanent seating.
 - j. Public art.
 - k. Outdoor dining.

3.4 Ground Floor Uses

Intent

- To create a coherent and active interface between private development and the public realm that contributes to the sense of place and structure of the neighborhood and enhances the public's experience.
- Promote consistent development patterns along streets, particularly by how buildings relate to the street, to promote a sense of visual order, and provide attractive streetscapes. (CD 6-5)
- Locate building access points along sidewalks, pedestrian areas, and bicycle routes, and include amenities that encourage pedestrian activity (CD 3-10B)

3.4.1 Active Frontages (M) (L) (XL)

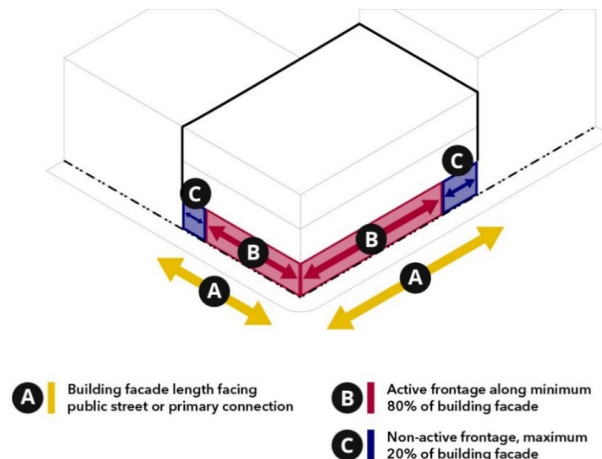
Active frontages are building frontages with active uses where there is a visual engagement between those in the street and those on the ground floor. Active uses are uses that generate many visits, in particular pedestrian visits, over an extended period of the day. Active uses may be shops, cafes, other social uses, and shared accessory spaces. Higher density residential and office uses also can be active uses for particular periods of the day by providing additional entries to individual units or ground floor office spaces. Active frontages are specified below in Section 3.3.3.1.

3.4.1.1 Active Frontage Types

1. Active frontage types shall consist of one or more of the following ground-floor uses:
 - a. Storefront Commercial
 - b. Ground Floor Office
 - c. Live/Work
 - d. Ground Floor Residential Units with individual unit entries
 - e. Ground Floor Residential Accessory Spaces (e.g., indoor community spaces)

3.4.1.2 Active Frontage Requirements

1. Active Frontages are required for a minimum of 80% of each building façade facing a public street or publicly accessible pathway with adjacent Primary Building Frontages.
2. Active Frontages shall comply with the standards in Section 5.1 Ground Floor Design
3. Active Frontages and active use types may be further regulated by zoning, specific plans, development agreements, or other binding legislation.



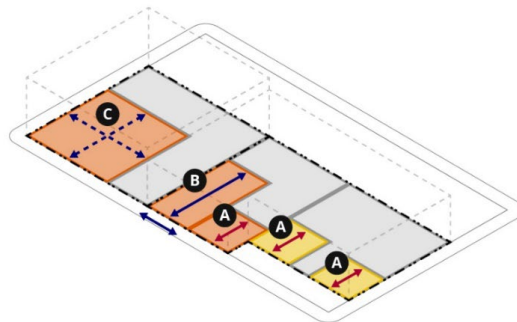


Addison Arts Apartments, Berkeley, CA

- Ground Floor Residential Entry (Shared)
- Storefront Commercial
- Ground Floor Residential Accessory Space (Garage Entrance)

3.4.1.3 Minimum Depth of Active Uses

1. Active Frontage uses shall have a minimum interior depth of gross building area by use type (lesser dimensions are allowed but may not be counted as Active Frontage):
 - a. Storefront Commercial: 20 feet minimum; a minimum of 50% of frontage shall have a minimum depth greater than 40 feet; Corner spaces shall have a minimum depth of 40 feet.
 - b. Ground Floor Office: 30 feet minimum
 - c. Live/Work: 15 feet minimum interior depth of “work” space for a minimum width of 15 feet or 50% of unit frontage, whichever is greater
 - d. Ground Floor Residential Units: 16 feet
 - e. Ground Floor Residential Accessory Spaces: 20 feet
 - f. Corner space: minimum 40 feet depth on all frontages



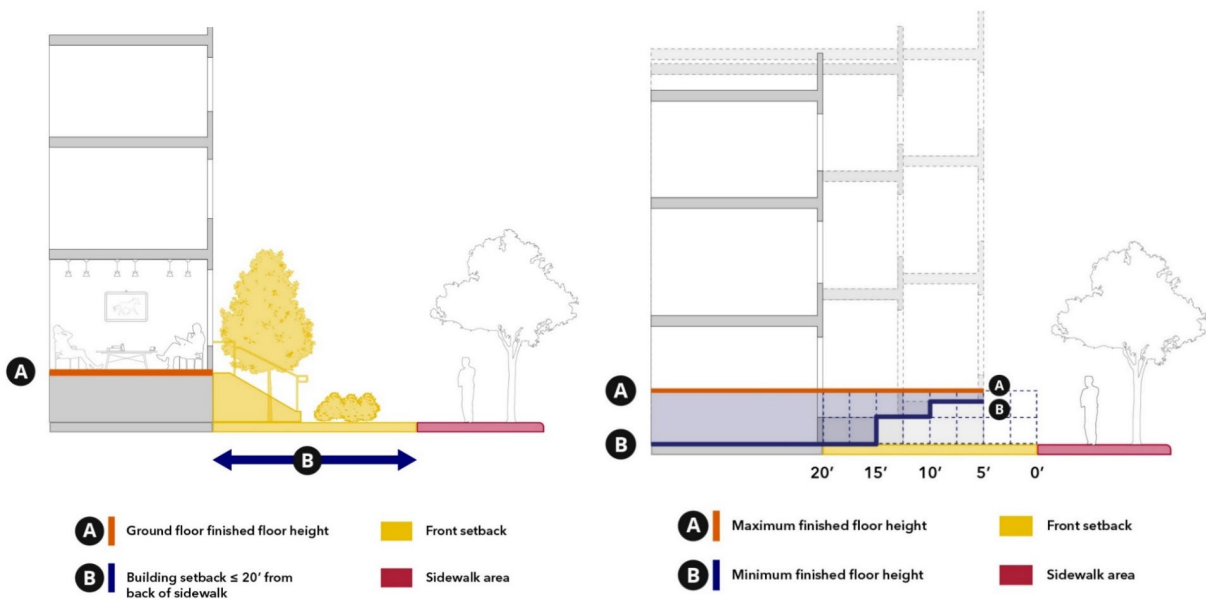
- A Active use minimum depth
- B Minimum 40 feet depth for minimum 50% of frontage
- C Corner space minimum 40 feet depth on all frontages
- Storefront commercial or office
- Ground floor residential
- Non-active use

3.4.1.4 Finished Floor Heights of Active Uses

1. Active Frontage uses shall have a finished floor height above grade at back of sidewalk within the following ranges by use type:
 - a. Primary Building Entries: minimum 0 feet; maximum 3 feet
 - b. Storefront Commercial + Live/Work: At entry: minimum 0 feet; maximum 1 foot
 - c. For buildings with a cross slope, at no point shall the finished floor height be greater than 2 feet above or below grade
 - d. All other uses see Standard 3.4.1.5 Variable Finished Floor Height Standard

3.4.1.5 Variable Finished Floor Heights

1. To create a positive transition between the public and private realm, ensure privacy of residential units, and maintain “eyes on the street,” the finished floor of ground floor residential units, when adjacent to a public right-of-way, shall be within the minimum and maximum heights according to setback distance from back of walk identified in below. On sites with a cross slope greater than 2% along a building façade, the average height of the finished floor and back of walk shall be used. In flood zones, the minimum floor height shall be defined by the Federal Emergency Management Agency (FEMA) flood zone elevation. Special conditions in Section 3.9 supersede this standard.



3.4.1.6 Floor-to-Floor Heights of Active Uses

1. Active Frontage uses shall have a minimum floor-to-floor by use type as follows:
 - a. Storefront Commercial: 15 feet
 - b. Ground Floor Office: 12 feet
 - c. Live/Work: 12 feet

3.5 Access and Parking

Intent

- Locate site entries, parking areas, storage bays, and service areas of buildings to minimize conflicts with adjacent properties, especially residential neighborhoods. Also, parking, storage, and service areas should be sited to minimize their appearance from public rights-of-way. (CD 2-4)
- To minimize the visual impact of parking, loading and service areas, support pedestrian interest along public rights of way and other pedestrian ways, and minimize conflicts between pedestrians and vehicles along key streets.

3.5.1 Vehicle Access + Parking

3.5.1.1 Vehicular Access Hierarchy

1. Parking and service area access shall be provided from the following, in order of preference:
 - a. From an alley.
 - b. In the absence of an existing or proposed alley, access shall be from a driveway shared with a property abutting the development site.
 - c. In the absence of an alley or shared driveway, access shall be from the side/lesser street abutting the development site.
 - d. In the absence of a side street, from a curb cut/driveway along the primary street frontage.

3.5.1.2 Driveways and Curb Cuts

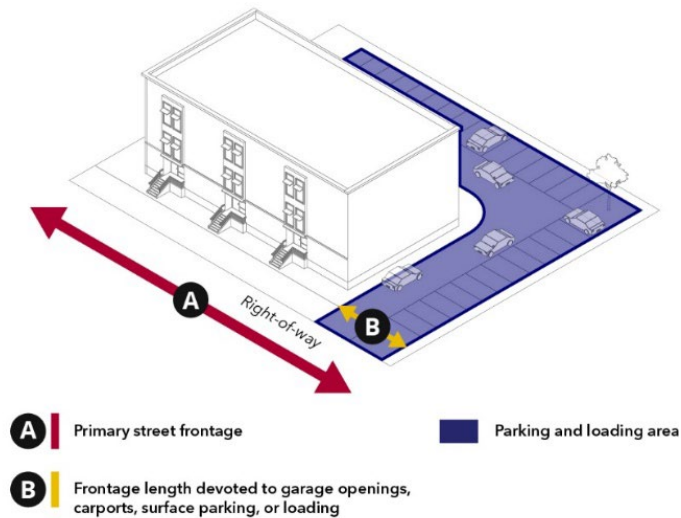
These standards shall apply to driveways and associated curb cuts providing vehicular access to parcels improved with mixed-use and/or multi-family residential development projects. Alley frontages are exempt from these standards.

1. Driveways shall be a minimum of 50 feet from any street intersection. For parcels less than 75 feet wide, driveways shall be located along the lot line farthest from the intersection.
2. Each development project site shall be limited to one curb cut, including driveways and private/service streets, per 250 feet of public street frontage, or two curb cuts per street frontage, whichever is less (unless otherwise required for emergency vehicle access). Mid-block connections are excluded from this requirement.
3. Driveways shall be a minimum of 3 feet from a property line or include a shared driveway access with adjoining parcel.

3.5.1.3 Limitation on Parking and Loading Frontage

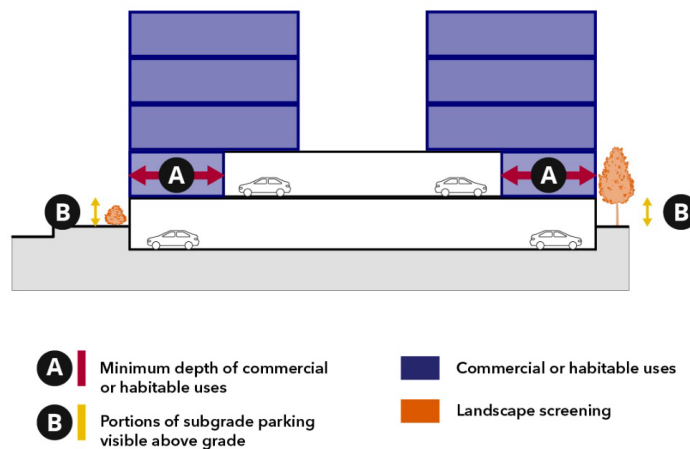
1. Off-street parking, off-street vehicle loading, and vehicular circulation areas other than direct driveway access perpendicular to the street are prohibited between the building and street.
2. No more than 30% of the primary street frontage shall be devoted to garage openings, carports, surface parking, or service/loading entries). This limitation does not apply to frontages along alleys.

3. Entries to structure parking when combined with loading, and utility/service areas shall not exceed 30 feet in width. Vehicle entries shall not exceed 22 feet in width. Alley frontages exempt.



3.5.1.4 Screening for Structured Parking

1. Above grade structured parking levels facing a public right-of-way or Publicly Accessible Open Space/pedestrian pathway, except for vehicular alleys, shall be lined with commercial or habitable uses with a minimum depth of 20 feet or minimum depth of 16 feet for residential units.
2. All portions of partially subgrade parking visible above grade shall not exceed 5 feet in height, shall be architecturally treated no differently than that primary structure and shall be screened with landscape screening (e.g., shrubs, landscaped trellises) a minimum of 3 feet in height and/or crafted ornamental metal screens.



3.6 Landscaping

Intent

- Emphasize landscaping as a fundamental design component, retaining mature landscaping when appropriate, to reinforce a sense of the natural environment and to maintain an established appearance. (CD 1-6)
- Require setbacks and other design elements to buffer residential units to the extent possible from the impacts of abutting roadway. (CD 5-8)
- To use landscape design to create character and identity; enhance the appearance and function of outdoor spaces; encourage pedestrian activity; promote social interaction; enhance or integrate new natural systems; add shade to the urban environment; and provide stormwater management.
- Landscaping should feasibly further sustainability goals and incorporate solutions that are appropriate to the climate, region, and local conditions.

3.6.1 Bay Friendly Planting and Water Conservation

3.6.1.1 Drought-Tolerant Species

1. A minimum of 75% of non-turf landscaped areas shall be planted with native or drought-tolerant planting (as identified in the Bay Friendly Landscape Plant Lists or East Bay MUD Plants and Landscapes for Summer-Dry Climates guide book) to bring interest and beauty to the landscape, support biodiversity, and reduce the need for pesticides and excessive irrigation.

3.6.1.2 Group Plants by Water Use

1. Plants shall be grouped according to their water needs and irrigated separately from other groupings to promote water efficiency.

3.6.1.3 Irrigation and Water Efficiency

1. Required landscape areas shall be supported by a permanent, automatic irrigation system coordinated to meet the needs of various planting areas. Proper irrigation shall be provided for healthy plant growth and maturation and shall be designed to avoid the watering of structures, public pathways, and pedestrian access areas.
 - a. Irrigation systems shall be designed to avoid runoff, excessive low head drainage, overspray, or other similar conditions where water flows or drifts onto adjacent property, non-irrigated areas, pathways, roadways, or structures.
 - b. Low-volume irrigation systems with automatic controllers shall be required. Low-volume irrigation systems include low-volume/high-efficiency sprinkler heads, bubbler, drip irrigation, and soaker hose emitters. Irrigation systems shall be equipped with a meter or submeter and backflow preventer.
 - c. Automatic controllers shall be set to water between 7:00 p.m. and 10:00 a.m. to reduce evaporation.
 - d. An irrigation schedule indicating the four seasons of watering cycles is recommended for all irrigated landscape areas and is required for those projects with a total landscape area of 2,500 square feet or more.

3.6.1.4 *Turf and Synthetic Turf*

1. Turf areas shall be limited to activity or recreation areas. Synthetic turf may be used as a substitute for natural turf for the purposes of water conservation, or in in high activity or foot-traffic areas such as sports fields.

3.6.2 **Non-Plant Materials, Soil, and Mulch**

3.6.2.1 *Non-Plant Material*

1. Crushed rock, mulch, pebbles, stones, and similar non-plant materials shall be allowed up to 50% of the total required landscaping.

3.6.2.2 *Soil Depth*

1. Planting in above grade courtyards shall have a minimum soil depth of 12 inches for ground cover, 20 inches for shrubs, and 36 inches for trees.

3.6.2.3 *Mulch*

1. Landscaped areas shall be top-dressed with a bark chip mulch or an approved alternative to avoid exposed bare soil.

3.6.3 **Parking Lot Landscaping**

3.6.3.1 *Surface Parking Landscape Design*

1. A minimum of 15% of the total off-street open parking area shall be landscaped with a mixture of trees, shrubs, ground cover, and other plant material.
2. Tree wells shall have a minimum 5-foot dimension between parking spaces.
3. For residential parking, contiguous parking spaces shall not exceed 6 spaces without a tree well.
4. For commercial parking, contiguous parking spaces shall not exceed 8 spaces without a tree well.

3.6.4 **Plant Size and Spacing**

1. To achieve an immediate effect of a landscape installation and to allow sustained growth of planting materials, minimum plant material sizes, plant spacing, and minimum planter widths (inside measurements) are as follows:
 - a. All proposed shrubs except accent, color, or ground cover planting shall be a minimum 5 gallons in size, with a 15-gallon minimum size where required for screening. The minimum planter width for shrubs is 3 feet.
 - b. The minimum planting size for trees shall be 15-gallon, with 25% of all trees on a project site planted at a minimum 24-inch box size. Minimum planter area for trees shall be 5 feet by 5 feet.
 - c. Street trees shall be planted at a minimum average of one tree per 25-35 linear feet of sidewalk length.

3.7 Utilities, Service Areas, and Building Equipment

Intent

- To locate and integrate utilities and service areas into building and landscape design in order to minimize impact on the pedestrian experience.

3.7.1 Service Areas, Storage, Utilities, and Equipment

3.7.1.1 Utilities.

1. Utilities shall be placed in underground or subsurface conduits unless otherwise prohibited by the utility provider.

3.7.1.2 Location of Service Areas, Storage, Utilities, and Equipment.

1. All above-ground utilities and equipment (e.g., electric and gas meters, fire sprinkler valves, irrigation backflow prevention devices, etc.), service areas, and storage areas shall be integrated into building and landscape design and located to minimize impact on the pedestrian experience and neighboring properties by following the standards below:
 - a. Utilities and equipment, service, storage, and non-passenger loading areas shall be located inside buildings or on facades other than the Primary Building Frontage, along alleys, parking areas, and/or at the rear or side of building.
 - b. Utilities and equipment, service, storage, and non-passenger loading areas shall be consolidated in single area whenever possible. They shall not be located within minimum setback areas, along mid-block pedestrian connections, within 25 feet of open space areas, within the public right-of-way, and/or within 25 feet of a street corner.
 - c. Backflow preventors shall be located within landscaped setback areas and painted black or dark green to minimize visual impact. Where no landscaped setback areas exist the backflow preventors shall be incorporated into the front of the building to minimize visual obtrusiveness.
 - d. Utilities and ground transformers/meters, mechanical equipment, service, storage, and non-passenger loading areas shall be fully screened from view per Standard 3.4.2.3 Service, Storage, Utilities and Equipment Screening.
 - e. Refuse collection areas to the extent feasible shall be located as far as possible from the residential portion of mixed-use buildings and open space areas. Additional regulations for refuse collection areas can be found in Section 3.4.3 Waste Removal.

3.7.1.3 Service, Storage, Utility, and Equipment Screening.

1. All service and storage areas, utilities, and equipment not housed inside buildings shall meet the following screening standards:
 - a. Screening shall be equal to or higher than the height of the equipment to be screened, unless specified otherwise.
 - b. Screening shall be made of a primary exterior finish material used on other portions of the building, architectural grade wood or masonry, metal, or landscape screening that forms an opaque barrier when planted.

3.7.1.4 Location and Screening of Rooftop Equipment.

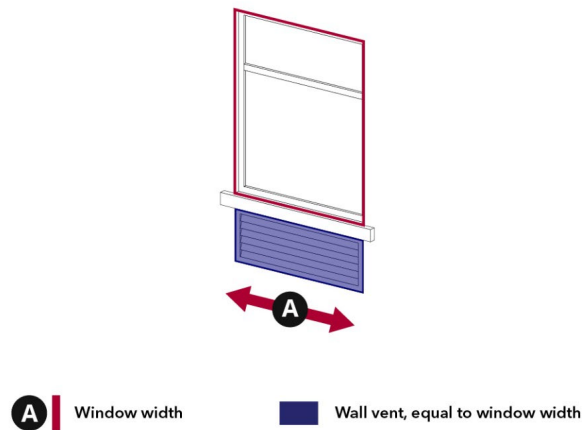
1. Rooftop elements including roof access, mechanical equipment, and other features needed for the function of the building shall be located to minimize visual impact by meeting the following

requirements. Mechanical equipment less than two (2) feet in height, solar panels, wind generators, or green roof features are exempt from these requirements.

- a. Roof-mounted equipment and screening of roof-mounted equipment shall be stepped back from top of parapet a minimum of 10 feet from the parapet or roof edge.
- b. Roof-mounted equipment greater in height than the parapet wall shall be screened to a height equal to the height of the equipment.

3.7.1.5 Vents/HVAC

1. Wall vents shall be of equal width or centered on window, or wall vents shall be of same material as surrounding façade.



3.7.2 Waste Removal

1. This section applies to refuse, organic waste, and recycling areas not accessible to the public, and which are used exclusively by the tenants/owners of the development site. The provisions of this section apply to all development except as follows:
 - a. All non-residential developments.
 - b. Single-family or multi-family residential development projects that do not necessitate communal or shared trash and recycling areas/containers. In such cases, no enclosure structure shall be required, however individual trash and recycling containers shall be stored in such a manner that containers are not visible or screened from public view from the front of the property. Containers may be placed in public view for purposes of collection.

3.7.2.1 Location

1. Refuse, organic waste, and recycling collection areas shall be located inside of buildings or inside of enclosures located along alleys or in parking areas at the rear or side of buildings. Collection areas are prohibited within any required front yard or street side yard, any required parking spaces, and required landscape and open space areas. Refuse, organic waste, and recycling containers shall not be visible from a public street, private street, or pedestrian pathway that has Primary Building Frontages.
2. For multi-building developments, refuse, organic waste, and recycling containers that serve only one building shall be located within that building, so that residents do not need to travel to another building to dispose of waste.

3. Enclosures shall be located a minimum of 10 feet from any structure, 25 feet from any public street, 15 feet from a private street and, in non-residential areas, 20 feet from any residential zoned property line.
4. The location of enclosures shall not conflict with circulation or parking conditions on site. A condition shall not be created where a parked vehicle obstructs access to an enclosure nor where a disposal truck obstructs parked vehicles.

3.7.2.2 *Trash and Recycling Enclosures*

1. Exterior collection areas must be within an enclosure that meets the following standards:
 - a. Enclosures shall be designed to include a concrete slab base that extends to the limits of the exterior on the sides and rear and extends beyond the service gates equal to the enclosure depth.
 - b. Refuse, organic waste, and recycling containers located outside of a building's envelope shall be enclosed within a solid enclosure including a roof.
 - c. Enclosures shall be adequate height to fully screen containers and materials within.
 - d. A pedestrian access and separate access for primary collection shall be provided.
 - e. Trash/recycling enclosures shall be constructed of a primary exterior finish material used on other portions of the building, architectural grade wood or masonry, metal, or decorative block.
 - f. Gates shall be solid metal painted to match the enclosure.
 - g. Concrete curbs, bollards, or wheel stops shall be installed or constructed inside the enclosure to prevent bins from damaging the enclosure. Concrete curbs or equivalent shall protect the exterior of enclosures from adjacent vehicle parking and travel ways.

3.8 **Site Lighting**

Intent

- To create safe, welcoming, well-lighted areas, including building entries, pedestrian pathways and plazas, parking lots and vehicle maneuvering areas; and to minimize excessive illumination on adjoining properties.

3.8.1 **Nuisance Prevention**

1. All outdoor lighting shall be designed, located, installed, directed downward or toward structures, fully shielded, and maintained to prevent glare, light trespass, and light pollution and away from adjoining properties and public rights-of-way, so that no light fixture directly illuminates an area outside of the project site intended to be illuminated.
2. All lights shall be directed, oriented, and shielded to prevent light trespass or glare onto adjacent properties. The light level at property lines shall not exceed 0.3 foot-candles.

3.8.2 **Maximum Height**

1. Freestanding outdoor light fixtures shall not exceed 16 feet in height.

3.8.3 **Fixture Types**

1. All luminaries shall meet the most recently adopted criteria of the Illuminating Engineering Society of North America (IESNA) for "Cut Off" or "Full Cut Off" luminaries.

3.8.4 Minimum Lighting Requirements

1. **Parking Areas.** Lighting in parking, garage, and carport areas shall be maintained with a minimum of one foot-candle of illumination at the ground-level during hours of darkness, with a maximum of four foot-candles. All lighting shall be on a timeclock or photo-sensor system. Lighting used to illuminate parking areas shall be designed and located to prevent light trespass or glare, in accordance with this section. Illumination shall not include low pressure sodium or similar lighting techniques.
2. **Multi-Unit Residential Developments.** Aisles, passageways, and entryways/recesses related to and within the building complex shall be illuminated with an intensity of at least one-quarter foot-candles at the ground level during the hours of darkness.
3. **Non-Residential Developments (or portions of a development).** All exterior doors, during the hours of darkness, shall be illuminated with a minimum of one-quarter foot-candles of light.

3.8.5 Design of Fixtures

1. Fixtures on buildings shall be attached only to walls or eaves, and the top of the fixture shall not exceed the height of the parapet, roof, or eave of the roof.
2. **Accent Lighting.** Architectural features may be illuminated by up-lighting, provided that the lamps are low intensity, and fully shielded such that no glare or light trespass is produced.

3.8.6 Energy Efficiency

1. Outdoor lighting shall utilize energy-efficient fixtures and lamps such as metal halide, hard-wired compact fluorescent, LED, or other lighting technology that is of equal or greater efficiency. All new outdoor lighting fixtures shall be energy efficient with a rated average bulb life of not less than 10,000 hours.

3.9 Standards for Special Conditions and Adjacencies

Intent

- Promote gradual transitions from high density development to surrounding low density neighborhoods in both building forms and land use. (LU 5-2)
- Ensure that new development provides visual and pedestrian and bicycle linkages with local creeks. (CD 10-12)
- Accomplish sound attenuation for development along City streets using building placement and design rather than sound attenuation walls. When sound attenuation walls are located adjacent to expressways or freeways, or railroad lines, landscaping, public art, and/or an aesthetically pleasing and visually interesting design should be used to minimize visual impacts. (CD 6-15)

3.9.1 Adjacency to Lower Density Development

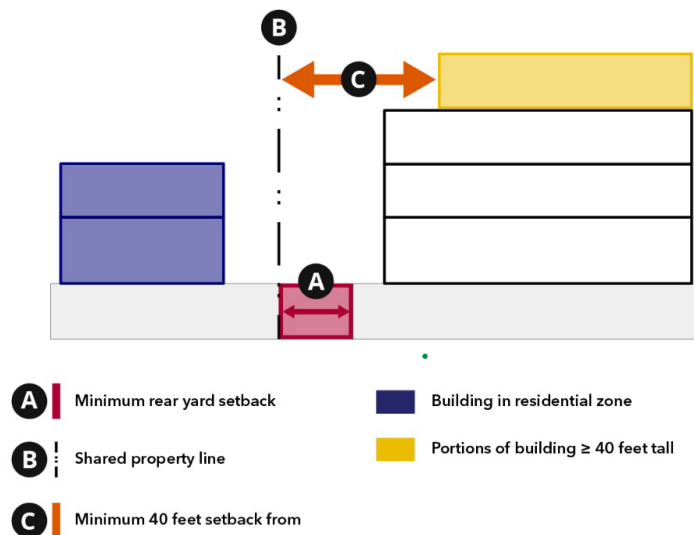
3.9.1.1 Applicability

1. Projects with a property line adjacent to R-1, R-2, and R-3 residential zones. Standards in this section supersede other Objective Design Standards.

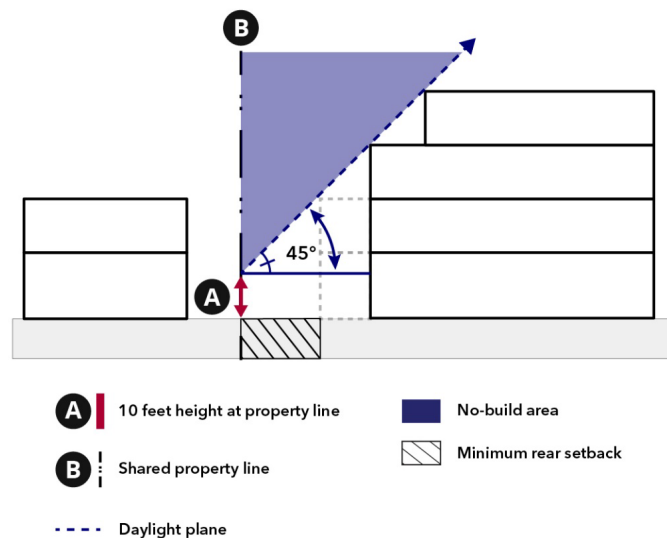
3.9.1.2 Building Setbacks and Height Transitions

1. Buildings greater than 2 stories in height shall have an interior and rear yard setback greater than or equal to the required setback of the adjacent zone along the shared property line(s).

- Portions of the building with a height greater than 40 feet shall be set back a minimum of 40 feet from the shared rear property line and a minimum of 30 feet from a shared interior property line.



- No portion of a building shall be within a 45-degree daylight plane measured perpendicularly from the shared rear property line from a height of 10 feet for the full length of the property line.



3.9.1.3 Planting

- Rear and side yards shall be planted with a minimum of one tree per every 30 linear feet of shared property line. Spacing of trees may vary.
- The maximum distance between two trees shall not be greater than 50 feet. Rear and side yards shall be planted with a minimum of three shrubs per 20 linear feet.

3.9.2 Adjacency to Major Roadways

3.9.2.1 Applicability

1. Projects with primary building frontage adjacent to a Major Roadway defined as a street with three or more travel lanes in each direction. Standards in this section supersede other Objective Design Standards.

3.9.2.2 Building Setbacks

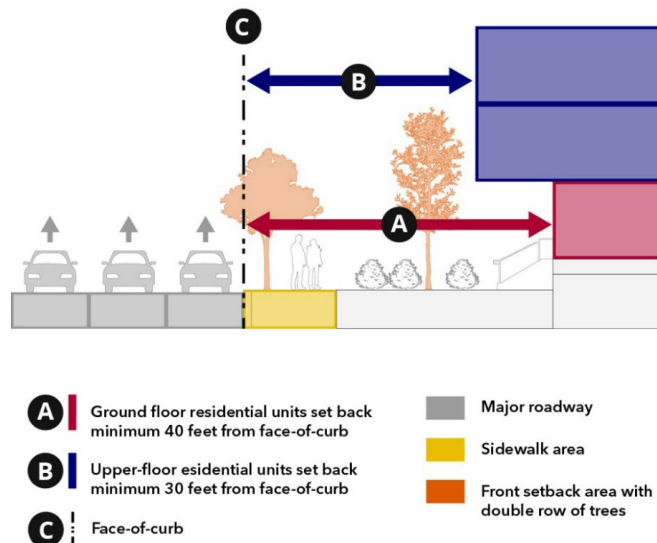
1. All ground floor residential units shall be set back a minimum 40 feet from face-of-curb.
2. All residential units shall be set back a minimum 30 feet from face-of-curb.

3.9.2.3 Residential Ground Floor Finished Floor Height

1. Ground floor residential units fronting a Major Roadway shall have an average finished floor height greater than 4 feet above top-of-curb elevation.
2. Ground floor residential units fronting a Major Roadway shall have a minimum finished floor height greater than 2 feet above top-of-curb elevation.

3.9.2.4 Planting

1. A double row of trees shall be planted between the building and the curb. Each row shall have a minimum of one tree per every 30 linear feet. Spacing of trees may vary.



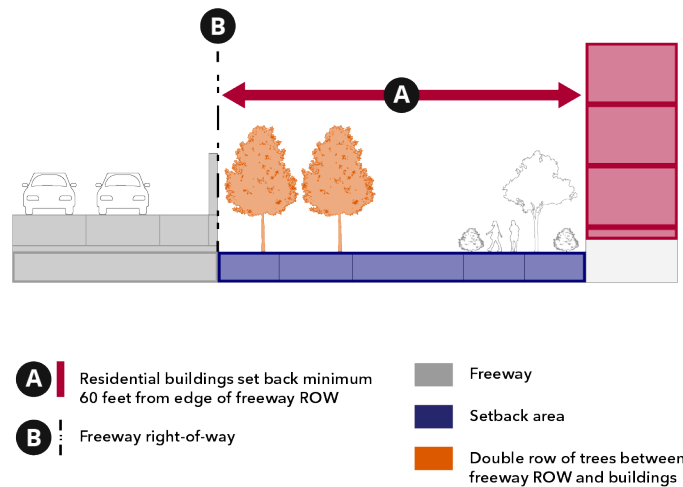
3.9.3 Adjacency to Freeways

3.9.3.1 Applicability

1. Projects adjacent to a freeway.

3.9.3.2 Building Setbacks

1. Residential buildings shall be set back a minimum 60 feet from the edge of a freeway right-of-way.



3.9.3.3 Planting

1. A double row of trees shall be planted within 40 feet of the freeway right-of-way. Each row shall be within 30 feet of each other and have a minimum of one tree per every 30 linear feet. Spacing of trees may vary.
2. Trees shall be selected to be in the top 10% of species to function as air pollutant removal for carbon monoxide and particulate matter. The following trees fit that designation on itreetools.org for Milpitas, *Coast Redwood*, *Deodar Cedar*, *Cork Oak*, *American Elm*, *Atlantic White Cedar*, *Blue Chinese Fir*, *Ribbon Gum Eucalyptus*, *American Basswood*, *California Laurel*, *Evergreen Ash*, *Guadalupe Cypress*, *Swamp Bay*, *Slash Pine*, *Monterey Cypress*, *Northern Hackberry*, *Italian Cypress*, *Red bay*, *Arizona Cypress*, *Cedar Elm*, *Siberian Elm*, *Longleaf Pine*, *California Sycamore*, *Chinese Elm*, *Pacific Madrone*, *Mourning Cypress*, *Digger Pine*.

3.9.4 Adjacency to Railroads

3.9.4.1 Applicability

1. Projects with a property line adjacent to a railway corridor.

3.9.4.2 Building Setbacks

1. All residential buildings shall be set back a minimum 40 feet from the railroad right-of-way.

3.9.5 Adjacency to Natural Areas/Creeks/Channels

3.9.5.1 Applicability

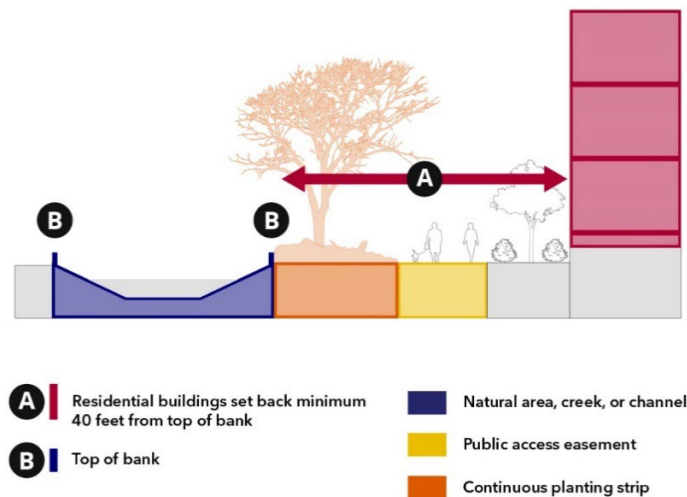
1. Projects with a property line adjacent to natural areas, creeks, and channels.
2. In addition to the standards below, project shall meet Valley Water's Guidelines and Standards for Land Use Near Streams.

3.9.5.2 Building Setbacks

1. All buildings shall be set back a minimum of 40 feet from the top of the bank of channel.

3.9.5.3 Open Space and Public Access Easements

1. Where a public path is not located between the building and top of bank, a 12-foot-wide public access easement shall be located within the first 30 feet depth from the adjacent property line and be consistent with the Ped/Bike & Trails Plan.



3.9.5.4 Planting

1. A continuous planting strip with a minimum width of 12 feet and a length greater than 80% of the length of the property line shall be located between the building and top of bank.
 - a. Trees shall be planted at a minimum of one tree per every 30 linear feet. Spacing of trees may vary.
2. A minimum of 60% of the site area between buildings and the property line adjacent to the natural area, creek, or channel shall be landscaped.
3. Plantings shall be selected to support a Riparian Complex ecosystem and shall include a mix of the following:
 - a. *Trees: Bigleaf maple, Boxelder maple, White alder, California sycamore, Fremont cottonwood, Red willow, Arroyo Willow; Shrubs/Small Trees: Blue elderberry, Red osier dogwood, California grape, California rose, Common snowberry, Hazelnut.*
 - b. *Herbaceous Understory: California blackberry, Common rush, Tall flatsedge, Virgin's Bower, Seep monkeyflower.*

4 Building Design

Purpose

- To set standards to refine the building massing and form through façade modulations
- To set standards for transitions to lower scale development
- To set standards for façade articulation to create human-scaled architecture.
- To set standards to create visual interest and placemaking through building design

Intent

- To mediate the scale, massing, and bulk of buildings to reflect a human scale and enhance the pedestrian experience through building modulation and reductions in mass of upper floors.
- To create cohesive and well-crafted building façades with human-scaled details that provide visual interest to pedestrians, incorporate passive green design elements, and promote high-quality design.
- To guide building massing to respond to the scale of people and the building's context; avoid overly massive or monolithic structures; and encourage variation on large façades to promote pedestrian interest.

4.1 Small and Medium Building Types

4.1.1 House-like/Multiplex (S)

4.1.1.1 Duplex (S) (2 units)

Duplexes are small house-like buildings with two units that may be stacked or side-by-side. The units may be accessed through a shared entry or individual unit entries.

4.1.1.2 Triplex/Fourplex (S) (3-4 units)

Triplexes and fourplexes are walk-up buildings featuring 3 to 4 dwelling units that typically share a single entry or feature individual unit entries along the front façade. Dwelling units may be oriented side-by-side and/or are stacked atop one another.

4.1.1.3 Cottage Cluster (S) (3 or more units)

Cottage Clusters are composed of several attached or detached buildings configured around a central common open space. The common open space serves as a circulation space that opens onto a public-right-of-way. Cottage clusters feature 3 or more units, with individual entryways opening directly onto the central open space or directly onto the abutting right-of-way.

4.1.2 Middle Housing (M)

4.1.2.1 Rowhouse (M) (attached)

Rowhouses are attached single-family units that share a common wall. Rowhouses consist of 1 to 2 units per building and are typically configured into clusters of 2 to 10 individual units.

4.1.2.2 Courtyard Housing (M) (3 or more)

Courtyard Housing is characterized as a building or series of buildings featuring a central, shared courtyard that is accessible by several attached units that can be arranged side-by-side or stacked. The courtyard represents a common open space that is oriented towards the public-right-of-way or designed as an interior space that

utilizes side and rear setback areas. Courtyard Housing features between 3 or more units and can either feature individual entrances or shared entryways that open into the courtyard.

4.1.2.3 Multiplex Apartment Building (M) (5 or more units)

Multiplex Apartment Buildings are single buildings featuring 5 or more dwelling units that typically share an entry or feature individual unit entries along the front façade. Multiplex Apartment Buildings feature dwelling units that are generally accessed through a shared elevator and corridor.

4.1.2.4 Low-Rise Multifamily (L)

Low-rise multifamily developments are generally made up of two or more buildings of two to four stories organized around shared parking and amenities. Unit types may include multilevel townhomes, stacked flats, or a combination of both.

4.1.3 Design Standards (S + M)

4.1.3.1 Development Standards Table

- The following table outlines development standards for Small (S) and Medium (M) building types. These standards apply to the design of each building type. If the standards below contradict development standards in the municipal code, the municipal code shall take precedence.

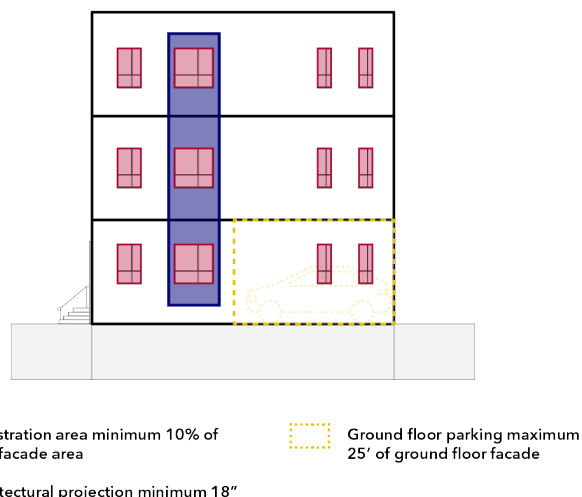
	Small (S)			Medium (M)			
	Duplex (2du)	Triplex/ Fourplex	Cottage Cluster	Rowhouse	Courtyard (3+ du)	Multiplex (5+ du)	Low-Rise Multifamily
1. Building Massing							
Building Width	Maximum: 50 feet	Maximum: 60 feet	Maximum: 40 feet	Minimum: 16 feet Maximum: 30 feet Combined Maximum: 160 feet	Maximum Wing Width: 40 ft	Maximum: 80 feet	Maximum: 200 feet
2. Usable Open Space*							
Usable Open Space per Unit	300 sf (minimum)	200 sf (minimum)	300 sf (minimum)	200 sf (minimum)	200 sf or minimum required by zone; whichever is greater	50 sf per unit or minimum required by zone; whichever is greater.	150 sf per unit or minimum required by zone; whichever is greater
Usable Open Space as Private Open Space		100 sf per unit (minimum)	100 sf per unit (minimum)	100 sf per unit (minimum)	80 sf per unit (minimum)		50% of units: 50 sf per unit (minimum)

4.1.3.2 Façade Modulation and Articulation

1. **Modulation.** Residential buildings shall employ at least two of the following building modulation strategies:
 - a. Varied roof form, such as changes in roof height, offsets, change in direction of roof slope, dormers, parapets, etc.
 - b. Use of balconies, front porches, overhangs, or covered patios.
 - c. Projections, offsets, and/or recesses of the building wall at least one foot in depth, such as bay windows, chimneys, brackets, and cornices.
2. **Articulation.** All building elevations that face a street, pedestrian pathway, or common open space shall employ varied façade articulation of wall surfaces. Facades shall incorporate at least three of the following features, consistent in design style, which provide articulation and design interest:
 - a. Variation in texture or material, provided all exterior wall textures and materials are consistent with the overall architectural style of the dwelling.
 - b. Building base (typically bottom three feet) that is faced with a stone or brick material or is delineated with a channel or projection.
 - c. Railings with a design pattern and materials such as wood, metal, or stone which reinforces the architectural style of the building.
 - d. Decorative trim elements that add detail and articulation, such as door surrounds with at least a two-inch depth, decorative eave detailing, belt courses, etc.
 - e. Decorative window elements such as, lintels, shutters, window boxes, etc.; and
 - f. Roof overhangs at least 18 inches deep.

4.1.3.3 End Units

1. Any building with the Primary Façade and building entry facing a street or pathway perpendicular to a public street right-of-way, private street, or publicly accessible pathway shall meet the following standards:
 - a. The End Unit building façade shall have a fenestration area greater than 10% of the façade area.
 - b. The End Unit building façade facing shall have at least one architectural projection that projects a minimum of 18 inches from the street facing façade (example: bay windows, a chimney shown on the exterior of the house) with a minimum width of two feet.
 - c. Ground floor parking may not exceed 25 linear feet of an End Unit's ground floor façade.



4.1.3.4 Entries

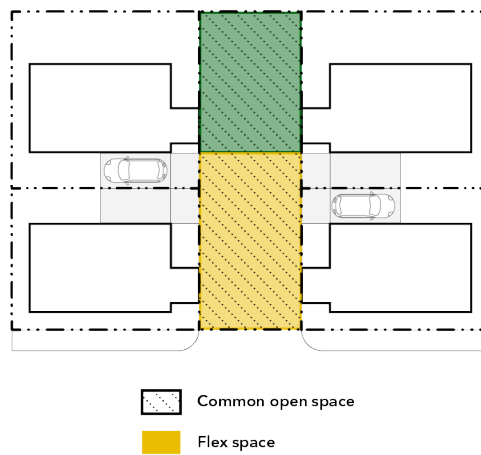
1. For multifamily residential buildings with up to 8 units and not exceeding 40 feet in width, the Primary Building Entry may be located on the side of the building not facing the public right-of-way if a publicly accessible pedestrian pathway connects directly to a forecourt or front porch with a minimum dimension of 6 feet.

4.1.3.5 Parking + Access

1. Front-loaded parking for (S) and Rowhouse Building Types:
 - a. Garage doors that face the street shall not occupy more than 50% of the width of any street-facing building façade. This limitation does not apply to frontages along alleys
 - b. Garage door shall be located a minimum 5 feet behind Primary Façade
 - c. Shall have a unit entry that fronts a publicly accessible sidewalk or pedestrian pathway

4.1.3.6 Open Space Quality

1. Cottage Clusters
 - a. **Common Open Space.** Common usable open space is not required for projects with less than 5 units. For projects 5 units and over, 200 sf per unit may be combined to provide a common open space area, provided that each unit also has at minimum 100 sf of private open space. At least 50% of the units in the development site cluster must abut the common open space.
 - b. Common open space serving three or more units shall be abutted by units on at least two sides.
 - c. No unit shall be located further than 60 feet from a common open space.
 - d. Common open space shall not be divided into more than two separate areas with one area of at least 1,000 square feet.
 - e. No dimension shall be less than 20 feet.
 - f. Common open space may include setback areas if they are a minimum of 15 feet wide and the other provisions in this section are met.
 - g. **Flex-Space.** A maximum of 50% of required common open space may be provided as flex-space. Flex-space is a hard-surface, multi-use outdoor area that may simultaneously provide vehicle access and maneuvering, common open space for residents, and pedestrian access. Flex-space shall not be used for private or shared surface parking. Flex-space may not be located in required interior setback areas.



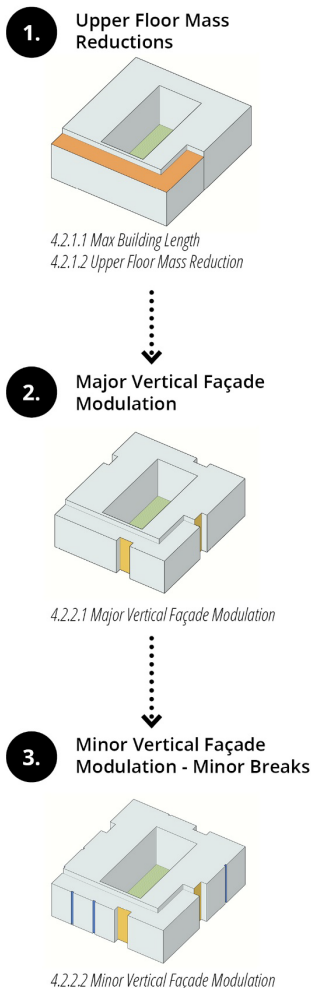
2. Courtyard Buildings
 - a. Common open space shall include at least one courtyard open to the street and defined on three sides by building
 - b. Width: minimum 25 feet or 40% of depth; whichever is greater, for buildings greater than 3 stories in height, Section 6.2 Common Open Space requirements supersede.
 - c. Depth: minimum 40 feet
3. Middle Housing (M)
 - a. Projects exceeding 20 units shall provide a minimum of one Common Open Space with minimum dimension of 40 feet by 40 feet.

4.2 Large and Extra-Large Building Types

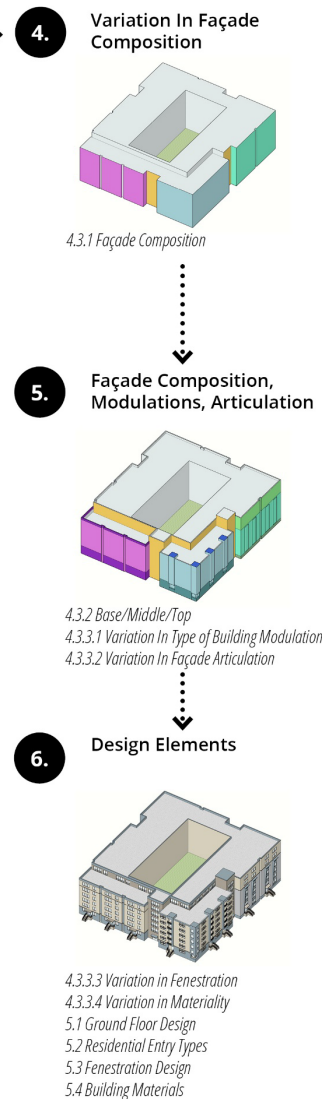
Application of Design Standards

The following flow chart outlines the design standards for Large and Extra-large building types. The standards are organized to review a building's compliance starting with overall massing and form including massing reductions, breaking long building facades, and providing articulation and minor façade breaks to create a human scaled residential rhythm and pattern to the building. The second category overlays façade design including façade composition, variations in façade design strategies, defining a base/middle/top, and adding human-scaled details. The design standards meant to create a holistic approach to building design and build on one another with different design strategies being able to meet multiple standards.

MASSING + FORM



FAÇADE DESIGN



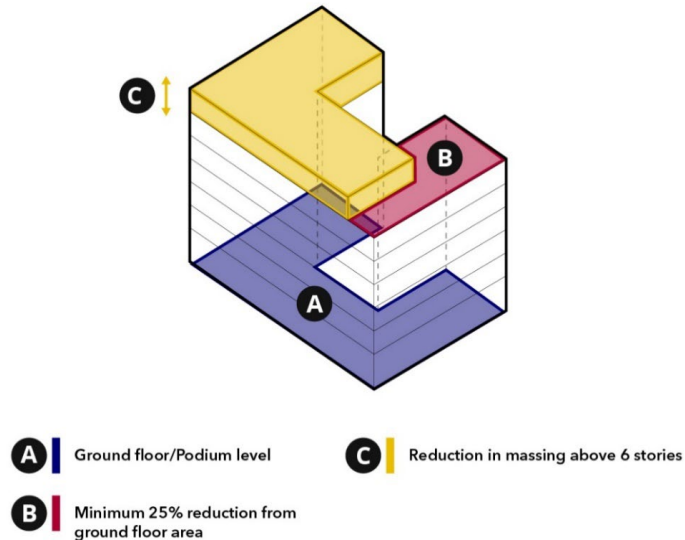
4.2.1 Massing and Form (L) (XL)

4.2.1.1 (L) Maximum Building Length

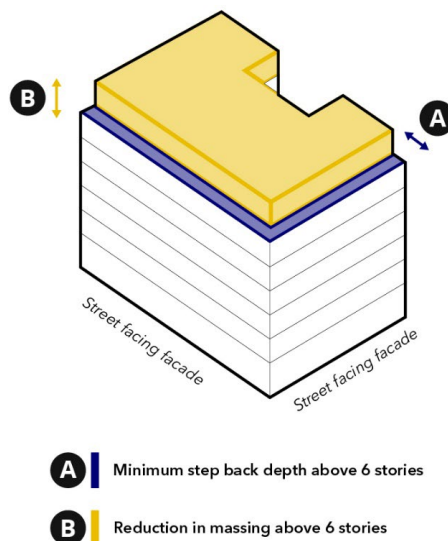
1. Buildings shall not exceed 380 feet in length or width.

4.2.1.2 Upper Floor Mass Reductions (L) (XL)

1. Buildings greater than 6 stories in height shall provide a variety in building heights and reduce the massing of upper floors through one or more of the following techniques:
 - a. Building floorplates located at a height 6 stories or greater shall have a floor area less than 75% of the ground floor area or the building floor area of the Podium Level, whichever is less.



- b. Stepped back façade of floors above 6 stories for a minimum 60% of dimension of all façades facing a public right-of-way, private street, or publicly accessible pedestrian pathway. Step back shall be a minimum of 6 feet in depth.



4.2.1.3 (XL) High-rise Buildings

4.2.1.3.1 Maximum Floorplate

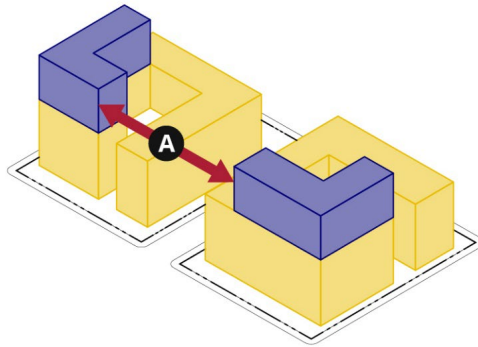
- For portions of a building above 8 stories in height, the maximum floor area per floor shall not exceed 16,000 sf.

4.2.1.3.2 Maximum Building Length

- Portions of a building above 8 stories in height shall not exceed 160 feet in length.

4.2.1.3.3 Tower Separations for High-rise Buildings

- Any portion of a building over 8 stories in height shall be a minimum 120 feet from all other buildings over 8 stories in height regardless of whether the adjacent building is on the same or different parcel.



Minimum 120 feet distance
between building massing



Portion of building over 8 stories

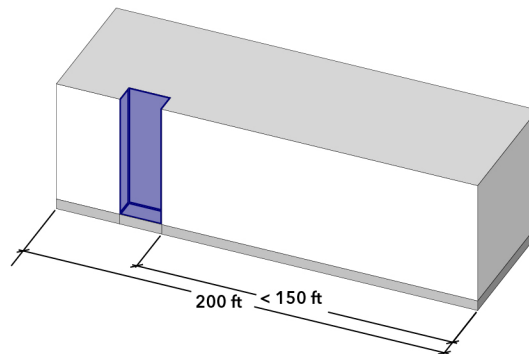


Residential building

4.2.2 Façade Modulation

4.2.2.1 Major Vertical Façade Modulation

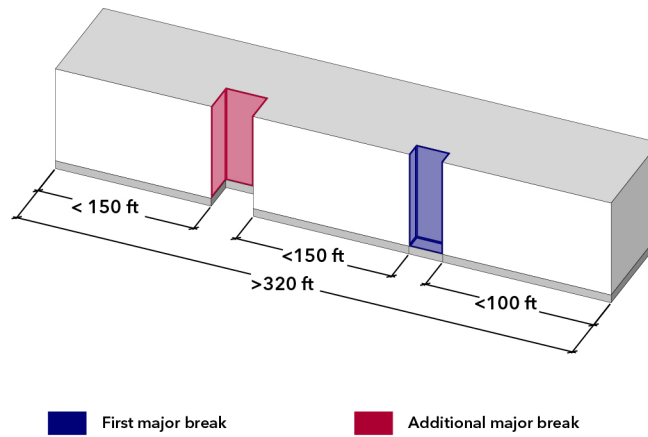
- Exterior facing building facades shall meet the following standard for Major Break(s):
 - Building shall have a major break at least every 150 feet of building length.



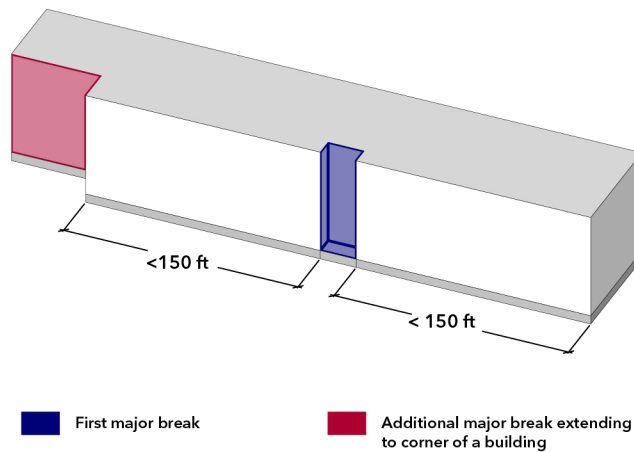
Major break

- The first major break required shall be a minimum 20 feet wide and 10 feet deep.

- c. If a building requires additional major breaks, they shall be a minimum 25 feet wide and 20 feet deep.



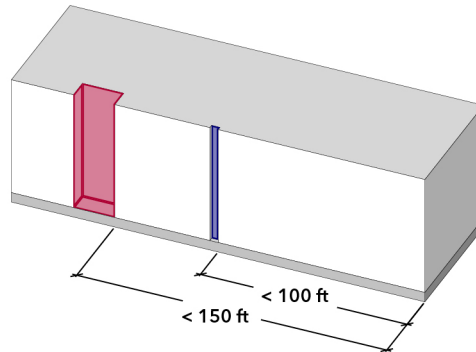
- d. A major break may extend to the corner of a building with a maximum width of 50 feet.



- e. A major break shall extend from the finished ground floor through the full height of the building including breaking the roof plane.

4.2.2.2 Minor Vertical Façade Modulation

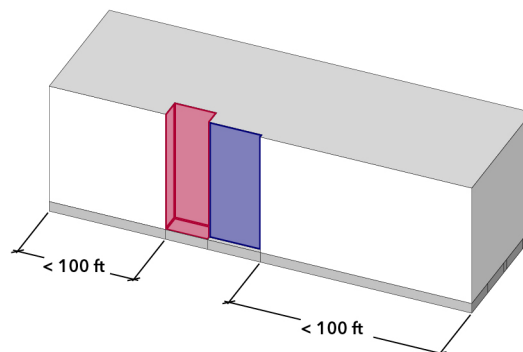
1. Façade planes shall choose one of the following minor vertical façade modulations for Minor Break(s):
 - a. **Minor Breaks.** Façade planes shall not exceed 100 feet in length as measured from façade break (major or minor) to façade break or corner of a building.



■ Minor break

■ Major break

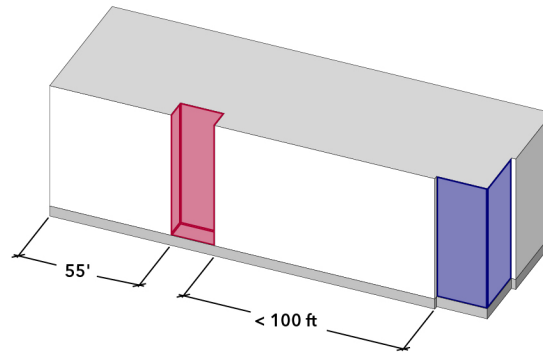
- i. Minor breaks shall be a minimum 2 feet deep.
- ii. Minor breaks shall be a minimum 4 feet wide and a maximum 25 feet wide.
- iii. A minor break may extend from the edge of a major break or the corner of a building.



■ Minor break extending from edge of major break

■ Major break

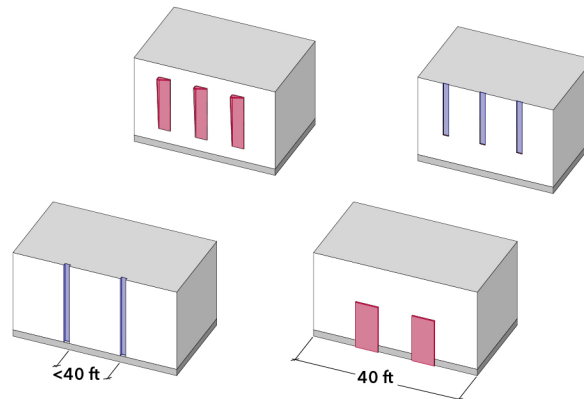
- iv. A minor break shall extend from the top of the ground floor through the full height of the building including breaking the roof plane.



■ Minor break extending to corner of a building ■ Major break

- b. **Vertical Rhythm and Pattern:** Façade planes exceeding 40 feet in length shall express a vertical rhythm and pattern that reflects the size and scale of a residential unit and/or individual rooms and spaces through meeting the following standards:

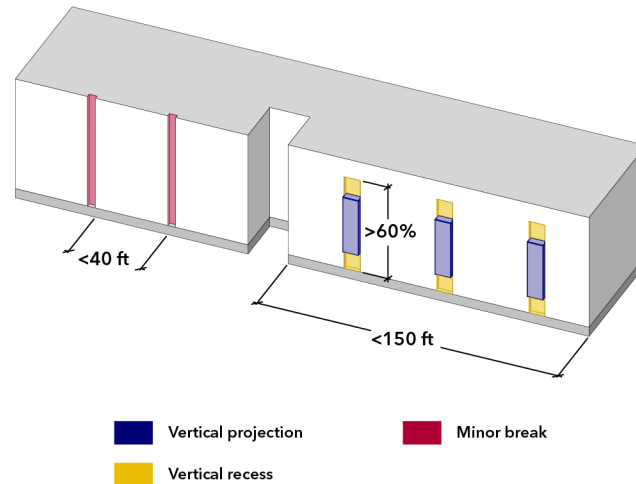
- i. A vertical recess or projection shall occur at a minimum of 1 per 40 feet of linear façade length.
- ii. Vertical recess or projection shall have a minimum depth of 6 inches.
- iii. Shall occur for a minimum of 60% of the residential façade height.



■ Vertical recess, minimum 6" depth ■ Vertical projection, minimum 6" depth

c. **Minor Modulations.**

- i. Projection or recess with a minimum depth of 2 feet, minimum width of 8 feet, and spans a minimum of 60% of the façade height.
- ii. At least one projection or recess shall occur every 40 feet.



4.3 Façade Design (L)(XL)

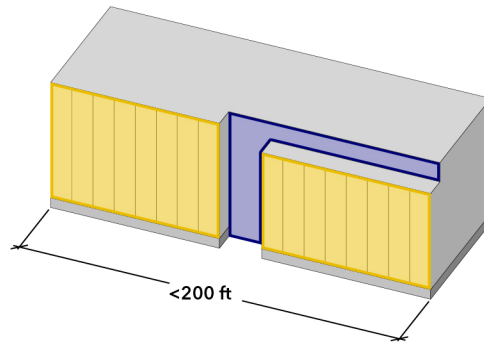
Intent

- To create cohesive and well-crafted building façades with human-scaled details that provide visual interest to pedestrians, incorporate passive green design elements, and promote high-quality design.
- Encourage architectural elements that contribute to a building's character, aid in climate control, and enhance pedestrian scale. (CD 11-4)
- Where a vertical mix of uses occurs, retail, restaurants, and other active uses should be located on the ground floor, with residential and/or office uses above. Also, encourage complementary architectural detailing that differentiates each use. (CD 3-12)

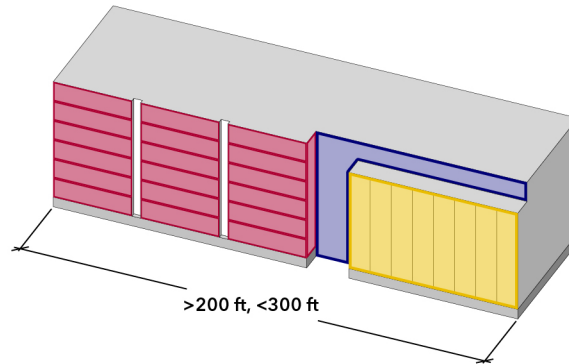
4.3.1 Façade Composition

1. Each building façade greater than 100 feet in length shall include a minimum of two distinct façade compositions. For every additional 100 feet of building façade, an additional distinct façade composition is required.
 - a. Each distinct façade composition shall have a total combined façade area greater than 10% of the overall façade area.

- b. Each distinct façade composition shall meet the Variation in Façade Composition Standards (4.3.3) to be distinct from the other façade composition.



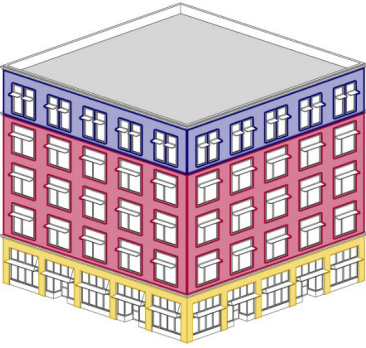
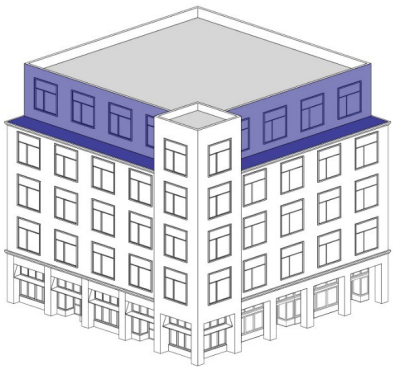
Distinct facade composition, where ■ and ■ are both greater than 10% of total building facade



Distinct facade composition(s) where ■, ■, and ■ are each greater than 10% of total building facade

4.3.2 Base/Middle/Top

1. Buildings three stories or taller and a building length greater than 50 feet shall be designed to differentiate a defined base or ground floor, a middle or body, and a top, cornice, or parapet cap. This standard applies to all exterior facing facades.

Example Diagrams of Base/Middle/Top Standards	
Variation in Façade Composition A	Datum Lines
 Distinct facade composition(s) differentiating base, middle, top	 Datum lines along entire length of building with change in material
Variation in Façade Composition B	Upper Floor Step Backs
 Distinct facade composition(s) differentiating base, middle, top	 Upper floor(s) step back
Distinct Roof Form	
 Variation in roof/building height	 Distinct roof form

4.3.2.1 Building Base

1. A building's base shall be defined or differentiated from the middle/body by using one of the following techniques: (apply at least two)
 - a. Have a distinct façade composition from the base floor(s) to middle/body floors by meeting the standards for a Variation in Façade Composition: Section 4.3.2
 - b. Datum line or cornice between the base floor(s) and middle/body floors that:
 - i.) Is a different material from the middle/body floors
 - ii.) Has a minimum height of 4 inches and a minimum depth of 4 inches
 - c. Floor-to-floor height of the ground floor increase of a minimum 2 feet greater than middle/base floor-to-floor heights.

4.3.2.2 Building Top

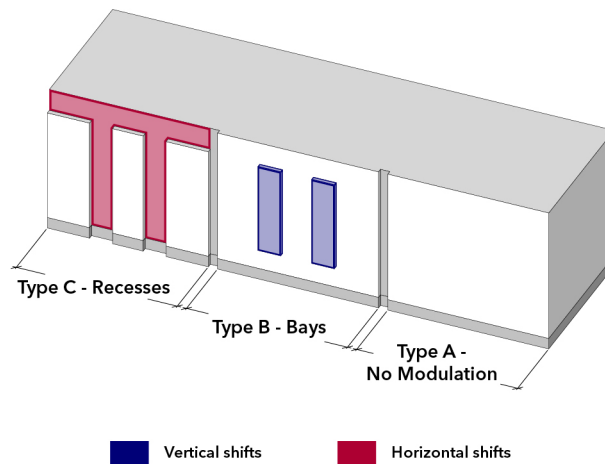
1. A building's top shall be defined or differentiated from the middle/body by using two or more of the following techniques: (apply two or more)
 - a. Have a distinct façade composition from the middle/body floors to the top floor(s) by meeting the standards for a Variation in Façade Composition: Section 4.3.2
 - b. Datum line or cornice between the middle and top floor(s) that include:
 - i. A change in material from the façade
 - ii. A minimum height of 4 inches and a minimum depth of 4 inches
 - c. Upper floor(s) step back with a minimum depth of 2 feet and a maximum depth of 15 feet for a minimum 70% of the façade length.
 - d. Distinct roof form or roof line. (apply one)
 - i. Cornice or parapet cap that includes:
 1. a change in material from the façade
 2. a minimum height of 8 inches and a minimum depth of 4 inches
 - ii. Eave/roof overhang with a minimum depth of 6 inches
 - iii. A variation in roof/building height through building modulation: (examples: Bays that extend above Primary Façade height)
 1. Variation in roof/building height shall occur for a minimum 30% of the Building Façade Length.
 2. Change in roof/building height shall be a minimum of 2 feet of change from Primary Façade.

4.3.3 Variation in Façade Composition

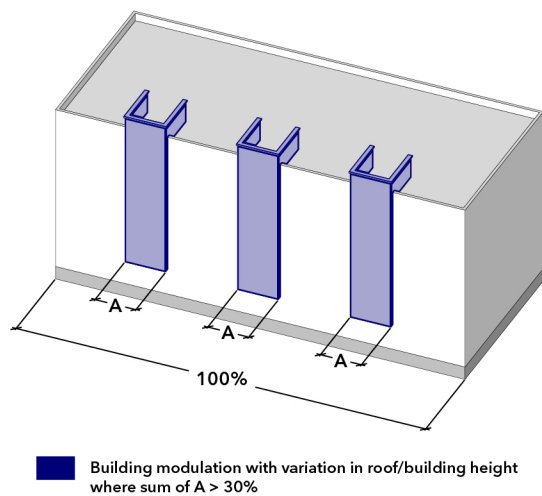
1. A variation in Façade Composition shall include a variation in at least two of the following:
 - a. Variation in Building Modulation,
 - b. Variation in Façade Articulation,
 - c. Variation in Fenestration, and
 - d. Variation in Materiality.

4.3.3.1 Variation in type of building modulation (minimum of one, if option selected)

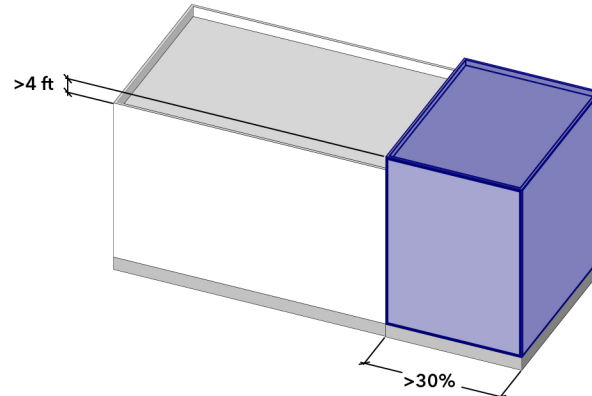
1. Variation in type of building façade modulation patterns and form. Building modulations shall include horizontal shifts that include changes in floor plates that project and/or recess with a minimum average depth of 12 inches, changing the Primary Plane of the façade for a minimum 20% of the Façade Plane area.



2. A variation in roof/building height through building modulation: (examples: Bays that extend above Primary Façade height)
 - a. Variation in roof/building height shall occur for a minimum 30% of the Building Façade Length.



- b. Change in roof/building height shall be a minimum of 4 feet of change from Primary Façade.



Variation in roof/building height

4.3.3.2 Variation in Type of Façade Articulation (minimum of one, if option selected)

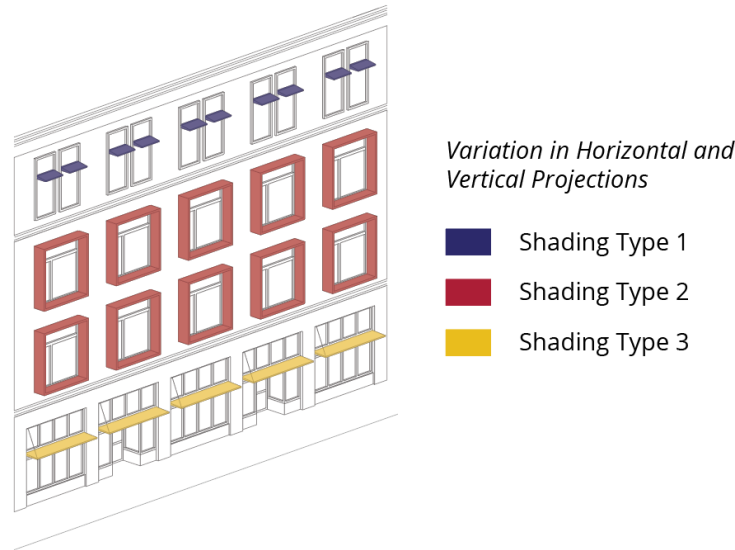
1. Variation in horizontal and/or vertical recesses or projections such as a pattern of recessed grouping of windows, recessed panels, bay windows or similar strategies. The recess or projection shall be a minimum six inches in depth.



Variation from Top to Middle + Middle to Bottom

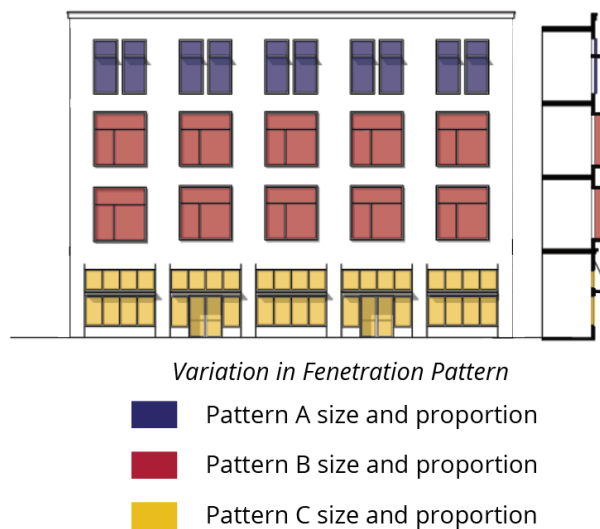
- A Horizontal projection
- B Vertical projection
- C Horizontal recess

2. Variation in horizontal and/or vertical projections such as shading and weather protection devices, decorative architectural details, or similar. Variation in at least 2 of the following:
 - a. Size
 - b. Proportions
 - c. Pattern
 - d. Depth or projection



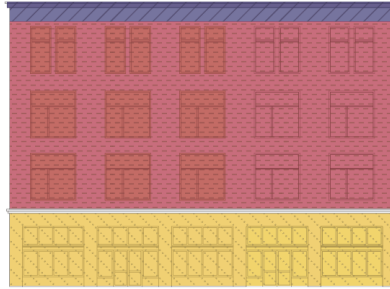
4.3.3.3 *Variation in Fenestration*

1. Variation in at least 2 of the following on the primary façade:
 - a. Fenestration size
 - b. Proportions
 - c. Pattern
 - d. Depth or projection



4.3.3.4 Variation in Materiality

1. Variation in 2 of the following on the primary façade:
 - a. Façade material
 - b. Material size
 - c. Texture and pattern
 - d. Color



Variation in two of the following on the primary facade

-  Top material composition
-  Middle material composition
-  Base material composition

Examples of Variation in Façade Composition

4.3.3.1.a



Baxter Building, Oakland, CA
Brick

-  Variation in vertical shifts
-  Variation in horizontal shifts

4.3.3.1.b



Baxter Building, Oakland, CA
Brick

- Primary building facade
- Change in roof/building height

4.3.3.2



Baxter Building, Oakland, CA
Brick

- Variation in vertical projection
- Variation in horizontal recess
- Variation in vertical recess

4.3.3.3 + 4.3.3.4



- Variation in fenestration
- Variation in facade material

Baxter Building, Oakland, CA
Brick

5 Building Elements

5.1 Ground Floor Design

Intent

- To create inviting and interesting ground floors that enhance the pedestrian realm and to create places for people to gather and spend time outdoors.
- To create a transition between public and private space.

5.1.1 Building Entries (M)(L)(XL)

5.1.1.1 Primary Building Entry

1. The Primary Building Entry for multifamily buildings shall face a public right-of-way or a publicly accessible pedestrian pathway.
2. Primary building entries shall be scaled proportionally to the number of people served. Building entries inclusive of doorway and adjacent façade plane shall meet the following minimum width and depth from Primary Façade dimensions:
 - a. Individual residential entries: See Section 5.2
 - b. Multifamily entries (9 or more units): width: 10 feet; depth: 3 feet
 - c. Upper floor commercial entries: width: 15 feet; depth: 5 feet
3. Primary entries for multifamily entries (9 or more units) and commercial entries shall have a minimum 60% transparent glazing between 3 and 7 feet in height for the required entry width.
4. Building lobbies for primary entries for (M) and (L) building serving more than 9 units shall include direct access to a stairwell to provide an alternative to elevators.
 - a. Stairwell shall be visible from lobby area.
 - b. Stairwell shall include natural light.
 - c. Stairwell may be open air.



BSS Brannen, San Francisco, CA
David Baker Architects, Image: Bruce D'Amonte

Stairwell adjacent to Residential Lobby

5.1.1.2 Storefront/Retail Entries

1. Entry doors shall have a minimum width of 3 feet.
2. Primary entries shall be setback a minimum 3 feet from back of walk or the minimum depth necessary to prohibit door swings from entering public right-of-way or effective sidewalk width.
3. Primary entries shall include weather protection that is a minimum 6 feet wide and 4 feet deep by recessing the entry, providing an awning, or using a combination of these methods.

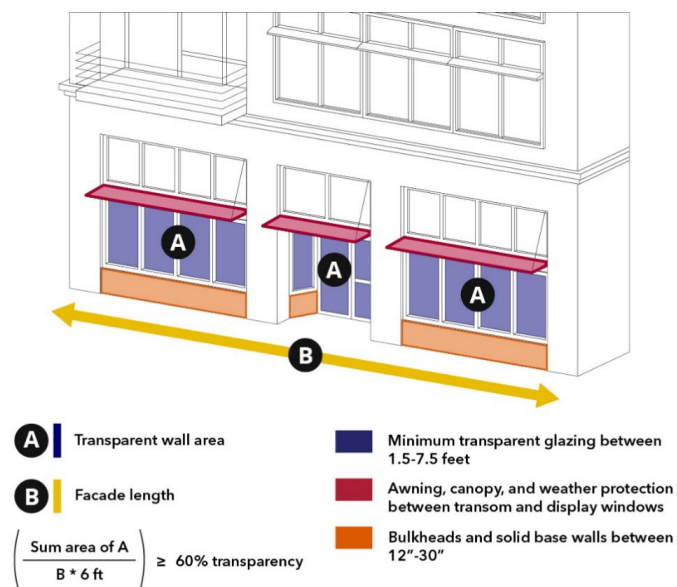
5.1.1.3 Individual Residential Unit Entries

1. For buildings with 9 or more ground floor units, a minimum of 80% of the ground floor residential units that face a public right-of-way or publicly accessible path, or open space shall have a unit entry with direct access to the sidewalk, path, or open space. (Senior units or other deed-restricted units for special populations are exempt)
2. Ground floor residential entries shall be designed to section 5.2 Residential Unit Entry Types standards.
3. Ground floor residential entries shall include weather protection that is a minimum 4 feet wide and 3 feet deep by recessing the entry, providing an awning, or using a combination of these methods.

5.1.2 Ground Floor Façades

5.1.2.1 Ground Floor Storefront/Retail Façades

1. Storefront/retail façades shall have a minimum 60% transparent glazing between 1.5 and 7.5 feet in height.
2. Transparent glazing shall be maximum 15% reflective, visible light transmittance greater than 80%, and without tint or coloration in the glass substrate.
3. Bulkheads and solid base walls: If provided, shall measure between 12 and 30 inches from finished grade.
4. Awnings, canopies, and weather protection: When transom windows are above display windows, awnings, canopies, and similar weather protection elements shall be installed between transom and display windows. These elements allow for light to enter the storefront through the transom windows and allow the weather protection feature to shade the display window. Awnings may be fixed or retractable.



5.1.2.2 Ground Floor Non-residential Façades

1. Façades shall have a minimum 50% transparent glazing between 3 and 7.5 feet in height above finished floor.
2. Transparent glazing shall be maximum 50% reflective, visible light transmittance greater than 80%, and without tint or coloration in the glass substrate.

5.1.2.3 Ground Floor Residential Façades

1. Façades shall have a minimum 30% transparent glazing between 4 and 7.5 feet in height above finished floor.
2. Transparent glazing shall be maximum 50% reflective, visible light transmittance greater than 80%, and without tint or coloration in the glass substrate.

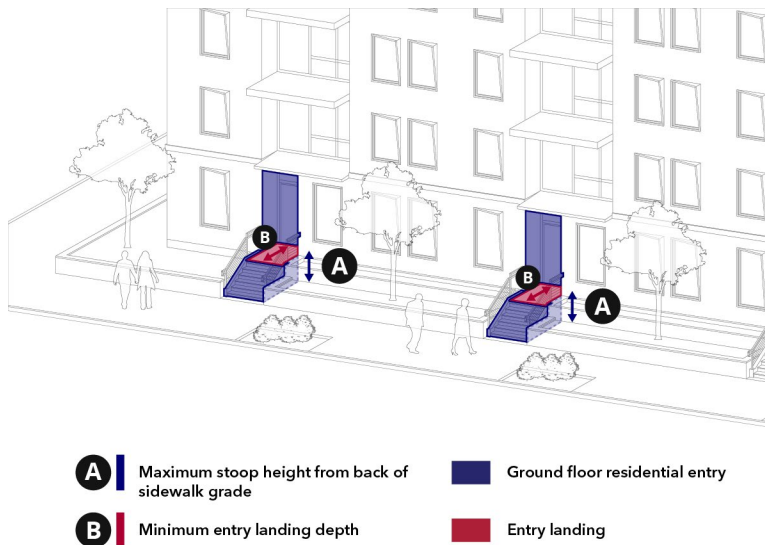
5.2 Residential Unit Entry Types

Intent

- Private entries into ground floor residential units shall be designed to provide human-scaled detailing, enhanced pedestrian experience, transition between public and private space, spaces for residents to gather and spend time outdoors, and resident privacy

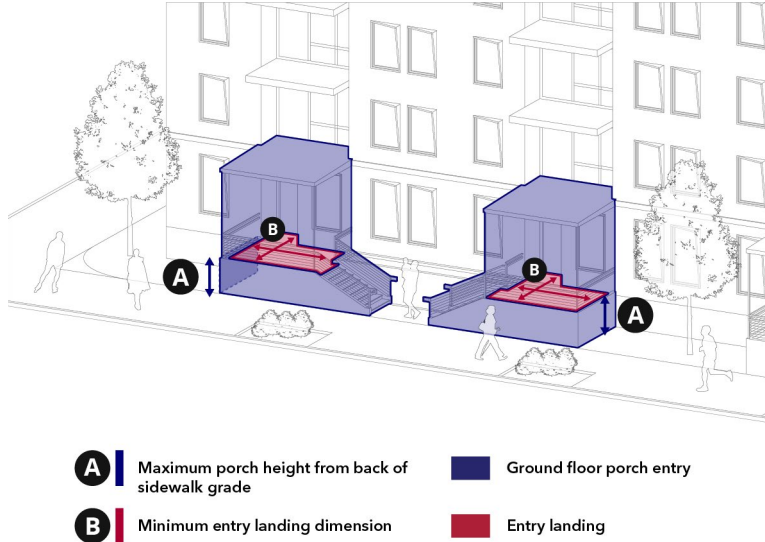
5.2.1 Stoop Entry

1. Stoops shall provide entry access for a maximum of two units.
2. Stoop heights shall be within 1 step of finished floor height of adjacent unit.
3. Stoop entry landings shall be a minimum 4 feet in depth and width.



5.2.2 Porch Entry

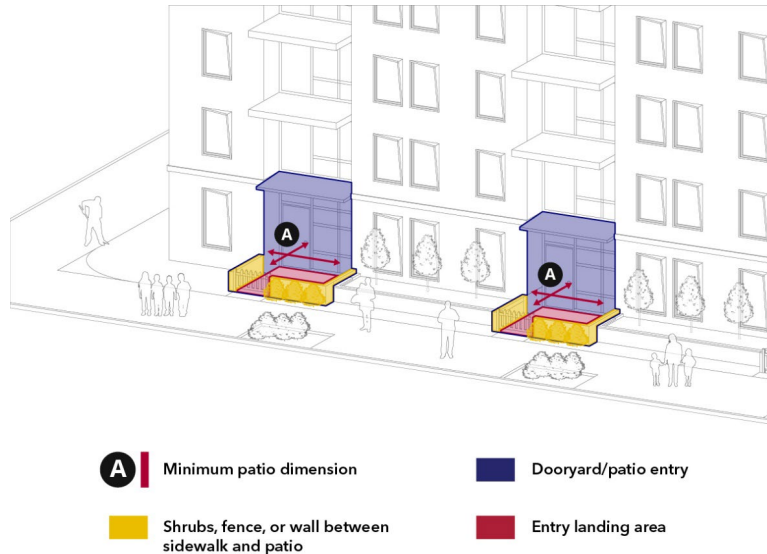
1. Porches shall provide entry access for a maximum of one unit.
2. Porches shall have a minimum dimension of 6 feet in depth and width.
3. The maximum porch floor height from the back of sidewalk grade shall be 5 feet.



5.2.3 Dooryard/Patio Entry

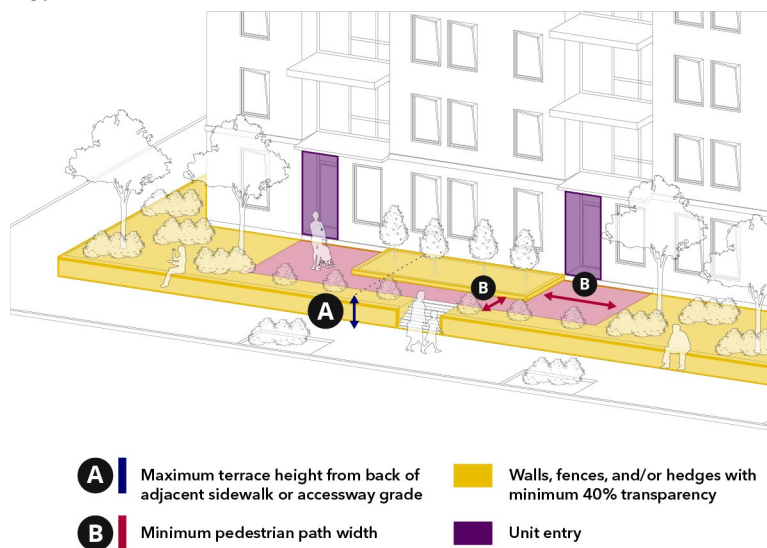
1. Patio entries may serve up to two units; and
2. Patio area shall have a minimum dimension of 8 feet in depth and width.
3. The Patio shall include at least one of the following features to define the transition between public and private space:
 - a. A row of shrubs not exceeding 42 inches in height located between the sidewalk and the patio that assists with defining the edge between public and private space. Shrubs shall be at least one gallon in size and be planted a maximum of three feet on center; or
 - b. A fence not to exceed 36 inches in height and minimum transparency of 10% located between the sidewalk and the patio that assists with defining the edge between public and private space, with a gate or fence opening to provide access to the pedestrian route between the pedestrian way and the front door; or

- c. A metal, wood, or stone wall not to exceed 36 inches in height located between the sidewalk and the patio that assists with defining the edge between public and private space with a gate or wall opening to provide access to the pedestrian route between the pedestrian way and the front door. A minimum 18-inch landscape strip shall be located between the wall and the abutting pedestrian way and entirely landscaped with ground cover, shrubs or other landscape living plant material.



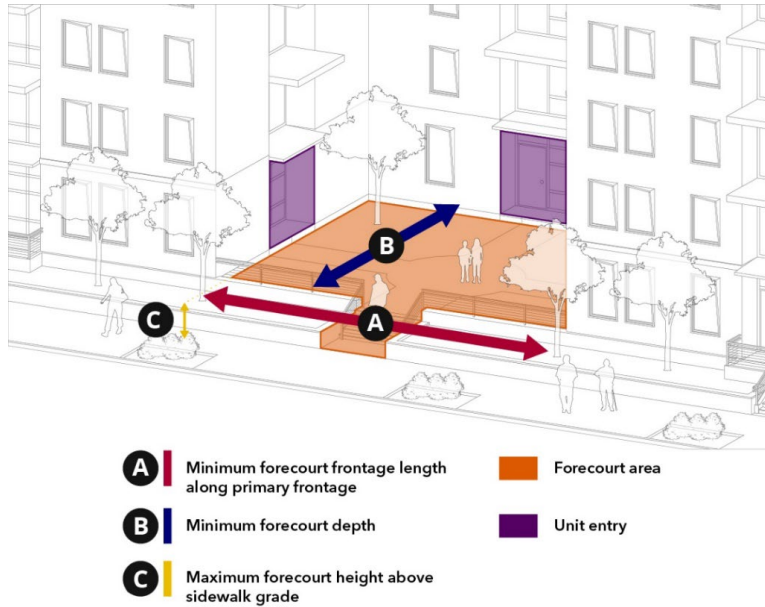
5.2.4 Terrace:

1. A Terrace may serve multiple unit entries.
2. The maximum Terrace height shall be 30 inches above the grade of the back of the adjacent sidewalk or accessway.
3. Pedestrian paths at terrace level shall have a minimum width of 42 inches.
4. Walls, fences, and hedges on Terraces shall be a maximum of 42 inches tall and have a minimum transparency of 40%.



5.2.5 Frontage Court:

1. A Frontage Court may serve multiple unit entries.
2. The minimum Frontage Court width along a primary frontage shall be 25 feet.
3. The maximum Frontage Court width along a primary frontage shall be 50% of the façade length or 80 feet, whichever is less.
4. The minimum Frontage Court depth shall be 25 feet.
5. The maximum Frontage Court depth shall be 50 feet or a ratio not to exceed 2:1 depth to width.
6. The maximum height of the Frontage Court shall not exceed 5 feet above sidewalk grade.



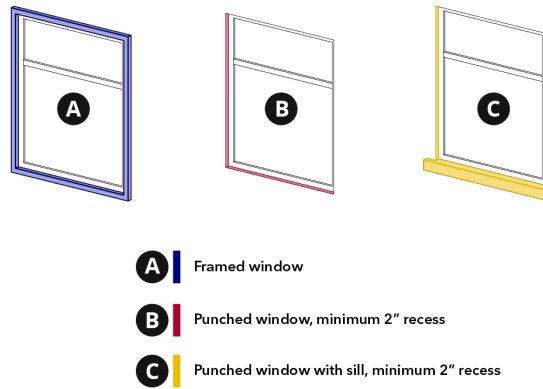
5.3 Fenestration Design

Intent

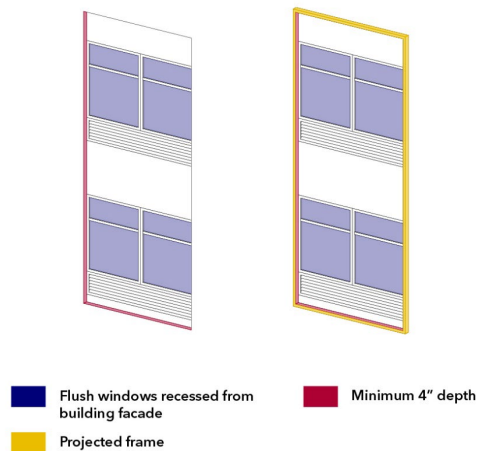
- To ensure high quality building elements that add to the human-scale architecture.
- To ensure that mechanical, utilities, and services are designed to complement the architecture design.

5.3.1 Fenestration Design: All fenestrations shall meet the following standards:

1. Windows shall be recessed a minimum of 2 inches. Façades or portions of façades utilizing a curtain wall are exempt from this standard.



2. Windows that are flat or “flush” with the façade are prohibited unless applied to a portion of a building that is part of a recessed façade modulation with a minimum 4 inches in depth. Façades or portions of façades utilizing curtain walls are exempt from this standard.



5.4 Green/Productive Roofscapes

Intent

- To increase green space, urban ecology (stormwater runoff reductions, decreased urban heat island effect), and building performance (improved photovoltaic (PV) panel efficiency, reduced building energy consumption).

5.4.1 Green/Productive Roofs:

A green roof is a flat roof (less than 10%) that has been altered to support urban ecology. They are comprised of a layer of engineered soil and vegetation planted over a waterproofing system. Green roofs facilitate several positive benefits in terms of greater community connections to green space, urban ecology (stormwater runoff reductions, decreased urban heat island effect), and building performance (improved photovoltaic (PV) panel efficiency, reduced building energy consumption). The latter is an important factor in carbon use reduction, and because the co-location of green roofs and PV panels provides benefits for the performance of the green roof, the PV panels, and the building.

- Minimum Size.** Green roofs shall be required for all new developments with a minimum net roof area (gross roof area – allowed deductions) of 5,000 ft².
 - Net roof area shall be calculated as the sum of all roof area(s) for a development and not by individual structures.
 - Allowed Deductions: codified amenity spaces, codified setbacks, HVAC systems, fire suppression systems and associated easements, and emergency corridors.
 - The following graduated spatial requirement shall be used to determine the green roof size for each new development.

Net Roof Area for Entire Development	Size of Green Roof
Less than 5,000 ft ²	<i>Exempt</i>
5,000-14,999 ft ²	20%
15,000-29,999 ft ²	25%
30,000-49,999 ft ²	30%
50,000-64,999 ft ²	35%
65,000 ft ² or greater	40%

- Photovoltaic Panels (PV).** PV panels and green roofs shall be co-located where feasible. If co-located, PV panels shall be clustered together with individual rows spaced 32" apart to allow for sunlight penetration to the green roof beneath.
- Habitat.** All projects, including green roof improvements and new construction, shall satisfy the following standards regarding plant selection and siting.
 - Plant Palettes.**
 - Plant and tree selection shall be per Section 3.6 Landscaping and be appropriate for siting on green roofs (e.g., low maturation height and weight, shallow root structure, low water requirements).
 - Landscaping shall configure plantings in multi-layered clusters, placing groundcover, shrub, and tree canopy layers in the same area to provide vertical structure. Target an overlap of 2-3 layers of native vegetation for >75% of the planting area.

- b. **Tree selection and placement.** All green roof tree selection and placement shall satisfy the following standards regarding size and stability.
 - i. **Root Structure.** Tree species with deep taproots or invasive root tendencies are not permitted.
 - ii. **Root anchoring.** All trees shall be anchored at the root ball in accordance with wind shear, pressure, and suction capacity of the associated soils.
- c. **Soils.** Varied topography, soil materials, and soil textures are critical in supporting more diverse plantings, pollinators, and a greater range of ecological functions. Engineered soil shall be placed at varying depths to mimic the natural undulation of native habitat. Deep green roof soils (≥ 6 in.) increase the potential for healthy long-lived plantings and associated enhanced biodiversity. Deeper soil helps to reduce root zone temperature extremes, retain moisture, and support more diverse invertebrate populations. Green roof soil depth shall satisfy the following requirements to support healthy native plants.
 - i. General native plant support standards for soil depths are as follows:
 - 1. $\geq 6''$ for herbaceous plants
 - 2. $\geq 10''$ for small woody shrubs
 - 3. $\geq 18''$ for large woody shrubs
 - 4. $\geq 30''$ for small trees

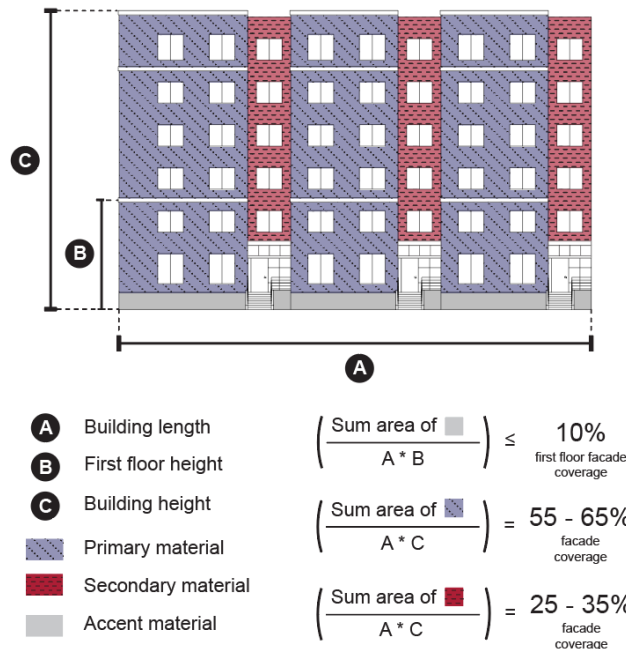
5.5 Building Materials

Intent

- To promote the use of high quality, durable, sustainable, and attractive materials that exhibit a sense of permanence and contribute to the aesthetic quality of the development and to the urban design fabric of the community.

5.5.1 Allowed Building Materials

- Variation in Building Materials.** Each façade shall include the following materials:
 - Primary materials shall cover between 55 to 65% of each exterior (excluding windows, doors, garage doors, and building trim).
 - High-quality primary materials such as brick, stone, ceramics, metals, fiber-cement panels, Shou Sugi Ban, or other composite panel systems may exceed 65% maximum. Panel systems shall not have exposed bolts or fasteners.
 - A secondary material(s) shall cover the remainder of each façade (excluding windows, doors, garage doors, and building trim) from 25 to 35%.
 - Durable finish and/or accent materials, including masonry, tile, stone, brick, and/or finished metal may cover up to 10% of the first floor of the front façade (excluding building trim).
- Prohibited Siding Materials.** Plywood, vinyl, plastic (and plastic laminate), and fiberglass, shall be prohibited siding materials.
- Building Component Colors.** All vents, gutters, downspouts, flashing, electrical conduits, etc., shall be painted to match the color of the adjacent surface.
- Signage.** Signage shall meet requirements of Milpitas Signage Ordinance.



6 Usable Open Space

Intent

- To create well designed common and private open spaces that serve multiple purposes, encourage gathering, improve the health and wellness of residents, and embraces nature in our built environment.

6.1 Rules for Distribution of Open Space

- Usable Open Space may be provided as Publicly Accessible Open Space, Common Open Space, or Private Open Space.
 - For (L) and (XL) projects, a minimum of 30% of required Usable Open Space shall be Common Shared Open Space.
 - Publicly Accessible Open Spaces greater than 5,000 sf in continuous area may count as 1.2 times the amount of required common shared open space.

6.2 Open Space Types

6.2.1 Publicly Accessible Open Spaces

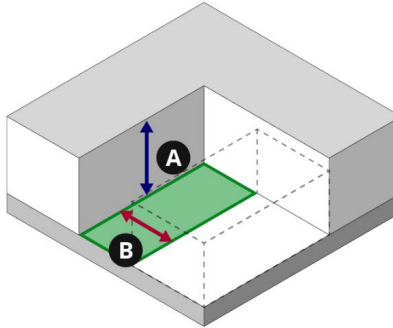
Publicly Accessible Open Space may include plazas, courtyards, seating areas, parklets, play areas, recreational facilities or equipment, dog parks, and usable green space, among others. Spaces may be provided that do not meet the standards below, but they may not be counted toward the required Usable Open Space.

- If Publicly Accessible Open Space is provided, it shall meet the following standards:
 - Shall be publicly accessible for a minimum 12 consecutive hours per day.
 - Shall be accessible from a public right-of-way or from a publicly accessible lobby with signage including open space type, hours of access, and amenities visible from a public right-of-way.
 - Shall have a minimum area of 1,000 square feet.
 - Shall have a minimum dimension of 25 feet in any direction.
 - Shall have permanent seating (e.g., seat walls, planter ledges, benches, picnic tables, and seating steps).
 - A minimum of 60% of the area shall be open to the sky and free of permanent weather protection or encroachments. Trellises and similar open-air features are permitted.
 - Shall have a minimum 20% of landscaping:
 - A minimum of 20% of the open space area shall be planted with ground cover and/or shrubs.
 - A minimum of one tree shall be planted per 400 square feet of the open space area.

6.2.2 Common Open Space

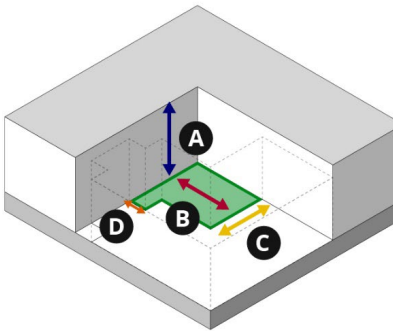
This section applies to private common open space in residential subdivisions (including rowhouses), multi-family residential projects, and residential mixed-use projects. Private common open spaces are outdoor open spaces that are shared and accessible only to building residents and their visitors. Common open spaces may include courtyards, gardens, play areas, outdoor dining areas, recreational amenities, and rooftop open spaces. Spaces may be provided that do not meet the standards below, but they may not be counted toward the required Usable Open Space.

1. Common Open Space shall meet the following standards:
 - a. Shall be immediately adjacent to common spaces, hallways, or residential units.
 - b. Shall be accessible to all residents.
 - c. Shall have a minimum width and length of 20 feet.
 - d. Courtyard enclosed by three sides of a building shall have a minimum width that is equal to or greater than 80% of the highest height of the adjoining faces.



- A** | Highest height of adjoining faces ■ Courtyard common open space
- B** | Minimum width $\geq 80\%$ of **A**

- e. Fully enclosed courtyards shall have one minimum dimension that is equal to or greater than the highest height (up to 80 feet) of the adjoining facades. The second dimension shall be equal to or greater than 80% of the highest height of the adjoining facades.



- A** | Highest height of adjoining faces ■ Fully enclosed courtyard
- B** | Minimum width greater than or equal to **A**
- C** | Minimum width greater than or equal to **B**
- D** | Minimum 20 feet wide

- f. A minimum of 60% of the area shall be open to the sky and free of permanent weather protection or encroachments. Trellises and similar open-air features are permitted.
- g. Minimum 20% of the open space area shall be planted with trees, ground cover, and/or shrubs.
- h. Shall have permanent seating.

6.2.3 Private Open Space

This section applies to personal private open space in multi-family residential and residential mixed-use projects. Private open space areas are intended for private use for each dwelling unit and may include balconies (covered or uncovered), private gardens, private yards, terraces, decks, and porches, among others. Spaces may be provided that do not meet the standards below, but they may not be counted toward the required Usable Open Space.

1. If Private Open Spaces is provided, it shall meet the following standards:
 - a. Shall be directly accessible from a residential unit.
 - b. Balconies shall have a minimum dimension of 6 feet in depth and width.
 - c. Balconies shall have a minimum floor area of 50 square feet.
 - d. Patios shall have a minimum dimension of 8 feet in depth and width.
 - e. Patios shall have a minimum floor area of 64 square feet.
 - f. Floor to ceiling height shall have a minimum dimension of 8.5 feet.
 - g. May be covered but not fully enclosed.
 - h. Ground level private open space shall be screened or buffered from adjacent private or common open space and dwellings by landscaping, fencing, walls, trellises, or other screening elements.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Receive a Report on the Homekey Project at 1000 Hillview Court (Staff Contact: Ashwini Kantak, Assistant City Manager, 408-586-3056)
Category:	Community Development
Meeting Date:	8/16/2022
	<u>Recommendation:</u> Receive a Report on the Homekey Project at 1000 Hillview Court.

Background:

On July 16, 2020, the California State Department of Housing and Community Development (HCD) announced the release of the Project Homekey Notice of Funding Availability (NOFA) for \$600 million to purchase and rehabilitate housing, including hotels, motels, vacant apartment buildings and other buildings, and convert them into interim or permanent, long-term housing. The program's purpose was to expand and diversify housing options for homeless persons at high-risk for serious illness and impacted by COVID-19. Cities, counties, or other local public entities, including housing authorities or federally recognized tribal governments within California, were eligible to apply independently or jointly as the lead applicant with a non-profit or for-profit corporation.

The County of Santa Clara's Office of Supportive Housing (County) and Jamboree Housing Corporation (Jamboree) jointly applied for and received Homekey funding to convert a hotel at 1000 Hillview Court into a 132-unit permanent supportive housing development (Hillview Court).

The project was funded through a combination of \$29.2M in Homekey grant funding, \$21.9M in 2016 Measure A funding from the County as a residual receipts loan and up to \$25M in 2016 Measure A funding from the County as a bridge loan. The project is also supported with 132 Section 8 Project Based Vouchers from the Santa Clara County Housing Authority. Finally, the County provides approximately \$1.7M in ongoing funding for supportive services and currently contracts with Abode Services.

The conversion of Hillview Court has taken place in two phases. The first phase included minimal interior repairs and leasing of 50% of the units to both meet the Homekey deadlines and to afford Jamboree sufficient space to complete the necessary improvements to the building. Tenants of the first phase started to move in December 2020 and slowly started to move out to other buildings in August 2021. The second phase of the project included the permanent conversion of the property and tenants of the second phase started to move in September 2021. Additional security elements and some facility improvements are anticipated to be completed by 2023.

As of August 9, 2022, the project is at 90% occupancy, with 120 of the 132 units occupied. The remaining units are expected to be occupied by October. Ten residents are affiliated with Milpitas while the remaining are affiliated with other cities and towns in the County.

Jamboree, as the Project Owner, is responsible for the overall management and oversight of the property including property management and resident services. Jamboree contracts with Hyder for property management and security services, and contracts with Housing with Heart to provide resident services. The County is primarily responsible for providing referrals to the 132 units and to ensure that tenants are provided

supportive services in accordance with the Supportive Housing Services Plan. These respective roles are memorialized in a No Cost Memorandum of Understanding between the County and Jamboree (See Attachment 2). The County provides intensive case management services at a ratio of 1 case manager for every 20 tenants.

On site services include educational and social activities and linkage to resources such as job training, health insurance, food programs, and government resources. Referrals are made to off-site services such as drug and alcohol rehabilitation and mental health services, however these services are not provided on-site. The role of the case manager is to develop client-centered service plans to obtain and retain housing, improve health conditions, improve daily living activities and to achieve long-term stability. In addition, the case manager provides care coordination including assisting clients with transportation needs.

At the June 7, 2022, City Council meeting, Councilmember Chua requested a periodic report (quarterly or monthly) on crime statistics related to the Project. Additionally, Councilmember Dominguez requested a copy of the management manual and asked for a discussion on a potential oversight committee and updates from the County, which could be combined with the updates requested by Councilmember Chua. Mayor Tran requested that the County be included any discussions on this topic and that an update be provided in August.

Analysis:

At the August 16 City Council meeting, representatives from the County, Jamboree, and Hyder will be in attendance. Jamboree will provide an update including current occupancy status, management and oversight roles and responsibilities, terms of lease agreements, and a summary of the supportive services. Jamboree will also describe the process for ensuring compliance with the terms of the agreement, both by its sub-contractors and by the residents. County staff will be available to answer questions.

Police Department staff will present crime statistics from January 2020 to July 2022 including the number of calls for service, types of calls for service, and officer-initiated activity. Fire Department staff will also provide information about calls for service from January 2020 to July 2022.

Fiscal Impact:

There is no fiscal impact associated with receiving this report. However, the increased volume of Police and Fire calls for service at this site impacts response times to the rest of the Milpitas community and may necessitate investment in additional public safety resources in the future.

California Environmental Quality Act:

Not applicable.

Recommendation:

Receive a Report on the Homekey Project at 1000 Hillview Court.

Attachments:

1. Sample Tenant Lease Agreement
2. (Draft) No Cost Memorandum of Understanding {**NOTE:** Management Plan is on page 86}



Hillview Court Apts

PROPERTY

LEASE AGREEMENT

This residential lease is made this _____ day of _____ between Hillview Ct Apt _____ as Management (hereinafter referred to as "we" or "us") and _____ as Resident (hereinafter referred to as "you").

We lease to you and you rent from us the premises, described as follows: A 1 - bedroom dwelling unit designated as Unit Number _____ or residence address at Hillview Ct Apt _____, located at 1000 Hillview Ct _____, together with fixtures, accessories, and the following appliances and furniture:

The lease is subject to the following terms, conditions, covenants, and agreements:

1. Regulations

This lease and your occupancy are governed by Project HomeKey. If any terms or conditions of this lease are inconsistent with regulations of this agency, then the agency regulations shall control.

2. Term

This lease will begin on _____, 20____ and will end on _____, 20____, or until terminated either by you or us as provided in this lease.

3. Rent

A. The initial rent for the premise is \$ _____ per month to be paid by or on behalf of you to us at the: Property Office, _____ located at: 1000 Hillview Ct, Milpitas, CA 95035, phone" 669-350-2121 _____.

B. Rent shall be paid in advance on or before the first day of each month and is late on the sixth day. If rent is not paid before the sixth day, **you will be charged a late rent charge of \$ 25** _____.

C. Rent shall be adjusted periodically in accordance with Section 4.

4. Income Certification and Re-certification & Adjusted Rent

A. Your eligibility for this rent is based on information that you have provided to us regarding your household income, assets, and household size. Each year, prior to renewal of the lease, within 30 days after receiving notice from us, you agree to provide updated information on a form we provide you. You agree that all such information regarding household size, income and assets provided to us is true, complete, and correct to the best of your knowledge. You further agree that failure to provide such information, or providing false or misleading information, will result in the termination of your occupancy and eviction from the premises.

B. We will additionally adjust the rent described in Section 3 periodically. The first adjustment m so that the rent adjustment date will coincide with the project fiscal year. We will give you 30 or in some cases 60 days written notice prior to the effective date of any rent adjustment and will execute a new lease, lease amendment, and or change of terms amendment, providing for the rent adjustment.

5. Security Deposit

Tenant will pay in advance of occupying the unit, a security deposit in the amount of \$ 0 , which shall not exceed the rent for two months. We may apply the deposit after you vacate the premises to repair any loss or damage caused by you or your guests to the premises or development other than normal wear and tear. We also may apply the deposit for the payment of rent due and owing from you. Within twenty-one days after you vacate the premises, we will repay the security deposit without interest, less any amounts deducted, to you at your forwarding address or such other address as you may designate in writing. At the same time, we will provide you with a written itemized statement describing the reason for and the cost of any deductions from the deposit in excess of \$126.00 as per California law.

6. Utilities

Tenant will pay for telephone service and the following utilities, including all fees, deposits, and charges therefore:

7. Use

A. You shall use the premises as, and only as, your primary place of residence. You shall not permit any illegal activity or use on the premises. The premises shall be occupied only by members of your household consisting of _____ Adults (anyone over 18 years of age) and _____ children (anyone under 18 years of age) with the following names and no other. You must inform us in writing and receive written approval from us prior to allowing any other person to reside in the unit or visit for longer than 21 days in a calendar year and 7 consecutive nights.

Name

Date of Birth

Social Security #

B. Project regulations set forth minimum and maximum household sizes. If as a result of a change in the number of persons in your household, your household size decreases to below the minimum or increases to above the maximum allowed under the Regulations for your unit size, we may terminate this lease or at our option require that you move to a different-sized unit.

8. Maintenance

You shall keep the premises and all fixtures, accessories, and appliances in a clean, sanitary, and safe condition. If you or your guests cause or permit damage to the premises, you shall be liable for the cost of repair.

9. Remodeling and Alterations

You shall not undertake any remodeling, redecoration, or alteration, including built-in shelving, painting, wallpapering, and window covering, to the premises without receiving our prior written permission.

10. Rules

You shall comply with written rules we issue regarding use of the premises and common areas. Any amendment to the rules shall be effective 30 days after the notice thereof to you. You shall not cause or permit on the premises or common area, excessive noise or any other activity that disturbs the peace and quiet of other residents or neighbors. You shall not cause or permit any activity constituting a nuisance on or about the premises or which adversely affects the health or safety of any person, nor shall you interfere with the management of the premises. By initialing as provided, you acknowledge receipt of a copy of such rules, a copy of which is attached to and made a part of this lease. (Initials).

11. Sublease or Assignment

You shall not sublease or assign this lease or any portion thereof. If you attempt to sublease or assign this lease, the lease shall be null and void and no right to occupy the premises shall arise from any attempted sublease or assignment.

12. Entry and Inspection

- a. We or our agent may enter and inspect the premises after giving reasonable notice to you for the purpose of:
- b. Making necessary or agreed upon repairs;
- c. Inspecting for compliance with the terms of this lease;
- d. Showing the premises to prospective lenders, purchasers, residents, contractors, repair workers, or representatives from the project;
- e. Performing contracted pest control services;
- f. Conducting annual and any other inspections.

Twenty-four hours' notice or more shall be considered reasonable notice for the purpose of entry and inspection. In addition, we or our agent may enter the premises without notice if necessary, in any emergency.

13. Joint Responsibility

You must be 18 years of age or older and not under the care of a parent or guardian to sign this lease. You acknowledge that this lease is between us and each person executing this lease jointly and individually. In the event of default by anyone, each and every person who executed the lease shall be responsible for payment of the total rent stated in Section 3 or amended by Section 4 and all other provisions of the lease.

14. Hold Harmless and Waiver

We do not provide insurance for your personal property. You agree to indemnify and hold us harmless and in no way accountable for personal injury and or property damage caused or permitted by you or any other person on the premises with your consent except as may be caused by our negligence.

Security. Resident acknowledges that Landlord has made no representations that the property is a "secure" complex and that Resident is safe from theft, injury or damage. Gates, fences and locks are provided primarily for the protection of Landlord's property and are not warranties of protection or are they specifically provided for the protection of Resident's or guests' persons or property. Resident shall take appropriate measures to protect Resident's own property and report to the Police any suspicious activities, person or persons occurring on or about the general premises.

Liability/Damage Responsibility. Resident agrees to hold Landlord harmless from all claims of loss or damage to property and of injury or death to persons caused by the intentional acts of negligence of the Resident, Resident's guests or invitees, or occurring on the premises rented for Resident's exclusive use. Resident expressly absolves Landlord from any and all liability for any loss or damage to Resident's property or effects arising out of water leakage, or breaking pipes, or theft, or other causes beyond the reasonable control of Landlord. This includes damage to Resident's or guest's vehicles while parked on the property. In the event the premises are damaged by fire or other casualty covered by insurance, Landlord shall have the option either to:

1. Repair such damage, this Agreement continuing in full force and effect; or
2. Give notice to Resident terminating this Agreement.

Landlord shall not be required to repair or replace any property brought onto the premises by Resident. Resident agrees to accept financial responsibility for any damage to the premises from fire, water or casualty caused by Resident's negligence. Resident is encouraged to carry a standard renter's policy or as an alternative, warrants that Resident will be financially responsible for losses not covered by Landlord's fire and extended coverage insurance policy. In no event shall Resident be entitled to any compensation or damage due to any extra expenses, annoyance, or inconvenience for loss of use due to a casualty beyond the control of the Landlord.

15. Possession

If we are unable to deliver possession of the premises at the time the lease begins, we shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but you shall not be liable for rent until possession is delivered. You may terminate this lease by written notice to us if possession is not delivered within three days of the beginning of the terms of this lease.

16. Your Obligations

You agree to:

- a. Comply with all obligations imposed upon you by applicable provisions of state and local building codes materially affecting health and safety.
- b. Keep the premises and such other areas as may be assigned for your exclusive use in a decent, clean, sanitary, and safe condition and the inside of premises maintained according to acceptable housekeeping standards.

- c. Dispose of all garbage, rubbish, and other waste from the premises in a sanitary and safe manner, including Paragraph 5 of the House Rules.
- d. Use only in a reasonable manner and in a manner designed to conserve gas, electricity and water: all electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances.
- e. Promptly notify us of the need of repairs to the premises and known unsafe conditions in the common areas and grounds of the project.
- f. Refrain from and cause your household and guests to refrain from destroying, defacing, or removing any part of the premises or project, including placing contact paper, decals, or paint on the premises.
- g. Pay for repairs or damage to the premises, project building, facilities, or common areas that you or your household or guests intentionally or negligently caused.
- h. Conduct yourself and cause other persons who are on the premises with your consent to conduct themselves in a manner which will not disturb neighbor's peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe, and sanitary condition.
- i. Refrain from any illegal activities.
- j. Park in assigned parking areas and cause guests to park only on the street and not park in resident parking areas, common driveways or lawn areas, and not block access to other residents or emergency vehicles.
- k. Comply with the written rules described in Section 10 above.

17. Our Obligations

We agree to:

- a. Comply with the requirements of applicable state and local building and housing codes and regulations materially affecting health and safety.
- b. Within a reasonable time, make necessary repairs to the premises to keep them in habitable condition.
- c. Keep project building, facilities, and common areas, not otherwise assigned to tenants for maintenance and upkeep, in a clean and safe condition.
- d. Maintain in good and safe working order and condition smoke detectors, electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances supplied or required to be supplied by us.

18. Termination and Eviction

- a. You may terminate residency by giving 30 days advanced written notice to us. If you do not give the full 30-day notice, you shall be liable for the rent up to the end of the 30 days from which notice was required, or to the date the unit is re-rented, whichever comes first. You agree to vacate the premises no later than the expiration date of such notice, remove all your personal property, and leave the premises clean and in good repair, normal wear and tear excepted.

b. We may terminate your residency in the premises, if after the household size certification required by Section 4 of this lease, you no longer meet the occupancy standards for the premises. You shall vacate the premises no longer than sixty days from such receipt of notice of termination.

c. We may terminate this lease and, if necessary, evict you if:

1. You fail to move out of the premises on or before the effective date of termination given in the notice required in Subsection 18-A above.
2. You materially breach the terms of this lease. A material breach means:
 - (a) Nonpayment of rent or any financial obligation under the lease after expiration of a 3-Day Pay or Quit Notice, or
 - (b) Four or more late rent payments within any 12-month period received after the fifth day of the month, or four or more lease violations of any kind in any 12-month period.
 - (c) Failure to reimburse us within 30 days or other reasonable time agreed upon by you and us for repairs required to maintain the premises (Section 8 of this lease), or
 - (d) A breach resulting in damages to the premises or any other portion of the project, or
 - (e) A breach which adversely affects the health, safety, or quiet enjoyment of any resident or visitor to the premises, or
 - (f) A breach which interferes with our responsibilities.
 - (g) Any illegal activities.
3. You fail or refuse to provide the income information upon income certification required by Section 4 of the Lease or intentionally provide false or incomplete information.

e. Any notice of termination or eviction shall contain a statement of the facts constituting the cause for the termination or eviction. In any eviction we shall have the right to recover reasonable attorney fees and costs in addition to any other judgements.

19. Waiver

This is the entire agreement, and this agreement will not be modified except in writing and signed by all parties.

Our failure to insist upon the strict performance of the terms, covenants, agreements, and conditions contained herein, or any of them, shall not constitute, or be construed as a waiver or relinquishment of our right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

- 20. Megan's Law Notice:** Assembly Bill 488 and the California Department of Justice, sheriff's departments, police departments servicing jurisdictions of 200,000 or more provides the public with Internet access to detailed information on registered sex offenders pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and is a source of information about the presence of these individuals in any neighborhood. The law is not intended to punish the offender and specifically prohibits using the information to harass or commit any crime against an offender. <http://www.meganslaw.ca.gov>.

21. Additional Lease Provisions

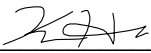
Additional provisions are incorporated and attached to this lease as:

- (1) Community Rules
- (2) Lease Addendum of Drug and Crime-Free Housing
- (3) Guest/Visitor Policy
- (4) Low-Income Housing Tax Credit Lease Rider – Income Cert, Verification, False Stmnts
- (5) Mold/Moisture Disclosure Statement / Mold & Mildew Addendum
- (6) Public Access Disclosure
- (7) Bed Bug Addendum
- (8) VAWA

22. Acknowledgement

As consideration for your continued fulfillment of the terms and conditions of this lease, we agree that you may, during the effective period of this lease, have and enjoy the use of the premises described above.

Management: Hyder Property Management
Professionals

By: 

Assistant Property Manager

Title

Date: _____

Co-Resident: _____

Name

Date: _____

Co-Resident: _____

Name

Date: _____

Co-Resident: _____

Date: _____

Co-Resident: _____

Date: _____



HYDER PROPERTY MANAGEMENT PROFESSIONALS



Community Rules

Hillview Court Apartments

Project Name

The rules and regulations contained in this handbook are an important addition to and incorporated into the lease agreement that you have signed.

Each tenant is responsible to become acquainted with and comply with its contents.

This apartment project is operated in accordance with the laws, policies and standards prescribed by the Governing Agency.

The information in this handbook defines tenant-management responsibilities. Your support will enable us to continue to administer this project and maintain a high standard which will merit your pride as an individual in this community.

The insurance policy that the owner carries does not insure the property of the tenants. Your personal property (furniture, clothes, vehicles, etc.) is not covered by our insurance. We urge you to buy a Renters Insurance Policy to cover your personal belongings. These policies are inexpensive and available from almost any general insurance agent.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, ancestry, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, primary language, familial status, source of income, veteran or military status, political beliefs, or any other state or federal protected class in accordance with program regulations.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact Management or the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

“This institution is an equal opportunity provider.”
“El Departamento de Agricultura de Estados Unidos (USDA) ofrece igualdad de oportunidades.”

General Information

A. Rental Office Location: 1000 Hillview Ct, Milpitas, CA 95035

B. Phone Number for Rental Office: 669-350-2121

C. Office hours are posted at the office and are subject to change from time to time. In case of emergency, contact the property’s emergency maintenance line or call 911.

D. The following common area and facilities are available to Tenants:

E. If you need our assistance from the Managing Agent’s Headquarters, please contact us at 1649 Capalina Road, Suite 500, San Marcos, CA 92069-1226 or call us at (760) 591-9737. We are open Monday through Friday 9 AM to 5 PM. In case of emergency please dial 911.

The House Rules included herein, in addition to the provisions of your lease agreement, explain your rights and responsibilities which govern your tenancy. You are responsible to comply with these provisions and rules.

1. **Alcoholic Beverages**

No open alcoholic beverage containers are allowed in the common areas and no alcohol may be consumed in any common areas on this site (walkways, stairwells, etc.). Alcoholic beverages may be consumed in the resident’s apartment or on the patio/balcony only. Any conduct resulting from alcohol consumption that disturbs other residents and/or the quiet enjoyment of the apartment community is prohibited.

2. **Apartment Occupancy**

Occupants will be limited to those persons listed on the Lease Agreement. Resident agrees to advise management of any anticipated change in the household size; agrees to notify management of any change in student status; and agrees to refrain from engaging or permitting unlawful activities within the apartment, or for permitting use of the apartment for unlawful purposes.

3. **Balconies and Patios**

Balconies, patios and porches are not to be used for storage at any time, including the storage of trash or recyclables. You may keep a limited amount of personal property such as patio furniture or plants. Carpeting is not allowed on balconies. Never throw or sweep anything off the balcony. Keep outside areas free of litter, spider webs, and dust. Plants or other items, including clothing, are not to be placed on the balcony or patio railing, or on patio enclosure fences. Plants must be placed on saucers to prevent water damage and dripping onto patios below. No water lines or extension cords are to be extended outside the apartment.

4. **Bicycles, Motorized Scooters and Wheeled Apparatus**

Park or store all bicycles outside in areas designated as bicycle parking and keep them locked. Bicycles not parked in designated areas which have been left in the common areas will be considered abandoned and may be removed without notice. To prevent theft, have your bike licensed or clearly marked with an ID number.

Recreational motorized scooters may be ridden only in driveways. (Motorized wheelchairs or other motorized devices designed to assist persons with disabilities are allowed in all areas of the community). Pedestrians have the right of way on all walkways and sidewalks and vehicles have the right of way in all driveways and parking lot areas. Bicycles, skateboards, roller skates/blades, tricycles, and other wheeled apparatus must be operated in such a manner so as not to create a danger or nuisance to other residents or damage to the property. No riding of bikes or wheeled apparatus is allowed indoors (with the exception of motorized wheelchairs or other motorized devices designed to assist persons with disabilities).

5. **Outside Entertainment:**

The use of drones, bouncy houses, wading pools and music sources (DJ, speakers, radio, Karaoke etc.) are prohibited in outside common areas.

6. **Parking- Vehicle Storage of Inoperable Vehicles:**

Residents are prohibited from storing non-operational, unregistered and uninsured vehicles on the property grounds and understand that any non-operational vehicle will be considered unauthorized and subject to towing under California law. Parking of trailers of any type, motor homes, boats and other similar vehicles are prohibited. Only those vehicles registered with the office are permitted to park on the property grounds. You are approved to have ____ vehicles parked on the property. If parking spaces are assigned, Resident must park in those assigned parking spaces. Car washing or any vehicle maintenance is prohibited on the property grounds. Vehicles causing damage to the property, including vehicles leaking fluids, must be removed from the community. Vehicles should be parked between the white striped lines, not in red fire zones or blue handicap parking (unless a handicapped license plate or placard is visible).

7. **Responsibility of Resident**

Resident is responsible for resident's actions and the actions of all household members and guests. It is resident's responsibility to ensure that resident, all household members and guests are aware of and follow the House Rules and all obligations under the lease agreement.

8. **Community Events**

Events including garage sales must have prior written approval from the Property Manager.

9. **Damage Charges**

Apartments are inspected at least once a year in accordance with affordable housing programs. Residents will be charged for damage beyond normal wear and tear. Keep the apartment clean and free from trash. Avoid putting holes in walls or ceiling, scorching or cutting the countertop or allowing water to overflow. Keep liquids off the carpet and wipe up spills immediately. Never use bleach on the carpet. Do not store hazardous chemicals, such as paint or any non-household chemicals, in the unit. Do not store items in ovens or dishwashers. Do not hang items from fire sprinklers. Do not iron on the carpet. Residents may not use the premises for storage of excessive amounts of personal property which blocks doors or windows, does not allow for safe access into all areas of the premises, or which does not allow the rooms or amenities inside the premises to be used for their intended purpose. Trash or recyclables may not be stored inside the premises or on balconies or patios and must be discarded into proper receptacles on the property grounds. For your safety no modifications may be made to the electrical, plumbing or other systems in the unit.

10. **Firearms and Explosive Devices**

For the safety of all Residents, Firearms and explosive devices of all types are prohibited on the premises.

11. **Fire Safety**

You are responsible for insuring proper use of candles, incense and space heaters. Never leave lit candles or incense unattended. Certain fire doors and exit doors must remain closed at all times. Other doors are intended to remain open. Do not leave doors propped open that are intended to be closed. Likewise, do not close doors that are intended to remain open. leave food cooking on the stove unattended. Limit use of extension cords inside the premises and ensure extension cords in use are not overloaded with electronic devices., and never run extension cords under rugs or across walkways. The use of extension cords outside the premises is prohibited.

12. **Fireworks**

Fireworks of all types are prohibited anywhere on the property grounds.

13. **Grills (Propane or Charcoal)**

Personal Grills and BBQs are not allowed on patios, balconies, or anywhere else in the community, including inside the premises. Residents may use any BBQs provided on the property. Do not dispose of hot/warm coals in the dumpster or garbage cans. Wait until the coals are cold and then put them in the dumpster.

14. **Guests**

Visitors and guests must be in the company of a resident at all times. Residents are responsible for the actions of their visitors. Failure of visitors to follow the rules and regulations of the property may result in termination of the resident's Lease Agreement. Visitors on the property not in the presence of a resident are considered to be trespassing. Residents may have a maximum of two (2) guests with them when using the common area amenities unless Management has approved a greater number in writing.

Guests remaining more than 3 nights per month or more than 21 nights in a year may constitute residency and effect your qualifying for your apartment home. Guests remaining more than nights per month or more than nights per year must receive prior authorization in writing by management. Failure to comply may result in termination of the lease agreement.

15. **Harassment**

Management will not tolerate harassment of residents, staff or visitors. Harassment includes verbal, physical or other conduct that creates an intimidating, offensive or hostile living environment, or that interferes with the work of staff. Any incident of harassment should be reported promptly to the Property Manager. Noncompliance with this provision of the House Rules is grounds for termination of Resident's tenancy.

16. **Illegal Drugs and Marijuana**

Sale, possession or use of illegal drugs, drug paraphernalia, marijuana or other controlled substances is not permitted anywhere on the property and is grounds for immediate termination of tenancy.

17. **Inspections**

Resident acknowledges that Management and other Government Agencies will inspect the premises periodically in accordance with the affordable housing rules and regulations which govern your tenancy. Management may also enter the premises for other reasons in accordance with California law, including, but not limited to, in order to make necessary or agreed upon

repairs, renovations, or provide services, check smoke alarms or carbon monoxide detectors, or inspect the premises for bed bugs. Management will provide you with at least 24 hours advanced notice in accordance with California law.

18. **Laundry Rooms**

Laundry rooms are to be used only during the hours posted. Follow all posted instructions and do not leave your laundry unattended. Be considerate of your fellow neighbors and promptly remove your clothes from the appliances so that others may use the machines. Any clothes not removed and/or left unattended are subject to removal by Management. The Laundry Room(s) are for resident use only. Dispose of any dryer lint or trash and leave the room in a neat and orderly condition. Please report any concerns to the management office.

19. **Lockout**

If you find that you are locked out, first call or visit the on-site staff member. If the call for service is after hours there will be a charge billed to the tenant on the next business day. You will never be asked to pay cash at time of service. If staff is not available to help after regular business hours, you will need to call a locksmith at your own expense. If locks are changed the office needs a copy of the new key.

20. **Mail Delivery**

The US Postal Service will label your mailbox with the names of designated residents only. Do not tamper with any mailbox, any label affixed to the mailbox, or interfere with mail delivery as this is a violation of law. No staff person is authorized to accept delivery of your packages or mail.

21. **Noise**

Resident agrees not to make, nor permit disturbances (i.e. parties, music, loud voices, loud television), which may disturb other residents or neighbors, especially between the hours of 8:00PM – 8:00AM. All residents are entitled to the quiet enjoyment of their units. Please be considerate of your neighbors and ensure that your actions or the actions of your guests do not cause excessive noise on the property.

22. **Paying Rent**

Rent is due on the first of the month and there is a late charge after the 6th of the month. Cash is **NOT** accepted. There is a \$25 fee for the first “bounced”/NSF check And a \$35 fee for any subsequent NSF checks. All checks or money orders MUST have the payee line completed (payable to the property name). Do not leave this line blank. The Property Manager is not authorized to complete the payee line on your check or money order.

23. **Pest Control**

Regular spraying of the building exterior is necessary to prevent pests from spreading throughout the property. If pest control is required in your apartment, please notify management immediately. you will be required to comply with all pest control preparation requirements. The control of insects and rodents is a joint responsibility of the Resident and manager. Insects and rodents must have food and water to exist and multiply. Good housekeeping practices and cleanliness will eliminate the source of food and water thus reducing the pest population.

24. **Personal Property – Common Areas**

No personal property or structures of any kind may be left or erected in the common areas.

25. **Pets**

No pets or animals are permitted on the grounds or in these apartments without prior written permission of the Property Manager. Possession of an unauthorized pet or pets is considered a lease violation and may cause the service of a Notice to Terminate Tenancy. Assistive animals for the disabled are not considered to be pets but do require advance written approval of the Property Manager. Visitors are not allowed to bring pets onto the property. Disabled guests with assistive animals are exempt from this policy.

26. **Posting Materials**

No posting of any materials outside of your unit or in the common areas is allowed unless specifically allowed by law.

27. **Reasonable Accommodation Requests**

The Owner and management proudly comply with all state and federal fair housing laws. Residents with disabilities have the right to make requests for reasonable accommodations and reasonable modifications. Residents who would like to make a request should notify the management staff. Management will consider each request and notify you within a reasonable time frame regarding their decision. Management reserves the right to request verification of a Resident's disability and/or disability-related need for the requested accommodation or modification in accordance with fair housing laws. Management can provide forms which Residents can use for their convenience in order to provide requested verification.

28. **Renter's Insurance**

Your furniture and possessions are not covered by the Property's insurance. It is highly recommended that you obtain renter's insurance to protect you and/or your personal property.

29. **Satellite Dish**

Satellite Dishes are permitted if they are installed in accordance with the "Satellite Dish / Antenna Addendum" to the Lease. Install the equipment only as specified in the Addendum. Do not put holes in building, balcony or patio walls, ceiling, roof or other structures. Unauthorized installation of a satellite dish or antenna will result in removal of the hardware and the resident will be charged for the full cost of repair. Please ask your Property Manager for more information.

30. **Security System**

If your unit is equipped with a security alarm, you must give the Property Manager the security code for emergency use.

31. **Smoke Detector**

For your safety, test your smoke detectors regularly. Never unplug or remove the battery from a smoke detector. If it is beeping, it may need a new battery. Tell the Property Manager immediately if the smoke detector is beeping or not working.

32. **Smoking (if Applicable)**

Smoking is only permitted in the designated outdoor smoking areas. Smoking is not permitted anywhere else including, but not limited to, inside individual units, balconies, patios, playgrounds, laundry rooms, office, or community room. Please see the Smoke Free addendum for additional information.

33. **Soliciting**

No soliciting is allowed on the premises.

34. **Trash Removal**

Put trash in the dumpster and sort glass, metal and paper into recycling containers, if/as available. Break down boxes before disposal. Pick up any spilled trash. Do not dispose of any furniture or large objects in the trash area or you will be charged for extra hauling costs incurred by Management. Do not dispose of any chemical, paint, solvent, or oil in the waste containers or you will be charged a fee incurred by Management for removal.

35. **Washers and Dryers**

Washers and dryers are not permitted in apartments unless they have been provided by management or the apartment was plumbed and vented for the addition of washers and dryers.

36. **Waterbeds/Fish Tanks**

You may maintain a waterbed only with the advance written approval of the Property Manager. You will need to supply proof of waterbed insurance in accordance with California law. Fish tanks over 10 gallons require proof of renter's insurance.

37. **Windows**

Keep your windows free of any adornment, obstruction, or decoration, except for seasonal decorations which must be promptly removed after the holiday. Do not remove the window coverings provided without advance written permission of the Property Manager.

38. **Work Orders**

All maintenance work is completed based on a written work order. Call the Property Manager during office hours to report a maintenance need. Work is completed on a priority basis and will be scheduled as soon as possible. Unless otherwise expressed by you, we will assume that our staff have permission to enter your apartment when you request Maintenance work be performed and a time has been designated by Resident and Management to perform the work. You are not required to be present during maintenance work. Maintenance staff will expect you to pre-clean / prepare in advance the area or appliances in need of repair. If there is no response to your work request within 72 hours, follow up with the Property Manager. If an outside vendor is scheduled to complete your work request and you have been given the proper notice to enter and you either refuse service or have not prepared the area as instructed, you agree to pay any fees billed to Management by the vendor for the trip to your unit.

39. **Tenant Complaints:**

Management has established a set of procedures designed to ensure that there is a fair and equitable process for addressing tenant concerns and to ensure fair treatment of tenants in the event that an action or inaction by the Owner adversely affects your tenancy. If you wish to lodge a complaint regarding your tenancy to Management, please submit your complaint in writing to the rental office or to the Agent's headquarters at the following address:

Management will investigate all Tenant complaints in a fair and impartial manner and take the appropriate action within a reasonable time frame.

Tenants also have the right to utilize the Grievance and Appeal procedures set forth in 7CFR 1350.160. A copy of the Grievance and Appeal procedure is posted in the leasing office.

40. **Tenants' Rights to Organize:**

Owner agrees to allow Tenant to conduct on the property the activities related to the establishment or operation of a tenant organization in accordance with USDA-RD or HUD regulations concerning tenants' rights to organize.

41. **Waiver**

Failure of the management or owner to insist on the strict performance of the requirements in the rental agreement or the rules and regulations or any of them will not constitute a waiver or relinquishment of the managers or owners' rights thereafter to enforce any such agreement or rule, but the same shall continue in full force and effect.

42. **Modification of rules and regulations**

The Agency must concur with any modification to the occupancy rules prior to implementation. Proper notice will be given to each tenant as least 30 days in advance of implementation of such rules in accordance with Section 3560.160.

Compliance with Requirements Outlined in the Violence Against Women Act 12/15/2013

The Violence Against Women Act was promoted for a noble cause to make the lives of victims of abuse easier and to prevent homelessness. In accordance with the Violence Against Women Act

(VAWA), the owner/agent will not penalize victims of domestic violence, stalking, dating violence and sexual assault or rape if the incident under review is a direct result of such abuse.

Criminal activity directly related to domestic violence, dating violence, or stalking, engaged in by a member of a resident's household or any guest or other person under the resident's control, shall not be cause for termination of assistance, or occupancy rights if the resident or an immediate member of the resident's household is the victim or the threatened victim of that abuse.

An incident(s) of actual or threatened domestic violence, dating violence, stalking and sexual assault will not be construed as serious or repeated violations of the lease by the victim (or threatened victim), and will not be "good cause" for the termination of the assistance, tenancy, or occupancy rights of a victim of such violence.

All Adult Household member over 18 must sign the VAWA Lease Addendum, Form HUD-5380.

Confidentiality of Information

The identity of the victim and all information provided to owners relating to the incident(s) of domestic violence, dating violence or stalking must be retained in confidence by the owner and must not be entered into any shared database or provided to a related entity, except to the extent that the disclosure is:

Retention of information.

The owner/agent will retain all documentation relating to an individual's domestic violence, dating violence, sexual assault and/or stalking in a separate file that is kept in a separate secure location from other applicant or resident files.

Form HUD-5380 Notice of Occupancy Rights under the Violence Against Women Act (VAWA)

The *Notice of Occupancy Rights under the Violence Against Women Act* (HUD Form 5380) provides notice to the resident/applicant of the confidentiality of information about a person seeking to exercise VAWA protections and the limits thereof. The identity of the victim and all information provided to the owner/agent relating to the incident(s) of abuse covered under the VAWA will be retained in confidence. Information will not be entered into any shared database nor provided to a related entity, except to the extent that the disclosure is

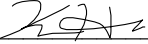
1. Requested or consented to by the victim (written permission to release the information on a time limited basis); or
2. Required for use in an eviction proceeding or termination of assistance; or
3. Otherwise required by applicable law.

REQUESTS FOR A VAWA ACCOMMODATION & “CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING, AND ALTERNATIVE DOCUMENTATION” FORM HUD-5382.

- Complete a VAWA Request “Certification_of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternative Documentation” form hud-5382 provided by the owner/agent and sign and return the form within fourteen (14) business days. The owner/agent may extend this time period at his/her discretion.

In accordance with the Rental Agreement, these House Rules now become a part of that Rental Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate on the date set forth below at Milpitas, California.

_____ Tenant	_____ Date
_____ Tenant	_____ Date
 _____ Authorized Representative	_____ Date



LEASE ADDENDUM OF DRUG AND CRIME-FREE HOUSING

In consideration of the execution of renewal of a lease of the dwelling unit identified in the lease, Owner and Tenant agree as follows:

1. Tenant, any members of the tenant's household, or a guest or other person under the tenant's control shall not engage in criminal activity, including drug-related criminal activity, on or near the property's premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802).
2. Tenant, any member of the tenant's household, or a guest or other person under tenant's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, gang activity, or illegal defacement of property with graffiti, on or near public property and premises.
3. Tenant or members of the household will not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Tenant or members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near project premises or otherwise.
5. Tenant or members of the household, or a guest or other person under tenant's control shall not engage in acts of violence, including but not limited to, the unlawful discharge of firearms, threatening and/or brandishing of weapons likely to cause serious bodily injury, or acts likely to provoke an act of violence on or near property premises.
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this added addendum shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation under this Addendum shall not require criminal conviction, but may exist by a preponderance of the evidence.
7. In case of conflict between the provisions of this Addendum and any other provisions of the lease, the provisions of the Addendum shall prevail.
8. This Lease Addendum is incorporated into and shall become a part of the original lease or any renewal of said Lease between Owner and Tenant.

Date: _____

OWNER

Date: _____

TENANT

CO-TENANT

Hillview Court Guest/Visitor Policy

The Guest/Visitor Policy ("Addendum") is made part of the Lease Contract ("Agreement") dated _____ between _____ ("Resident") and _____ ("Owner") for the premises located at _____ ("Leased Premises") in the Hillview Court Apartments ("Residential Community").

This Addendum was created to provide a safe and pleasant environment for all residents to live in and to ensure that your rights are respected and maintained. Resident must comply with the House Rules and with any changes adopted in the future as a condition of the Agreement. Violations will be considered a breach of the Agreement. Hillview Court will give Residents notice in writing of any changes adopted.

GUEST/VISITOR POLICY: Resident is responsible for notifying any guest of the Hillview Court visitor policy. All guests must register at the front desk. Resident will need to escort their guest to and from the front desk. No guest will be permitted to stay in the Residential Community, including within the Leased Premises, unless accompanied by Resident. Resident is fully responsible for the actions and behavior of their guests while the guests are anywhere in the Residential Community, the Leased Premises, or grounds. Resident's guests are required to observe the House Rules. Owner reserves the right to ban non-compliant guests and visitors who present a risk to the safety and well-being of others residing in the Residential Community. During normal operating hours resident can sign in two (2) guests, residents may submit a written request of special consideration for additional guests.

All guests must show identification.

GUEST/VISITOR CONDUCT: Resident is responsible for ensuring any guest/visitor does not engage in conduct that interferes with the rights of other residents to enjoy their apartments properly and peacefully or cause conditions that are dangerous, hazardous, threatening, unsanitary or otherwise harmful to others in the Residential Community. Verbal threats or abusive behavior are not allowed. No weapons, fights or violence are allowed. In consideration of other residents, loud or disturbing noises (e.g., loud radio, TV) are not allowed. Guest/Visitor should be especially mindful of excessive noise before 8:00 a.m. or after 10:00 p.m.

KEYS AND ACCESS TO APARTMENT: Resident is prohibited from providing guests/visitors with keys for access to the Residential Community.

OVERNIGHT GUESTS: A guest is considered an "overnight" guest if they remain in the Residential Community beyond 2:00 a.m. Overnight guests are limited to twenty-one (21) days in a calendar year and seven (7) consecutive nights. Resident is limited to one (1) guest at any given time. Front desk logs are reviewed by Owner regularly. Residents may submit a written request of special consideration for more than one (1) guest, not to exceed three (3) and for extended overnight guests to Owner.

HILLVIEW COURT APARTMENTS

1000 Hillview Court
Milpitas CA 95035

Item # 15.

I have read the above Addendum to my Agreement and I am in agreement with the House Rules of the Residential Community.

Resident Name (print):

Resident Signature:

Date:

Owner Signature:



By (print name):

Kay Harris

Date:



LOW-INCOME LEASE RIDER

**THIS RIDER, AN INCOME CERTIFICATION, AND AN
EMPLOYER VERIFICATION MUST BE OBTAINED FROM
ALL TENANTS OF APARTMENTS FOR WHICH LOW-INCOME
HOUSING TAX CREDITS ARE REQUIRED.**

Tenant: _____
(If there is more than one adult occupant, each one must complete and sign a rider.)

Lease Date: _____

Apartment: Hillview Ct Apts

Building Address: 1000 Hillview Ct, Milpitas, CA 95035

The undersigned tenant hereby certifies and agrees as follows:

1. **Income Certification.** My attached income certification is true, correct, and complete. I agree to provide a similar certification annually upon request during the term of my occupancy.

2. **Employer Verification.** The landlord or property manager has my permission to verify my income from my employer, using the attached form now and on an annual basis.

3. **False Statements.** If my income certification and/or any lease application submitted by me is false, or if I fail to provide annual certifications, the landlord or property manager will have the right to terminate my lease and recover possession of my apartment. I understand that the landlord and property manager are relying on my income certification in accepting me as a tenant, and that the landlord will be seriously harmed if my income does not qualify the apartment for low-income housing tax credits. This rider shall be considered part of my lease.

Date: _____, 20____

Tenant:

(Signature)



Hillview Court Apartments Apartments

Mold & Mildew Addendum
Apartment # _____

This mold and mildew addendum dated _____, is attached to and made part of the lease dated _____ (the "Lease") by and between _____ and Hillview Ct Apts Apartments.

As a part of the on-going maintenance control at Hillview Court Apartments, please understand that the above-stated apartment was inspected, cleaned and painted prior to your move-in.

Resident(s) acknowledge that is necessary for resident(s) to provide appropriate climate control, keep the unit clean, and take other measures to retard and prevent mold and mildew from accumulating in the unit. Resident(s) agrees to clean unit on a regular basis to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. Resident(s) agrees not to block heating, ventilation or air-condition ducts in the unit. Resident also agrees to immediately report to the management office:

1. Any evidence of water leak or excessive moisture in the unit as well as in any storage room, garage or common area.
2. Any evidence of mold or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area.
3. Any failure or malfunction of the heating, ventilation or air conditioning system in the unit.
4. Any inoperable windows and doors.

Resident further agrees that resident shall be responsible for damage to the unit and Resident's property as well as injury to Resident and Occupants resulting from Resident's failure to comply with terms of this Addendum.

A default under the terms of this Addendum shall be deemed material default under the terms of the Lease, and the Lessor shall be entitled to exercise all the rights and remedies by law or in equity. Except as specifically stated here, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this agreement and the terms of the Lease, the terms of this Addendum shall control. Any term that is capitalized but not defined in this Addendum that is capitalized and defined in the Lease shall have the same meaning for purposes of this Addendum as it has for the purposes of the Lease.

Resident Date



Owner/Agent Date

Resident Date

Resident Date



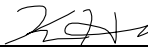
LEASE ADDENDUM

PUBLIC ACCESS DISCLOSURE

The following additional provisions are incorporated in full in the lease between _____ Hillview Court Apartments, hereinafter called "Owner/Agent" and _____, hereinafter called "Tenant", for the premises known as Apartment # _____, at 1000 Hillview Ct, Milpitas CA 95035, California. In case of any conflict between these and any other provisions of the lease, these provisions shall prevail. The tenant agrees to the following:

Megan's Law Notice: Assembly Bill 488 and the California Department of Justice, sheriff's departments, police departments servicing jurisdictions of 200,000 or more provides the public with Internet access to detailed information on registered sex offenders pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and is a source of information about the presence of these individuals in any neighborhood. The law is not intended to punish the offender and specifically prohibits using the information to harass or commit any crime against an offender. <http://www.meganslaw.ca.gov>.

Kay Harris
Owner/Agent


Authorized Representative

Date

_____ Tenant	_____ Date
_____ Tenant	_____ Date
_____ Tenant	_____ Date



Bedbug Addendum

This community has a comprehensive plan of action to follow when we encounter bedbugs in our community. Bedbugs are now a pandemic, not just here in the United States, but around the world. Following a systematic plan will ensure that issue is mitigated quickly and will protect other residents, family members, and guests in the community. Every effort is made to protect residents from the social embarrassment associated with having a bedbug infestation. Because self-treatment poses extreme dangers to residents and family, we require that a licensed pest management professional be engaged to help respond and treat infested apartments. Without full cooperation of the resident, this treatment program will not be successful. Because involving a pest management professional in the eradication plan is very difficult and costly, we require residents to cooperate fully in the treatment solution and policies relating to controlling bedbug infestations. Integrated pest management requires that the resident, landlord and pest management professional work together. Lack of cooperation will result in termination of tenancy.

This Bedbug Addendum (this "Addendum") is made and entered into as of this ____ day of _____, 20__ by and between Hillview Ct Apts (the "Landlord") and _____ (the "Resident"). This Addendum will acknowledge that all parties are aware of bedbug issues and will cooperate throughout the tenancy to deal with potential issues.

Landlord has inspected the unit and is aware of no bedbug infestation upon move-in on _____.

Resident(s) claim that all furnishings and personal properties to be moved into the premises are free of bedbugs _____ (Resident Initials) _____ (Resident Initials) _____ (Resident Initials) Resident(s) hereby agree to prevent and control possible infestation by adhering to the below list of responsibilities for the duration of the tenancy:

1. Inspection. Check for hitch-hiking bedbugs. If you stay in a hotel or another home, inspect your clothing, luggage, shoes and personal belongings for signs of bedbugs before re-entering your apartment. Check backpacks, shoes and clothing after using public transportation or visiting theaters. After guests visit, inspect beds, bedding and upholstered furniture for signs of bedbug infestation.

2. Duty to Report. Resident shall report any problems immediately to Owner/Agent. Even a few bedbugs can rapidly multiply to create a major infestation that can spread to other units. Manager will then be given access to rental unit for inspection within 24 hours of Resident being given written notice.

3. Mandatory Cooperation. Resident shall cooperate with pest control efforts. If your unit or a neighbor's unit is infested, a pest management professional will be called in to inspect and eradicate the problem.

4. Bed Bug Treatment. In the event of a bedbug issue, Resident agrees to execute the "Bed Bug Treatment Agreement" attached as Exhibit A. In addition, Resident must comply with recommendations and requests from the pest control specialist prior to professional treatment including but not limited to:

- a. Place all bedding, drapes, curtains and small rugs in plastic bags for transport to laundry or dry cleaners.
- b. Heavily infested mattresses are not salvageable and must be sealed in plastic and disposed of properly. Call Management for removal and disposal. Empty dressers, night stands and closets. Remove all items from floors and bag all clothing, shoes, boxes, toys, etc. Bag and tightly seal washable separately from non-washable items. Used plastic bags must be disposed of properly.

- c. Wash all machine-washable bedding, drapes, and clothing, etc. on the hottest water temperature and dry on the highest heat setting. Items that cannot be washed must be taken to a dry cleaner who MUST be informed of the issue. You must safely discard ALL items that cannot be decontaminated.
- d. Vacuum all floors, including the inside of closets. Vacuum all furniture including inside drawers and nightstands, mattresses and box springs. Carefully remove vacuum bags, sealing them tightly in plastic and discarding of properly. Use a brush attachment to dislodge eggs.
- e. Move furniture toward the center of the room so that technicians can easily treat carpet edges where bedbugs congregate, as well as walls and furniture surfaces. Items must be removed from the closets to allow for treatment.

5. Indemnification. Resident agrees to indemnify and hold the Landlord harmless from any actions, claims, losses, damages and expenses including but not limited to attorneys' fees that Landlord may incur as a result of the negligence of the Resident(s) or any guest occupying or using the premises.

6. Property Insurance. It is acknowledged that the Landlord shall not be liable for any loss of personal property to the Resident, as a result of an infestation of bedbugs. Resident agrees to obtain personal property insurance to cover such losses.

7. Default. Any Default of this Addendum or of the Lease by Resident shall entitle Landlord to pursue all rights and remedies available under this Addendum, the Lease, or applicable law including, but not limited to, terminating the Resident's right to possession of the premises for material non-compliance. The following will be considered material non-compliance of the Lease and Addendum:

- a. Any misrepresentation by the Resident in this Addendum.
- b. Refusal to execute the Bed Bug Treatment Agreement.
- c. Failure to promptly notify the Landlord of the presence of bedbugs.
- d. Failure to adequately prepare for treatment in the sole discretion of the pest control professional.
- e. Refusal to allow the Landlord to inspect the premises.
- f. Failure of the Resident to have personal property insurance to cover damage or losses to furniture.
- g. Any action that prevents treatment of the Unit or potentially exasperates or increases the bedbug issue.

8. Conflicts. To the extent that the terms of this Addendum are inconsistent with the terms of the Lease, the terms of this Addendum shall control.

By signing below, the undersigned Resident(s) agree and acknowledge having read and understood this addendum.

Dated: / /

Resident

Resident Date

Community Manager

Bedbug Addendum

**Hyder Property Mgmt
10/30/2013**

LEASE ADDENDUM
VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005

TENANT	LANDLORD	UNIT NO. & ADDRESS
--------	----------	--------------------

This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

Purpose of the Addendum

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

Conflicts with Other Provisions of the Lease

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

Term of the Lease Addendum

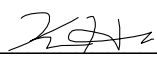
The effective date of this Lease Addendum is _____. This Lease Addendum shall continue to be in effect until the Lease is terminated.

VAWA Protections

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

Tenant

Date



Landlord

Date

**CERTIFICATION OF
DOMESTIC VIOLENCE,
DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING,
AND ALTERNATE DOCUMENTATION**

**U.S. Department of Housing
and Urban Development**

OMB Approval No. 2577-0286
Exp. 06/30/2017

Purpose of Form: The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

Use of This Optional Form: If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

Submission of Documentation: The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

**TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE,
DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

1. Date the written request is received by victim: _____

2. Name of victim: _____

3. Your name (if different from victim's): _____

4. Name(s) of other family member(s) listed on the lease: _____

5. Residence of victim: _____

6. Name of the accused perpetrator (if known and can be safely disclosed): _____

7. Relationship of the accused perpetrator to the victim: _____

8. Date(s) and times(s) of incident(s) (if known): _____

10. Location of incident(s): _____

In your own words, briefly describe the incident(s):

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____

Public Reporting Burden: The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

MOVE -IN/MOVE OUT INSPECTION REPORT

Project Name: _____ Date of Inspection: In _____ Out _____
 Tenant Name: _____ Unit # _____ Number of Bedrooms _____ Number of Baths _____
 Move-In Date: _____ Move-Out Date: _____

Acceptable?			Acceptable?			Acceptable?		
Kitchen	Yes In/Out	No In/Out	Bedroom # 2	Yes In/Out	No In/Out	Bathroom #1	Yes In/Out	No In/Out
Ceiling			Doors			Doors		
Doors			Walls			Walls & Towel Bar		
Walls			Ceiling			Ceiling		
Floor			Floor			Floor		
Stove/Oven			Light Fixtures			Toilet & Paper Reel		
Range/Hood			Window & Screen			Basin & Stopper		
Refrigerator			Window Covers			Tub or Shower		
Counter Tops			Bedroom #3			Light Fixtures/ GFI		
Sink/Disposer			Doors			Window/Vent Fan		
Light Fixtures/ GFI			Walls			Bathroom #2		
Cabinets & Under			Ceiling			Doors		
Refrigerator Pan			Floor			Walls & Towel Bar		
			Light Fixtures			Ceiling		
Lv Rm/Dining			Window & Screen			Floor		
Ceiling Fan			Window Covers			Toilet & Paper Reel		
Doors Incl. Screen			Bedroom #4			Basin & Stopper		
Walls			Doors			Tub or Shower		
Ceiling			Walls			Light Fixtures/GFI		
Floor			Ceiling			Window/Vent Fan		
Electric Fixtures			Floor			Miscellaneous		
Window/Screen			Light Fixtures			Smoke Alarm (s)		
Window Cover			Window & Screen			Electrical Panel		
Bedroom #1			Window Covers			Porch/Patio		
Doors			Heating Equip			Stairs		
Walls			Furnace & A/C			Storage Area		
Ceiling			Filter			Doorbell		
Floor			Thermostat			Yards		
Light Fixtures			Hot Water Tank			Front		
Window & Screen			Water Heat @120F			Back		
Window Covers			Water Heater Vent			Side		

Was the required Moisture Inspection conducted at Move In? _____ Move Out? _____.

Is the Moisture Inspection attached for Move In? _____ Move Out? _____.

Was any Mold detected at Move-In? _____ Move Out? _____

Was the required Smoke Detector(s) Inspection Conducted at Move In? _____ Move Out? _____

The unit upon move-in is in decent, safe and sanitary condition, any deficiencies are noted above.

Explanation of items that are NOT ACCEPTABLE (all items listed as not acceptable must be explained below):

I certify that the unit contains _____ working smoke detectors. I agree to replace batteries as needed and notify Management of any failures. I further certify that the foregoing report correctly represents the condition of the above-identified unit. Any deficiencies identified in this report will be remedied within 30 days of the date the tenant moves into the unit.

 Tenant Signature at Move-In

 Date

 Tenant Signature at Move-Out

 Date

 Manager Signature at Move-In

 Date

 Manager Signature at Move-Out

 Date



MOVE IN



MOVE OUT



SEMI ANNUAL

INSPECTION OF APPLIANCES

Item # 15.

Property Name: _____

UNIT# _____

DATE INSPECTED: _____

Inspector: Please check the box if the items is OK. If it is not OK circle the item
and note any Damage for each Burner, Oven Gaskets and MISSING Racks below:

STOVE

Serial # _____

Make: _____

Model: _____



L B Burner



L F Burner



OVEN



R B Burner



R F Burner



Needs Replaced

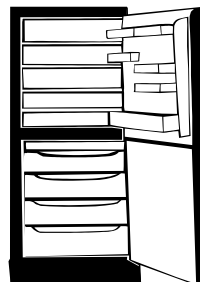
MISSING OR DAMAGED: () Drip pans () Oven Racks () Handles
() Knobs () Light () Broiler Pan

REFRIGERATOR

Serial # _____

Make: _____

Model: _____



Gaskets



Bins



Needs Replaced

MISSING OR () Bins () Handles () Door Racks
DAMAGED: () Light () Shelves () Other

WATER HEATER



N/A

Serial # _____

Make: _____

Model: _____



Pipes



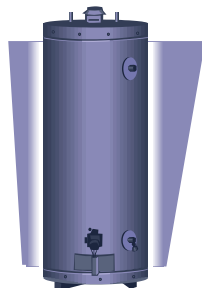
Relief Valve



Igniter



Earthquake Strap



Needs Replaced

DISH WASHER

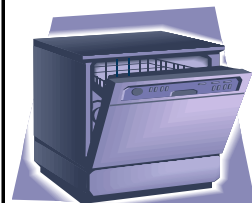


N/A

Serial # _____

Make: _____

Model: _____



Door Latch



Gasket



Needs Replaced

Note Damage or Missing Straps or pipes, Dishwasher Damage or missing Latch and Gasket:

OTHER APPLIANCES: Microwave Light, Range Hood Light and Filters , Garbage Disposal unit, etc)



Microwave



Light



Range Hood



Light



Filter



Fan



Fire Suppression X2



Garbage Disposal



Furnace



A/C Unit



HVAC

Comments: _____

Inspectors Signature: _____

Date: _____

MOISTURE INSPECTION

Item # 15.

The purpose of this inspection is to determine if any units have Mold or any condition that is conducive to the growth of Mold. **Mold will be treated as a *SERIOUS INCIDENT!***

All apartments must be inspected for Mold or conditions that could lead to Mold at all Semi-Annual Inspections, Move-In and Move-Out Inspections. Work Orders **and all other occasions when we are in a unit.** By inspecting the units as frequently as possible, we have the best chance to detect Mold conditions before any Mold has actually formed. Once Mold has formed, the problem becomes more complex.

This Moisture Inspection Report is to be attached to all Semi-Annual Inspections, Move-In and Move-Out Inspections, and Vacant Unit Inspections. You must additionally fill out the Moisture Inspection Report each time a Maintenance Work Order is completed in any unit. **This means that all work orders completed inside a unit will have a Moisture Inspection attached.** Each Moisture Inspection Report will be put in the permanent tenant file and in cases where Mold is detected, you must immediately file a **Serious Incident Report**, which must include a copy of the Moisture Inspection Report and call your Regional Manager.

When the report indicates that no Mold exists, but does indicate that there is a condition that could lead to Mold, you must remedy that condition immediately and report the action to your Regional Manager.

Use the following responses when filling out the form: (List specifics in the Comments)

Dry and no sign of mold = **NO**

Signs of mold = **YES**

Damp but no mold = **DAMP**

Odor = **NONE, SOME OR STRONG** [Indicate the odor by placing the N, S, or ST in the box]

Fold Line

MOISTURE INSPECTION

PROJECT

Unit Number _____ Date of Inspection _____ Inspector _____

Reason for Inspection: (CHECK) ☐ Tenant Call, ☐ Semi-Annual, ☐ Move-In, ☐ Move-Out, ☐ Work Order, ☐ Other _____

KITCHEN

NO	YES	DAMP	ODOR
☐	☐	☐	☐ Walls & Ceiling
☐	☐	☐	☐ Floor Grouting
☐	☐	☐	☐ Under Sink
☐	☐	☐	☐ Cabinets
☐	☐	☐	☐ Floor
☐	☐	☐	☐ Under Refrigerator (tray)
☐	☐	☐	☐ Refrigerator Seal
☐	☐	☐	☐ Pantry Walls
☐	☐	☐	☐ Open Food

BATHROOM

NO	YES	DAMP	ODOR
☐	☐	☐	☐ Walls & Ceiling
☐	☐	☐	☐ Floors
☐	☐	☐	☐ Grout
☐	☐	☐	☐ Shower Curtain
☐	☐	☐	☐ Stall
☐	☐	☐	☐ Fan
☐	☐	☐	☐ Under Sink
☐	☐	☐	☐ Base of Toilet
☐	☐	☐	☐ Behind Toilet

BATHROOM CONTINUED

NO	YES	DAMP	ODOR
☐	☐	☐	☐ Tub
☐	☐	☐	☐ Vent
ALL ROOMS			
☐	☐	☐	☐ Standing Water
☐	☐	☐	☐ Moisture Signs (condensation)
☐	☐	☐	☐ Discoloration
☐	☐	☐	☐ Carpet Stains
☐	☐	☐	☐ Carpet Moisture
☐	☐	☐	☐ Ceilings
☐	☐	☐	☐ Walls
☐	☐	☐	☐ Sills
☐	☐	☐	☐ Base
☐	☐	☐	☐ Vents
☐	☐	☐	☐ Filter(s)
☐	☐	☐	☐ A/C Drain
☐	☐	☐	☐ Odor
☐	☐	☐	☐ Light Fixtures
☐	☐	☐	☐ Hot Water Area Floor
☐	☐	☐	☐ Hot Water Area Walls

Comments (List locations and specifics): _____

**Memorandum of Understanding
Between the County of Santa Clara and JHC-Hillview LLC**

This No Cost Memorandum of Understanding (MOU) is between the following “Project Partners”: the County of Santa Clara (“County”), by and through the Santa Clara County Department of Behavioral Health Services (DBHS) and the Office of Supportive Housing (OSH); JHC-Hillview LLC, (“Owner”), a California limited liability company, of which Jamboree Housing Corporation, a California non-profit benefit corporation, is the Manager. The MOU is being entered into in order to establish roles and responsibilities related to the development and operations of Hillview Court, located at 1000 Hillview Court, Milpitas (“Project”).

RECITALS

- I. The Project is a 134-unit residential complex including a community room with kitchen, laundry, property management and service delivery offices, and common open space. Of the 134 units, 132 will have Section 8 Project Based Vouchers (PBV’s) and 2 are designated as manager’s units. The Project will offer studios for extremely low-income households-whose income is at 15-30% of Area Median Income. To establish the PBV’s at the Project, on May 12, 2021, the Owner entered into a Housing Assistance Payment Contract with the Santa Clara County Housing Authority (“Housing Authority”).
- II. Of the 132 PBV’s, 100 of the Project units will be designated to be occupied by non-elderly persons (18-61 years of age with disabilities, referred through the Santa Clara County of Office of Supportive Housing who are eligible for the Section 811 Mainstream Vouchers (“Supportive Services Units”), and 32 of the Project Units will be designated to be occupied by individuals or families who are in need of permanent supportive housing, and who are eligible for the Mainstream County’s Chronically Homeless Direct Referral Program (“Supportive Housing Residents”) as set forth in the Second Amended and Restated Memorandum of Understanding between the County of Santa Clara and the Housing Authority, which is attached as **Attachment A** to this MOU (“Housing Authority Agreement”). Eligible individuals or families who have a qualifying special need, will be referred to fill the units in compliance with the Housing Authority Agreement. The Housing Authority Agreement also requires that members of these households be provided with the services specified in the Supportive Services Plan described in **Attachment E**. Of the 132 Supportive Housing Units, 132 are studios. These units will be renovated housing units to meet current codes and Housing Quality Standards that will be set aside for individuals or families who have a qualifying special need, with incomes no greater than 30% Area Median Income (“PBV Eligible Resident”).
- III. In an effort to achieve a healthy and integrated community, this MOU represents a collaboration among the Project Partners to produce, operate and maintain high quality supportive housing units that help stabilize and improve the health and well-being of persons who have experienced housing instability and are living with serious mental illness. Important outcomes include, but are not limited to, residential stability, improved health, reduced use of acute and emergency services, stabilized and/or increased tenant incomes, and tenant participation in vocational programs.
- IV. This MOU also establishes the responsibilities of the Owner relating to property management and resident services; during or after full development of the Project, one or more of Owner’s obligations under this MOU may be carried out by an entity contracted by the Owner although the Owner will be solely responsible for ensuring compliance with all obligations set forth in this MOU.

- V. This MOU also establishes the County's responsibilities relating to supportive services for the tenants of the 132 Supportive Housing Units (Supportive Housing Residents); one or more of the County's obligations under this MOU may be carried out by an entity or entities contracted by the County although the County will be solely responsible for ensuring compliance with all obligations set forth in this MOU.

In consideration of the foregoing Recitals, which are incorporated herein by reference, the mutual promises and covenants contained herein and for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound thereby, the parties hereto do agree as follows:

AGREEMENT

I. Term.

- A. This MOU is effective as of August 31, 2021, and will continue thereafter for a term of 20 years or the occurrence of the earliest of the following events:
1. Either party terminates for convenience (without cause) or with cause by notifying the other party in writing six months prior to the effective date of termination. The written notice will provide the effective date and scope of the termination; or,
 2. Failure to secure ongoing necessary funding for this project and either party terminates by providing a minimum of six months' notice in writing; or,
 3. The sale of the Project. For the purposes of this agreement, a sale of the project shall refer to transfer of the Project such that neither the Owner nor any Owner-affiliated entities have any ownership interest in the Project.
 4. The Housing Authority Agreement is terminated before the term of this MOU.
- B. The parties may extend the term of this MOU by mutual agreement.
- C. If the Housing Authority Agreement is terminated before the term of this MOU, the responsibilities of the Project Partners pertaining to PBV Eligible Residents shall also be terminated.
- D. If this MOU is terminated, the tenancy of any and all tenants in the PBV units shall be governed by the fully executed lease and the Housing Authority Agreement.

II. Responsibilities of the Project Partners.

- A. Participate in a collaborative planning process that develops and strengthens linkages among the Project Partners, which will finance and deliver housing and services to the Supportive Housing Residents.
- B. Facilitate the development of inter-disciplinary and inter-agency strategies to more effectively meet Supportive Housing Residents' needs, including the provision of supportive services linked to permanent housing. Project Partners will coordinate staff and resources to reduce the fragmentation and barriers encountered by the Supportive Housing Residents and help them stabilize their health and maintain their housing.

- C. Work collaboratively to appropriately share information and decision-making through case conferences and other strategies as needed; deliver services appropriate to Supportive Housing Residents; and, implement appropriate safeguards to protect confidentiality in accordance with all applicable ethical and legal requirements.
- D. Work in partnership to identify service needs, develop program strategies, and implement services in a manner that respects the dignity and diversity of Supportive Housing Residents.
- E. Participate, as needed, in efforts to obtain and analyze data to document the cost-effectiveness of services linked to permanent mixed-supportive housing, while protecting and respecting individuals' confidentiality and privacy rights.
- F. Designate representative(s) to participate in the monthly (or as needed) operations meetings convened by the Property Management Agent, who will be responsible for operation and oversight of the Project. Meetings are to be attended by:
 - 1. The Owner, as represented by the on-site property manager, and his/her supervisor;
 - 2. Owner's Resident Services Coordinator and/or his/her supervisor who will be responsible for coordinating services for residents of the Supportive Housing units and/or Owner's Representative from Owner's Services Department;
 - 3. A representative from the County's Office of Supportive Housing; and,
 - 4. A representative from the County's Service Provider(s).
- G. While Operations Meetings will occur on a monthly basis, Project Partners may be required to attend additional meetings more frequently as necessary, for example during the rent-up period, or as agreed upon by the Project Partners.
- H. Designate representative(s) to participate in the weekly (or as needed) staff meetings convened by the Property Management Agent. Weekly staff meeting will discuss issues such as Supportive Housing Resident needs and how those needs are being met by the County and their Service Provider, policy issues, property management policies, maintenance and security problems, tenant crises, program policies, and how to effectively address such issues. Meetings are to be attended by:
 - 1. The On-site Property Manager;
 - 2. Owner's Resident Services Coordinator and/or Owner's Representative from Owner's Services Department; and,
 - 3. A representative from the County's Service Provider(s).
- I. Complete, in a timely manner, all reasonable and/or required requests for data and information from the Federal Government, the State of California, the County and the Housing Authority.

III. Owner Responsibilities.

- A. Owner shall secure all other predevelopment, construction, and permanent funding required for development and operation of the Project.

- B. Develop and implement supportive services policies, in consultation with the Property Management Agent and services partners, that govern the Project and publicly represents and gives overall direction to the activities that take place at the housing site. The Project is to be managed in compliance with all regulatory agreements for the Property and regulations pertaining to applicable subsidy programs.
- C. Ensure that all duties listed in Sections IV and V are carried out.
- D. Establish property management policies and procedures pertaining to the Project, including the establishment of the lease and house rules, and work to keep the operation of the Project responsive to legal issues.
- E. Provide a representative who will perform the following functions in matters pertaining to the Project. The Property Management Agent may serve in this role on Owner's behalf:
 - 1. Respond to complaints and concerns from all parties as well as Supportive Housing Residents.
 - 2. Oversee Management practice and strategy for effective communication and responsiveness to tenants including reasonable accommodation requests.
 - 3. Facilitate and attend meetings as needed.
 - 4. Represent the Project publicly to community members and to local government agencies, as appropriate.
 - 5. Collaboratively advocate for continued funding and services for the Project.
 - 6. Notify Project Partners of any potential changes to the regular operations of the Project, or any potential changes or losses of funding that could impact the operations of the Project.
 - 7. Provide all parties at least 90 days notice of a change in Owner's Property Management Agent and/or Services Coordinator.
 - 8. Establish a reasonable policy of "screening-in" potential Supportive Housing Residents. See **Attachment B ("Tenant Selection Criteria")** and **Attachment C ("Screening-In Criteria")**.
 - 9. Establish and communicate clearly about policy and procedures related to the move-in process and ongoing tenancy issues, such as lease agreement, house rules and unit transfer process to Supportive Housing Residents, and work with Project Partners and Supportive Housing Residents to resolve questions and concerns about the move-in process.
 - 10. Attend meetings as required by this MOU, and otherwise help to resolve differences between Project Partners.

11. Communicate regularly with OSH regarding rent roll reviews and notices given to Supportive Housing Residents.

F. Promote collaboration and communication between the Property Management Agent, the Resident Services Coordinator, OSH, and Service Provider(s) throughout tenancy and especially in the eviction process by attending and facilitating meetings between the parties as necessary, investigating questions and complaints about the process, and communicating with relevant parties.

G. Owner or their agent will provide the necessary staffing to perform their obligations as set forth in this MOU.

H. Owner will comply with all conditions and terms of the Housing Authority Agreement.

I. Owner will comply with applicable federal, state and local laws in administering the Project, including but not limited to the extent applicable, fair housing laws, disability laws, prevailing wages, and laws regarding the confidentiality of protected health information.

IV. Responsibilities of Owner's Property Management Agent. Owner shall use best efforts to cause the Property Management Agent to agree that it will:

A. Provide prospective Supportive Housing Residents with current written descriptions of the Property to include numbers and types of units, additional facilities, tenant screening policy, tenant selection criteria, rental rates and subsidy programs.

B. Share with OSH and Service Provider copies of the application form and all other required documents, and the criteria used by Property Management Agent to "screen-in" and approve or deny applicants. Property Management Agent will notify OSH and Service Provider any time there is a change in these forms or policies.

C. Provide property management services for the entire Project by implementing and complying with the approved Tenant Selection Criteria, Screening-In Criteria and Property Management Plan (**Attachment D**),

1. Provide Supportive Housing Residents with current copies of the Lease Agreement and House Rules for the Project at move in. As part of the move-in process, communicate clearly with Supportive Housing Residents about policy and procedures related to the move-in process and ongoing tenancy issues, such as lease agreement, house rules, late fees and unit transfer process.

2. Provide Supportive Housing Residents with written policies and procedures for maintenance requests, including any forms that must be completed to request maintenance work.

3. Explain to new Supportive Housing Residents the roles and responsibilities of Property Management Agent, Resident Services Coordinator and Service Providers at the Project and remind Supportive Housing Residents of on-site Property Manager's responsibility to refer tenants to Service Provider whenever their housing is in jeopardy.

4. Provide Supportive Housing Residents with a written policy/procedure outlining the process for tenants to request a reasonable accommodation, including forms or language that will assist the Owner and Property Management Agent in meeting Supportive Housing Residents' needs. Due to the sensitive nature and legal issues surrounding reasonable accommodation, Property Management Agent will consult with the Owner regarding the handling of reasonable accommodation requests. Provide Supportive Housing Residents written acknowledgement of receipt of reasonable accommodation requests within five (5) business days from the receipt of such request. Written response to requests will be provided in a timely manner.
- D. Coordinate and work with OSH and County Service Provider(s) to address Supportive Housing Residents' issues. By use of a required and fully executed consent form from the program participant(s):
1. Notify OSH and County Service Provider(s) of the status of an individual's application for tenancy. OSH and County Service Provider(s) shall be kept reasonably informed of anticipated vacancies and move-ins through discussion of these topics at regular meetings, as well as email and phone communication regarding appointments with prospective Support Housing Residents for screening interviews and lease signing meetings.
 2. Enforce leases and house rules consistently and inform appropriate County Service Provider on all warning letters and all notices sent to Supportive Housing Resident when such Supportive Housing Resident has given permission for such sharing with a particular Service Provider.
 3. Keep OSH and County Service Provider(s) informed of property management issues related to Supportive Housing Residents such as eviction noticing, vacancies and rent changes.
 4. Ensure that staff members working at the Property are introduced to County Service Provider staff and are aware of the roles and responsibilities of the County Service Provider.
 5. Notify County Service Provider(s) of unusual, erratic or disruptive behavior the Property Management Agent observes in tenants. It is understood that Property Management Agent is not a health care provider or health care professional and has no diagnostic or health related skill set and shall not be held responsible for failing to observe or recognize behavior that might be deemed to be unusual, erratic or disruptive.
 6. If eviction is to occur, communicate with appropriate Service Provider(s) regarding the process of notices, responses and court dates, and if eviction is successful, regarding the lockout date.
 7. Contact County Service Providers or OSH when Property Management Agent is aware that a Supportive Housing Resident's health, safety, or housing are at risk or at time when the Program Tenant has authorized disclosure of information to the Service Provider. The intent of such communication will be to promote the health and well-being of individual Supportive Housing Residents and to reduce the potential for evictions.

8. Keep OSH and County Service Providers informed of issues affecting the general health and safety of staff and residents at the Project about which the Property Management Agent is aware.

- E. Integrate the Supportive Housing Residents into the entire Property/Project by inviting them to all events/activities on the Project site.
- F. The Property Management Agent will work with Owner in the preparation and implementation of the site's Emergency Preparedness Plan. This plan shall include evacuation information that the Property Management Agent will provide to Supportive Housing Residents upon move-in. It is acknowledged and understood by all Parties that Owner, Property Management Agent and County Service Provider cannot and are not guaranteeing or warranting the safety or security of the Supportive Housing Residents.
- G. Ensure that Property Management Agent's staff is trained on when to call the police, when to communicate with their supervisors and with OSH and the County Service Providers in the event of an emergency.
- H. Attend meetings as required by this MOU.

V. Responsibilities of Owner's Service Coordinator. Owner is responsible for contracting 2 full-time Service Coordinator who will provide information, referral, service coordination and community building activities for all residents of the Project. Owner's Service Coordinator's role, as it pertains to the Supportive Housing Residents, is to ensure that the County Service Provider(s) contracted by OSH and offered to the Supportive Housing Residents are informed of resident services provided to all residents within the entire Project. Owner's Service Coordinator agrees to:

- A. Assist the OSH and County Service Provider(s) in outreaching to Supportive Housing Residents to integrate them into the entire Project. This includes informing Service Provider of all residents of resident services provided to all residents at the property so Service Provider can encourage and support Supportive Housing Resident attendance at such events.
- B. Attend meetings as required by this MOU.
- C. Notify County Service Provider(s) of unusual, erratic or disruptive behavior it observes in tenants. It is understood that Owner's Service Coordinator is not a health care provider or health care professional and has no diagnostic or health related skill set and shall not be held responsible for failing to observe or recognize behavior that might be deemed to be unusual, erratic or disruptive to Supportive Housing Residents.
- D. Keep County Service Provider(s) informed of issues affecting the general health and safety of staff and residents at the Project about which the Owner's Service Coordinator is aware.
- E. Notify appropriate County Service Provider(s) staff members of arrests, hospitalizations, and other critical incidents that Owner's Service Coordinator is aware of as soon as reasonably possible. A

critical incident includes, but it is not limited to disruptive behavior in tenants that could lead to an arrest.

- F. Meet with each new Supportive Housing Resident to introduce them to the property and the services provided within the community.

VI. County Responsibilities.

- A. Ensure that Supportive Housing Residents are provided supportive services in accordance with the Supportive Services Plan, **Attachment E** of this Agreement and in accordance with the Housing Authority Agreement for the CHDR program. These services will be provided by County Service Provider(s) who may be County employees or be community-based organizations that are under contract with the County. The primary objective of the Service Provider(s) is to help Supportive Housing Residents obtain and maintain their housing.
- B. When using contract providers, ensure that the contractors are compliant with the insurance requirements set forth in their contracts with the County and that the contractors add the Owner and Property Management Agent as additional insureds for the insurance policies to which the County is also an additional insured.
- C. Ensure that all duties listed in Sections VII are carried out.
- D. If the Owner has concerns about the services provided by an existing service provider, the Owner will communicate these issues to the County. The County and Owner will work collaboratively to select a new service provider.
- E. To the greatest extent possible, the County shall minimize the number of different County Service Providers and staff in order to reduce obstacles to coordination with all Project Partners. A contact list will be provided to the Owner and Property Management Agent which will include updated contact information for the Service Provider(s) and which unit the Service Provider(s) is providing services for.
- F. Interface with the Property Manager on tenant/landlord issues that may arise.
- G. Refer individuals and families to the Project's Supportive Housing units using the following general guidelines. Generally, households will be referred to Supportive Housing Units in the order in which they enrolled intensive case management services. However, the County may refer clients based on the needs of the households, requirements of the Project and the needs of the CCP:
 - 1. Referred households will submit completed application packets within ten (10) days after receiving notice of availability from Property Management Agent. Property Management Agent will fill the vacancy and notify OSH via email if there is failure to provide complete applicant packets within 10 days.

2. In the event a Supportive Housing Unit is vacant for more than 60 days, the Supportive Housing unit converts to a standard PBV unit for the duration of the Section 8 Housing Assistance Payment (HAP) contract.

- H. Through its County Service Provider(s), provide Supportive Housing Residents with ongoing support and mainstream services throughout their tenancy, including participating and attending move in appointments to support Supportive Housing Resident understanding of lease agreements and addenda, late fees, unit transfer process, and ongoing tenancy issues. The level of service may be reduced for Supportive Housing Residents who are able to live more independently and increased for those Supportive Housing Residents needing additional support.
- I. As necessary, develop, implement and enforce supportive service agreements among service providers.
- J. In the event that a Supportive Housing Resident has vacated his/her unit, the County will assist the Owner, by making reasonable attempts to assist other household members who are residing with the Supportive Housing Resident in finding alternative living accommodations, including, but not limited to, vacant units within the Project to the extent they qualify.
- K. Ensure that County Service Provider(s) utilize and adhere to Help Management Information System (HMIS) standards.
- L. Assist County Service Providers in connecting Supportive Housing Residents to appropriate services based on residents' tenancy status and/or their health conditions.
- M. Determine the methods, details and means of performing the services to be provided by the County, through its employees, designated community-based organizations or the CCP under this MOU.
- N. Attend meetings as required by this project. Ensure that the Supportive Housing Residents' case managers participate in these meetings as appropriate.
- O. Assist, as needed, in the coordination of the Operations Meeting to be attended by management representatives of Project Partners.
- P. Inform Owner of changes to pertinent County policies and guidelines.

VII. County's Service Provider Responsibilities. The County Service Provider provides or coordinates an array of supportive services to help the 132 Supportive Housing Residents obtain and maintain permanent housing and improve their health and well-being. These services are provided in accordance with **Attachment E**. In addition, the County will put into place a service provider that will agree to the following:

- A. Coordinate services with the Owner's Service Coordinator and Property Management Agent and support community building activities that integrate Supportive Housing Residents into the entire Project.

- B. Participate in weekly and/or monthly operation meetings with Property Manager who agrees to bring to this meeting updated monthly rent rolls, notices served, behavioral issues and concerns with Supportive Housing Residents, housing quality standards issues with Supportive Housing Residents, and other service referrals.
- C. Attend meetings with OSH when requested to discuss pertinent Property and/or Supportive Housing Resident issues.
- D. When requested, provide appropriate non-legal referrals to Supportive Housing Residents to assist them in meeting tenancy obligations when Property Manager serves warning letters or notices regarding non compliance with leases and house rules.
- E. County Service Provider will provide the Owner's Property Management Agent with their policy on how to handle emergencies during regular business hours, weekends, and after-hours, such as, but not limited to: unusual, erratic or disruptive behavior in tenants, or if a resident's health, safety, or housing are at risk.

VIII. Confidentiality of Protected Health Information (PHI). Each party agrees to maintain confidentiality of medical and psychiatric records of Supportive Housing Residents as required by law, including, but not limited to, the extent applicable, California Welfare and Institutions Code section 5328 et seq., California Evidence Code section 1010 et seq. and Health Insurance Portability and Accountability Act ("HIPAA"), 45 C.F.R., Parts 160 & 164. Each party agrees that it will not disclose a Program Tenant's PHI to third parties without the consent of the Program Tenant unless such disclosure is authorized or required by law. Unlawful disclosure of a Program Tenant's PHI shall be considered a material breach of this MOU.

IX. Maximum Financial Obligation of the County. The County's obligations under this MOU are contingent upon the appropriation of sufficient funding by the Federal, State and County sources for the services covered by this MOU. If it becomes apparent to County at any time, in County's sole discretion, that insufficient funding will exist, or that funding from any source will be discontinued, delayed, denied, reduced, or disallowed for any of the services covered under this MOU, County has the option to either terminate this MOU with no liability occurring to County or to offer an amendment to this MOU indicating the reduced amount. The County agrees to serve a minimum of a six (6) month written notice of program changes and/or termination of program funds.

X. Amendments. This MOU may be amended only by a written instrument signed by the parties to this MOU.

XI. Entire Agreement. This MOU, exhibits and attachments represent the entire agreement between the parties. This MOU supersedes any and all prior or contemporaneous agreements, representations, and understandings between Owner, Owner's Management Agent, and the County with regard to this subject matter.

XII. Conflicts of Interest. Owner shall comply, and require its subcontractors to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et.

seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this MOU and is grounds for immediate termination of this MOU by the County.

In accepting this MOU, the Parties covenant that they presently have no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this MOU. The Parties further covenant that, in the performance of this MOU, they will not employ any contractor or person having such an interest. The Parties, including but not limited to the Party's employees and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this MOU, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this MOU, the Parties shall, upon execution of this MOU, provide the County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to the Party's employees, agents and subcontractors, that could be substantively involved in "making a governmental decision" or "serving in a staff capacity and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position," (2 CCR 18701(a)(2)), as part of the Party's service to the County under this MOU. The Parties shall immediately notify the County of the names and email addresses of any additional individuals later assigned to provide such service to the County under this MOU in such a capacity. The Parties shall immediately notify the County of the names of individuals working in such a capacity who, during the course of the MOU, end their service to the County.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this MOU, the Parties shall ensure that all such individuals identified pursuant to this section understand that they are subject to the Act and shall conform to all requirements of the Act and other laws and regulations listed in subsection (A) including, as required, filing of Statements of Economic Interests within 30 days of commencing service pursuant to this MOU, annually by April 1, and within 30 days of their termination of service pursuant to this MOU.

- XIII. Assignment.** Except as otherwise permitted by this MOU, no assignment of this MOU or of the rights and obligations hereunder shall be valid without the prior written consent of the other party.
- XIV. Waiver.** No delay or failure to require performance of any provision of this MOU shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing and shall apply to the specific instance expressly stated.
- XV. Governing Law, Venue.** This MOU has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this MOU shall be in the County of Santa Clara.
- XVI. Counterparts.** This MOU may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

XVII. Severability. If any provision of this MOU is found by a court of competent jurisdiction to be void, invalid or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this MOU.

XVIII. Non-discrimination. Owner shall comply with all applicable Federal, State, and local laws and regulations including Santa Clara County's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); and California Labor Code sections 1101 and 1102. Owner shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Owner discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

XIX. Notices. All notices under this MOU will be deemed given when in writing and delivered personally or deposited in the United States mail, postage prepaid, return receipt requested, addressed to the other party at the address set forth below or at such other address as the party may designate in writing.

To the County

Director, Office of Supportive Housing
2310 N. 1st Street, Suite #201
San Jose, Ca 95131

To Owner

JHC-Hillview LLC
c/o Jamboree Housing Corporation
17701 Cowan Avenue, suite 200
Irvine, CA 92614
Attention: Asset Management
Email: compliance@jamboreehousing.com

To the Property Management Company

Hyder Property Management Professionals
1649 Capalina Road, Suite 500
San Marcos, CA 92069
Attention: Kyle Beach
Email: kbeach@hyderco.com

XX. Insurance and Indemnification. Without limiting the indemnification, each Party shall, at its expense, maintain policies of general and professional liability insurance, or self-insurance as authorized by California Government Code section 990.4, in an amount of at least one million (\$1,000,000) per

occurrence and two million (\$2,000,000) dollars aggregate, against claims and liabilities arising out of or relating to this MOU. The commercial general liability coverage obtained by each Party through the required insurance shall be endorsed to provide coverage to the County as additional insured. Evidence of such coverage will be presented to the other Party. In the event that such coverage is written on a claims-made basis, each Party shall arrange for appropriate tail coverage consistent with the requirements of this section if / or when such claims-made policy is canceled or not renewed. The provisions of this section shall survive the termination of this MOU. The Parties understand that the foregoing insurance requirements apply only to activities performed pursuant to this MOU and not to any other mental health care or other activities of the parties.

Each Party agrees to indemnify, defend and hold harmless the other Party, its Board members, officers, directors, trustees, principals, partners, members, shareholders, related entities, successors and assigns employees and agents (together "**Employees and Agents**") from and against any claim, liability, or loss, actions, causes of action, suits, judgments, orders, administrative proceedings, alternative dispute resolution proceedings, fines, penalties, demands, obligations, damages, debts, costs expenses (including without limitation reasonable attorneys' fees) ("Claims"), arising out of or relating to the acts or omissions of the indemnifying party of any of its Employees or Agents in connection with this MOU. The Parties will cooperate with each other in the investigation and disposition of any claim arising out of the activities of the MOU, provided that nothing will require either Party to disclose any documents, records or communications which are protected under the peer review privilege, the attorney-client privilege, or the attorney work-product privilege. The provisions of this section will survive the termination of this MOU and the indemnification and defense obligations hereunder shall extend to Claims occurring after this MOU is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the indemnified parties for such matters which are indemnified herein are fully and finally barred by applicable Laws. The indemnification set forth herein shall include all costs and actual attorney's fees incurred in enforcing this indemnification provision.

XIII. Wage Theft Prevention. (1) Compliance with Wage and Hour Laws: Contractor, and any subcontractor it employs to complete work under this MOU, must 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 any local Minimum Wage Ordinance or Living Wage Ordinance. This MOU does not constitute a service agreement subject to the requirements of County Ordinance Code section B36 and related County policies.

(2) Final Judgments, Decisions, and Orders: For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted. Relevant investigatory government agencies include: the federal Department of Labor, the California Division of Labor Standards Enforcement, a local enforcement agency, or any other government entity tasked with the investigation and enforcement of wage and hour laws.

(3) Prior Judgments against Contractor and/or its Subcontractors: BY SIGNING THIS MOU, OWNER AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING—IN THE FIVE YEARS PRIOR TO EXECUTING THIS MOU—THAT OWNER HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. OWNER FURTHER AFFIRMS THAT IT HAS SATISFIED AND COMPLIED WITH—OR HAS REACHED

AGREEMENT WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH JUDGMENTS, DECISIONS, OR ORDERS.

(4) **Judgments During Term of Contract:** 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 Owner or any subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or Owner learns of such a judgment, decision, or order that was not previously disclosed, Owner must inform the Office of the County Executive—Office of Countywide Contracting Management (OCCM), no more than 15 days after the judgment, decision, or order becomes final or of learning of the final judgment, decision, or order. Owner and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive—OCCM with documentary evidence of compliance with the final judgment, decision, or order within 5 days of satisfying the final judgment, decision, or order. The County reserves the right to require Owner to enter into an agreement with the County regarding the manner in which any such final judgment, decision, or order will be satisfied.

(5) **County's Right to Withhold Payment:** Where Owner or any subcontractor it employs to perform work under this MOU has been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, the County reserves the right to withhold payment to Owner until such judgment, decision, or order has been satisfied in full.

(6) **Material Breach:** Failure to comply with any part of this Section constitutes a material breach of this MOU. Such breach may serve as a basis for termination of this MOU and/or any other remedies available under this MOU and/or law.

(7) **Notice to County Related to Wage Theft Prevention:** Notice provided to the Office of the County Executive as required under this Section shall be addressed to: Office of the County Executive—OCCM; 70 West Hedding Street; East Wing, 11th Floor; San José, CA 95110. The Notice provisions of this Section are separate from any other notice provisions in this MOU and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

XIV. Contract Execution. Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the County.

XV. County No-smoking Policy. Owner and its employees, agents and subcontractors, shall comply with the County's No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

Attachment A: Second Amended and Restated Memorandum of Understanding between the County of Santa Clara and the Santa Clara County Housing Authority
Attachment B: Tenant Selection Criteria
Attachment C: Screening-In Criteria
Attachment D: Property Management Plan
Attachment E: Services for Supportive Housing

IN WITNESS WHEREOF, the parties have caused this MOU to be entered into as of the day and year of execution of this MOU.

COUNTY OF SANTA CLARA

Consuelo Hernandez, Director
Office of Supportive Housing

Date: _____

JHC-Hillview LLC

A California limited liability company

By: Jamboree Housing Corporation,
a California nonprofit public benefit corporation

Its: Manager

By: _____
Michael Massie, Chief Development
Officer

APPROVED AS TO FORM AND LEGALITY

Karen Willis
Deputy County Counsel
Date: _____

**SECOND AMENDED AND RESTATED NO COST MEMORANDUM OF
UNDERSTANDING BETWEEN THE COUNTY OF SANTA CLARA AND THE SANTA
CLARA COUNTY HOUSING AUTHORITY**

This Second Amended and Restated Memorandum of Understanding ("Second Amended and Restated MOU") is between the County of Santa Clara ("County") and the Santa Clara County Housing Authority ("Housing Authority"), collectively referred to as the Parties, and is being entered into to establish roles, rights, and responsibilities related to providing permanent supportive housing to eligible individuals and families as defined in the Second Amended and Restated MOU. The Second Amended and Restated MOU replaces and supersedes all previous MOUs between the County and the Housing Authority.

RECITALS

- A. Whereas, the Housing Authority received approval for Moving to Work (MTW) Activity 2009-05, which established a preference for chronically homeless individuals and families.
- B. Whereas, in 2011, the Housing Authority established the Chronically Homeless Direct Referral Program ("CHDR") and allocated 200 Section 8 Housing Choice Vouchers to CHDR, in 2012 allocated an additional 100 vouchers to CHDR, and in 2016 allocated an additional 500 vouchers to CHDR.
- C. Whereas, the objective of CHDR is to provide affordable, permanent housing for chronically homeless individuals and families by providing permanent rental subsidies and appropriate supportive services through the collaborative effort of the Housing Authority, the County and other stakeholders as part of the Care Coordination Project (CCP). The CCP is a countywide coordinated system of care primarily for chronically homeless individuals and families. It is managed by the County's Office of Supportive Housing and is a collaboration with the County, the Housing Authority, the City of San Jose, Destination: Home, other cities, other public agencies, and various community-based organizations (CBOs) to pool, prioritize and standardize permanent supportive housing.
- D. Whereas, in 2012, the Housing Authority and the County entered into an MOU that described the roles and responsibilities of each organization with respect to CHDR and the CCP.
- E. Whereas, the Parties entered into a new MOU on January 12, 2016 (the "Original MOU").
- F. Whereas, the Parties fully entered into an amended and restated MOU on September 28, 2016, in order to modify CHDR to better meet the needs of homeless individuals and families, maximize local resources, and make corrections to the Original MOU.

Page 1 of 19

- G. Whereas, on March 28, 2017, the Parties amended and restated the MOU (from September 28, 2016) in order to ensure that Section 8 subsidies could be utilized as match for Continuum of Care (CoC) grants from the U.S. Department of Housing and Urban Development (HUD).
- H. Whereas, the Housing Authority received approval for MTW Activity 2017-2, the Special Needs Direct Referral Program ("SNDR") which established a preference for individuals and families with special needs.
- I. Whereas, the Parties seek to expand permanent supportive housing programs using SNDR, and ensure that SNDR is coordinated with CHDR (collectively, "Programs").
- J. In consideration of the foregoing Recitals, and the mutual promises and covenants contained in this Second Amended and Restated MOU, the Parties agree that this Second Amended and Restated MOU and its terms and conditions shall supersede and replace the terms and conditions of the First Amended and Restated MOU.

SECOND AMENDED AND RESTATED MOU

I. TERM

This Second Amended and Restated MOU is effective as of the date it is fully executed, and will continue thereafter until June 30, 2035, unless extended by mutual consent or terminated as provided below in Section IV.

II. ELIGIBLE INDIVIDUALS AND FAMILIES

- A. In order to be eligible for either the CHDR or the SNDR, individuals and families must meet all of the following criteria.
 - 1. Through one or more assessment tools, determined to need the assistance of a permanent supportive housing program in order to obtain and/or maintain permanent housing;
 - 2. Meet all of the eligibility criteria for the Section 8 program; and,
 - 3. Be enrolled in the services component of a permanent supportive housing program.
- B. Eligibility Criteria for CHDR.
 - 1. Individuals and families who fall under one or more of the following categories are eligible for the CHDR.
 - i. Chronically homeless individuals and families who meet the United States Department of Housing and Urban Development's ("HUD") definition of chronically homeless that

is in effect as published in the Federal Register on the date of their enrollment in case management for permanent supportive housing.

- ii. Individuals or families who are participating in other supportive housing programs, but who met or would have met the HUD definition of chronically homelessness at the time that they enrolled in the other supportive housing program. Other supportive housing programs include, but are not limited to, permanent supportive housing programs, rapid-rehousing programs and transitional housing programs.
- iii. Individuals or families who are participating in other supportive housing programs, who were homeless at the time that they enrolled in the other supportive housing program and is a person with disabilities. Other supportive housing programs include, but are not limited to, permanent supportive housing programs, rapid-rehousing programs, and transitional housing programs. This is intended to provide permanent supportive housing to individuals whose disabling conditions may not have been known at the time of their enrollment in the other supportive housing program.

2. For the CHDR program, "Homeless" is defined as:

- i. Literally Homeless. An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
 - (a) Has a primary nighttime residence that is a public or private place not meant for human habitation;
 - (b) Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); or,
 - (c) Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

Or,

- ii. An individual or family who is fleeing or attempting to flee domestic violence and:
 - (a) Has no other residence; and,
 - (b) Lacks the resources or support networks to obtain other permanent housing

3. For the CHDR program, "Homeless person with disabilities" is defined in 42 U.S. Code § 11360 (9) as follows.

i. In general the term "homeless individual with a disability" means an individual who is homeless, as defined in section 11302 of this title, and has a disability that—

(a)

(1) is expected to be long-continuing or of indefinite duration;

(2) substantially impedes the individual's ability to live independently;

(3) could be improved by the provision of more suitable housing conditions; and,

(4) is a physical, mental, or emotional impairment, including an impairment caused by alcohol or drug abuse, post-traumatic stress disorder, or brain injury; or,

(b) is a developmental disability, as defined in section 15002 of this title; or,

(c) is the disease of acquired immunodeficiency syndrome or any condition arising from the etiologic agency for acquired immunodeficiency syndrome.

ii. For families, the head of household must meet the definition of "homeless person with disabilities" as defined in Section II B 3 i.

C. Eligibility Criteria for the SNDR Program. In addition to meeting the criteria specified in Section II A, individuals and families are eligible for the SNDR program if they meet all three requirements as described in Section II C 1, 2, and 3:

1. Meet at least one of the following conditions

i. An adult with disabilities as defined in Section II B 3 i a, b or c, or,

ii. The individual or head of household is an adult with a serious mental illness. Pursuant to Section 1912(c) of the Public Health Service Act, as amended by Public Law 102-321, "adults with a serious mental illness" are persons: (1) age 18 and over and (2) who currently have, or at any time during the past year, had a diagnosable mental, behavioral, or emotional disorder of sufficient duration to meet diagnostic criteria specified within DSM-V or their ICD-10-CM equivalent (and subsequent revisions) with the exception of substance use disorders and developmental disorders which are excluded, unless they co-occur with another diagnosable serious mental illness (3) that

has resulted in functional impairment which substantially interferes with or limits one or more major life activities;¹ or,

- iii. Have a child or children with a serious emotional disturbance. Pursuant to Section 1911(c) of the Public Health Service Act, "children with a serious emotional disturbance" are (1) from birth up to age 18 and (2) who currently have, or at any time during the last year, had a diagnosable mental, behavioral or emotional disorder of sufficient duration to meet diagnostic criteria specified within DSM-V or ICD-10 that resulted in functional impairment which substantially interferes with or limits the child's role or functioning in family, school, or community activities.²
2. And, at time of enrollment in the supportive housing program, the individual or family has an annual income that is no greater than 30% of the area median income adjusted for household size.
 3. The SNDR will be prioritized for individuals or families who meet the definitions of homelessness as described in Section II B 2. However, SNDR will also be available to individuals or families who:
 - i. Are unaccompanied youth under 25 years of age, or families with children and youth, who: (1) are defined as homeless under the other listed federal statutes; (2) have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the homeless assistance application; (3) have experienced persistent instability as measured by two moves or more during in the preceding 60 days; and, (4) can be expected to continue in such status for an extended period of time due to special needs or barriers.

Or,

- ii. Will imminently lose their primary nighttime residence, provided that: (1) Residence will be lost within 14 days of the date of application for homeless assistance; (2) No subsequent residence has been identified; and, (3) The individual or family lacks the resources or support networks needed to obtain other permanent housing. The nighttime residence may be a residential care facility, residential treatment or crisis stabilization program for substance abuse or mental illness, prison, jail, skilled nursing facility, hospital, or other institution if:

¹ Federal Register Volume 58 No. 96 published Thursday, May 20, 1993, pages 29422 through 29425.

² Federal Register Volume 58 No. 96 published Thursday, May 20, 1993, pages 29422 through 29425.

- (a) Immediately prior to entering the program/institution, the individual (or family) was literally homeless (Section II B 2 i), was fleeing or attempting to flee domestic violence (Section II B 2 ii), or,
- (b) While residing in the program/institution, the individual (or family) lost their housing due to a foreclosure or eviction.

III. COUNTY ROLES AND RESPONSIBILITIES

- A. The County will refer eligible individuals or families, as defined in this Second Amended and Restated MOU, to the "Programs." The programs will provide Section 8 Housing Choice Vouchers or Project Based Vouchers to eligible individual and families who are enrolled in case management programs. These case management programs may be operated by the County or community-based organizations under contract with the County. The County will ensure that the clients receive intensive case management services and/or other ongoing supportive services.
- B. The County will designate one manager to serve as the primary liaison to the Housing Authority for the Programs.
- C. Related to the applicants or program participants, the County, through its employees or designated community-based organizations, will:
 - 1. Refer eligible individuals and families to the Housing Authority by submitting complete referral/application packets and all required documentation. Participants will be referred to the Housing Authority by date and time of the eligible participants' enrollment in case management services or participants' enrollment in other supportive housing programs.
 - 2. Have experience with the target population, including those who are high users of safety-net services such as emergency and acute health services. The primary objective of the supportive services is to help program participants obtain and maintain their housing. The Service Provider integrates case management, clinical services, educational and vocational services and housing services to help chronically homeless individuals obtain and retain permanent housing. The Service Provider is responsible for helping individuals or families:
 - a. Enroll, engage and remain engaged in services;
 - b. Obtain permanent housing as quickly as possible, with the goal of moving into housing within 60 days of enrollment in case management;

- c. Remain housed for at least 12 months or leave the program for other stable and affordable housing situations;
 - d. Improve their health and wellness, an indication of which can be a reduction in the unnecessary utilization of emergency and acute health services;
 - e. Improve their self-sufficiency by obtaining and retaining sufficient resources to meet their basic needs;
 - f. Obtain and retain stable income that is greater than or equal to \$850 per month;
 - g. Receive appropriate medical and behavioral health services; and,
 - h. Meet the goals that they set for themselves with respect to self-sufficiency, employment, and quality of life.
3. Adhere to the following key service principles.
- a. Housing First: Housing is the foundation upon which homeless persons can end their homelessness, address their health conditions and improve their stability and self-sufficiency, the Service Provider makes every effort to place individuals in housing as quickly as possible with the least number of pre-conditions. Once housed, even the "hardest to serve" can succeed with proper support. Participation in services is not required. However, participation in services is encouraged, and the Service Provider is required to continually implement engagement strategies. The only behaviors that might trigger an involuntary exit from the Programs are those associated with serious or repeated lease violations, unit abandonment, incarceration, or institutionalization.
 - b. Community-based service delivery: The team provides clinical services in the settings where the participant is most comfortable.
 - c. Consumer choice: Each participant can define his/her own recovery goals.
 - d. Recovery: Everyone is capable of recovery but it will look different for each person. With stable housing and appropriate services, individuals will become healthier, more stable, happier and more self-sufficient.
 - e. Harm reduction: The Service Provider focuses on reducing the negative consequences of drug use, not enforcing sobriety.

- f. Success: The Service Provider continually reinforces the possibility of success for each participant, conveying that faith and hope directly to them, so that they eventually believe in themselves.
- g. The Service Provider maintains a “whatever it takes” approach to meeting the clients’ needs and ensures that the changing needs of the clients are met.

4. Service Components. The Service Provider is responsible for:

a. Outreach, Enrollment, Assessment and Planning

- i. Locating each potential client, establishing trust and rapport and enrolling the individual (or family) in the Service Provider’s program.
- ii. Conducting assessments to identify needs, eligibility for entitlement programs (e.g., General Assistance) and self-sufficiency needs;
- iii. Maintaining appropriate levels of engagement and sustaining clients’ belief in recovery; and;
- iv. Developing client-centered service plans to obtain and retain housing, improve health conditions, improve daily living activities, increase meaningful daily activities and to achieve long-term stability.

b. Housing Attainment and Retention

- i. Assist clients to obtain and maintain permanent housing by assisting with rental application processes (and re-certifications), appeals, and making referrals to services that would facilitate tenancy (e.g., financial education programs for those who have been accepted on a credit appeal);
- ii. Helping the client understand lease provisions and property requirements;
- iii. Assisting clients with their move-ins including coordinating furniture and household goods;
- iv. Providing clients with the skills/knowledge to be successful tenants;
- v. Helping to resolve disputes between the participant, property management and/or other residents;

- vi. Helping individuals respond to effectively and appropriately to lease violations;
 - vii. Responding to crises identified by the client, the property management, or other persons (as appropriate) within one business day;
 - viii. Helping clients relocate to other permanent housing when it is in the best interest of the client; and,
 - ix. Performing wellness checks when needed.
- c. Treatment and Services. All services are voluntary, connected to a treatment or services plan, responsive to the participant's needs/diagnosis, and geared toward helping them manage symptoms. The Service Provider:
- i. Provides or helps clients access primary care, specialty care, dental care and behavioral health services, including substance abuse counseling, Individual and family counseling, crisis intervention/support and medication management/education;
 - ii. Coordinates health services or supports health care providers in their efforts to coordinate health services;
 - iii. Assists clients in applying for assistance programs including, but not limited to, Medi-Cal and MediCare, Supplemental Security Income, General Assistance and utilities discounts;
 - iv. Helps clients access employment services, job training, and/or volunteering opportunities;
 - v. Identifies, encourages and helps clients connect to social networks, peer support and leisure activities; and,
 - vi. Assists clients with other basic needs such as transportation, food/nutrition, life skills and basic hygiene.
- d. Staffing and Service Model. Individuals' complex needs will require interdisciplinary teams to work in a coordinated manner. These teams may be part of one or a few organizations operating under the principles of service models such as Assertive Community Treatment (ACT). The size and composition of the team may vary depending on target population, case load size and organizational strengths.

- e. Regardless of team composition, each client will be assigned a case manager (aka, Intensive Case Manager, Personal Service Coordinator, Service Coordinator, etc.). The case manager is responsible for completing a full assessment, preparing a Treatment Plan, establishing and maintaining a therapeutic relationship with each participant on their caseload, and for coordinating treatment, services, supportive therapy, and crisis management. The case manager is the primary point of contact for property managers and resident services staff. Case managers will be mobile and will deliver most services at or near a client's home. When warranted by case load size, appropriate facilities and client need, case managers will have offices (or office hours) on site.
5. Staffing ratios and the frequency of services (e.g., case management sessions and home visits) will adapt based on client needs and progress toward goals. The concept is to have extremely low client to staff ratios during the initial engagement and move-in phase. For example, a case manager may work with five or fewer unhoused chronically homeless persons for three to six months before taking on additional clients. During the initial housing phase - the first 12 to 24 months of housing - case managers would have case loads of 20 or less clients. During these two phases, case managers and service teams may have contact with clients daily or multiple times per week. It is expected that this intensity will decrease over time as needs decrease.
- a. As needs and service interactions decrease, clients move into the housing retention phase. While all clients remain a part of the supportive housing program, client to staff ratios may increase, the service focus may shift to wellness goals, and the case management role may shift to peer support specialists or community workers who are a part of or working in conjunction with the Service Provider organization(s).
 - b. Service levels and staffing ratios will revert to higher levels in response to client-specific needs and situations. Reversion to higher levels of service may be short-term, long-term or permanent. Regardless of how long a client has been housed, County and its Service Provider is responsible for ensuring an adequate level of service to achieve and maintain the goals described in section III A 2.
6. Administrative Activities. The Service Provider is responsible to the County for accurately documenting services for assessment, care planning, clinical, billing, program assessment and reporting purposes. For most providers this includes use of or compliance with standards for the Homeless Management Information System and electronic health records for the specialty mental health and behavioral health system.

IV. HOUSING AUTHORITY ROLES & RESPONSIBILITIES

- A. The Housing Authority will designate one manager to serve as the primary liaison to the County for the Programs.
- B. The Housing Authority will from time to time allocate additional vouchers (Housing Choice or Project-Based) to the Programs. Prior to allocation, the Housing Authority will coordinate with the County to determine service capacity. In connection with such vouchers, the Housing Authority will perform the following activities:
 - 1. Perform initial eligibility screening as well as the initial and ongoing income certifications for program participant referrals from the County, or its contractor, for qualification of housing and continued eligibility in the Programs.
 - 2. Conduct initial and ongoing Housing Quality Standards inspections in accordance with applicable regulations. At its discretion, the Housing Authority may use qualified, staff, contractors, County staff, or County's contracted service providers.
 - 3. Once a voucher is issued, the Housing Authority will provide the appropriate rental subsidy (Housing Choice Voucher or Project Based Voucher) until such time as the voucher holder exits from the Programs or is terminated in accordance with the Housing Authority's Administrative Plan. Program participants requesting to move from a Project Based Voucher unit with continued assistance may be offered a Housing Choice Voucher from the program's allocation.
 - 4. The Housing Authority shall make every effort to issue vouchers to eligible participants within ten (10) business days after receiving all necessary documents. Issuing vouchers in a timely manner is critical to enabling clients to be successful in their housing search.
 - 5. The Housing Authority will evaluate the progress of the Programs through onsite or remote monitoring. The evaluation will include, but is not limited to, monitoring the County's performance and provision of matching services by reviewing quarterly reports and conducting on site audits at least annually, including review of documentation of all supportive services provided and other documentation to ensure program compliance.
 - 6. The Housing Authority will notify the County of any changes to PBV Housing Assistance Payment contracts related to SNDR and/or CHDR.
 - 7. The Housing Authority will continue the collaborative efforts with regularly scheduled meetings with the County to monitor and address any program issues including fair housing. These meetings may include weekly meetings with the Housing Authority

lease up team, case managers, property management staff, County managers, managers from organizations providing case management.

8. For initial lease-ups of new developments with more than 10 project-based vouchers, the Housing Authority will assign sufficient personnel to ensure that the lease-up is efficient and highly coordinated with the County, property management staff, and service providers.
- C. To the extent necessary to administer the Programs and to coordinate supportive housing services, and with the appropriately signed Consent Forms and/or Releases of Information, the Housing Authority will take the necessary and appropriate steps to share voucher holders' personal information with the County, property managers, and service providers.
 - D. The Housing Authority will provide the County with the financial and administrative data that is necessary for the County to effectively manage and improve the permanent supportive housing programs associated with CHDR and/or SNDR. Use of the data may include, but not be limited to, determining the full costs of the programs and reporting on match requirements for grants. At a minimum, for each voucher holder, the Housing Authority will inform the County of: 1) the date that the tenant is housed under the program and has permanently left the program; 2) the dates when the housing assistance payments ended and/or restarted due to move-outs or move-ins; and, 3) the amount of housing assistance payments.

The information for individual voucher holders would typically be provided to the County and case managers through the regular course of operations. To ensure the accuracy of information among the Parties, the Housing Authority will also provide the County with monthly summary reports for all participants of the Programs. The monthly summary reports will include tenant identification, the date that the tenant is housed under the program and has permanently left the program, the current amount of housing assistance payments for each tenant, and the dates when the housing assistance payments ended and/or restarted due to move-outs or move-ins.

V. VOUCHERS AS HUD COC MATCH

- A. The Parties agree that vouchers allocated in relation to this Amended and Restated Memorandum of Understanding may be used as in-kind match. The use of vouchers as match to U.S. Department of Housing and Urban Development (HUD) Continuum of Care (CoC) Program grants is described in Attachment A, USE OF VOUCHERS AS HUD COC MATCH.

- B. The Parties agree that Attachment A may be periodically revised by mutual written approval by the Director of the County's Office of Supportive Housing and the Housing Authority's Housing Director.

VI. TERMINATION

Either party may terminate this Second Amended and Restated MOU at any time for convenience and without cause, upon providing a 180-day notice to the other party at the addresses set forth in section XV below. The notice shall state the effective date of the termination.

VII. ASSIGNMENT

The Parties shall not assign or transfer the performance of this Second Amended and Restated MOU to another entity without the prior written consent of the other. Any attempt by the Parties to assign performance of this Second Amended and Restated MOU, any rights, duties or obligations arising herein shall be deemed void.

VIII. ASSURANCE

Each party represents and warrants that it has the authority to enter into this Second Amended and Restated MOU.

IX. RELATIONSHIP

Nothing contained in this Second Amended and Restated MOU shall be deemed to construe by the Parties or any third party to create the relationship of partners or joint ventures between the Housing Authority and the County.

X. CONFIDENTIALITY

Personally Identifiable Information (PII). Each party agrees to maintain confidentiality of personally identifiable information (PII) of Program clients as required by law, including but not limited to the Privacy Act of 1974 (5 U.S.C. §552a et seq.) and the Electronic Government Act of 2002 (44 U.S.C. §101 et seq.). Each party agrees that it will not disclose a Program Tenant's PII to third parties without consent of the Program Tenant unless such disclosure is authorized or required by law. Unlawful disclosure of a Program Tenant's PII shall be considered a material breach of this Second Amended and Restated MOU.

XI. INSURANCE AND INDEMNIFICATION

Without limiting the indemnification, each Party shall, at its expense, maintain policies of general and professional liability insurance, or self-insurance as authorized by California Government Code section 990.4, in an amount of at least one million (\$1,000,000) per occurrence and two million (\$2,000,000) dollars aggregate, against claims and liabilities arising out of or relating to this Second Amended and Restated MOU. The commercial general liability coverage obtained by each Party through the required insurance shall be endorsed to provide coverage to the County as additional insured. Evidence of such coverage will be presented to the other Party. In the event that such coverage is written on a claims-made basis, each Party shall arrange for appropriate tail coverage consistent with the requirements of this section if / or when such claims-made policy is canceled or not renewed. The provisions of this section shall survive the termination of this Second Amended and Restated MOU. The Parties understand that the foregoing insurance requirements apply only to activities performed pursuant to this Second Amended and Restated MOU and not to any other mental health care or other activities of the Parties.

Each Party agrees to indemnify, defend and hold harmless the other Party, its Board members, officers, directors, trustees, principals, partners, members, shareholders, related entities, successors and assigns employees and agents (together "Employees and Agents") from and against any claim, liability, or loss, actions, causes of action, suits, judgments, orders, administrative proceedings, alternative dispute resolution proceedings, fines, penalties, demands, obligations, damages, debts, costs expenses (including without limitation reasonable attorneys' fees) ("Claims"), arising out of or relating to the acts or omissions of the indemnifying party of any of its Employees or Agents in connection with this Second Amended and Restated MOU. The Parties will cooperate with each other in the investigation and disposition of any claim arising out of the activities of the MOU, provided that nothing will require either Party to disclose any documents, records or communications which are protected under the peer review privilege, the attorney-client privilege, or the attorney work-product privilege. The provisions of this section will survive the termination of this Second Amended and Restated MOU and the indemnification and defense obligations hereunder shall extend to Claims occurring after this Second Amended and Restated MOU is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the indemnified parties for such matters which are indemnified herein are fully and finally barred by applicable Laws. The indemnification set forth herein shall include all costs and actual attorney's fees incurred in enforcing this indemnification provision.

Page 14 of 19

XII. SEVERABILITY

If any provision in this Second Amended and Restated MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in force without being impaired or invalidated in any way.

XIII. AMENDMENTS

This Second Amended and Restated MOU may be amended only by a written instrument signed by the Parties.

XIV. WAIVER

No delay or failure to require performance of any provision of this Second Amended and Restated MOU shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing and shall apply to the specific instance expressly stated.

XV. NOTICES

Notices to the parties in connection with this Second Amended and Restated MOU shall be given personally or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the Parties as follows:

County of Santa Clara

Ky Le
Director, Office of Supportive Housing
3180 Newberry Drive #150
San Jose, CA 95118

Santa Clara County Housing Authority

Aleli Sangalang
Director of Housing
505 W. Julian St.
San Jose, CA 95110

Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated on the date of delivery.

XVI. GOVERNING LAW, VENUE

This Second Amended and Restated MOU has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Second Amended and Restated MOU shall be in the County of Santa Clara.

Page 15 of 19

XVII. COUNTERPARTS

This Second Amended and Restated MOU may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

XVIII. NON-DISCRIMINATION

The Housing Authority shall comply with all applicable Federal, State, and local laws and regulations including the County's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act of 1973 (Government Code sections 12900 et seq.); and California labor code sections 1101 and 1102. The Housing Authority shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Housing Authority discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

XVII. CONTRACT EXECUTION

Unless otherwise prohibited by law or County policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the County.

Page 16 of 19

Second Amended and Restated Memorandum of Understanding between County of Santa Clara and the Santa Clara County Housing Authority

XVIII. COUNTY NO-SMOKING POLICY

The Housing Authority and its employees, agents and subcontractors, shall comply with the County's No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

XIX. ENTIRE MOU

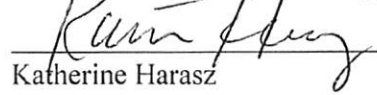
This Second Amended and Restated MOU and its Appendices (if any) constitutes the final, complete and exclusive statement of the terms of the Second Amended and Restated MOU between the Parties. It incorporates and supersedes all the MOUs, covenants and understandings between the Parties concerning the subject matter hereof, and all such MOUs, covenants and understandings have been merged into this Second Amended and Restated MOU. No prior or contemporaneous MOU or understanding, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Second Amended and Restated MOU.

IN WITNESS WHEREOF, the Parties have caused this Second Amended and Restated MOU to be entered into as of the day and year of execution of this Second Amended and Restated MOU,

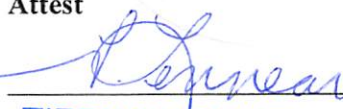
County of Santa Clara

 FEB 06 2018
S. Joseph Simitian, President Date
Board of Supervisors

Santa Clara County Housing Authority

 2/1/2018
Katherine Harasz Date
Executive Director

Attest

 FEB 06 2018
TIFFANY LENNEAR Date
Assistant Clerk of the Board of Supervisors

Approved as to form and legality:

 2/5/18
Michaela Lewis Date
Deputy County Counsel

Approved as to form and legality:

 2/5/18
Valerie Armenta Date
General Counsel

Page 17 of 19

Second Amended and Restated Memorandum of Understanding between County of Santa Clara and the Santa Clara County Housing Authority

ATTACHMENT A USE OF VOUCHERS AS HUD COC MATCH

This attachment describes the use of a subset of allocated vouchers as match to a HUD Continuum of Care Grant. Housing Authority agrees to the following use of vouchers as match:

Senter Road Grant (CA1384)

- A. The County is a recipient of a grant, known as the "Senter Road" grant, project identification number CA1384, from HUD through its CoC Program, and the Senter Road grant must serve 80 chronically homeless individuals in a permanent supportive housing program. The County will use funds from the HUD CoC Senter Road grant to meet part of its obligations described in Section III. COUNTY ROLES AND RESPONSIBILITIES of the Second Amended MOU. The Senter Road grant will have a 1-year term and is renewable on an annual basis for an additional 1-year term.
- B. 80 vouchers will be dedicated as in-kind match for the Senter Road grant. These vouchers are part of the 500 vouchers allocated to the Chronically Homeless Direct Referral program, committed by the Housing Authority's Board of Commissioners in September 2016.
- C. The vouchers will provide rental assistance to the households served by the Senter Road grant.
- D. The average amount of rental assistance per month for a 1-person household receiving a voucher administered by the Housing Authority was \$1,225 as of March 2017. Based on that monthly average, the estimated amount of rental assistance that will be paid and available as in-kind match for this project is \$1,176,000 per year. The actual amount of rental assistance provided will be determined on a client-by-client basis and reported at the end of the grant year.
- E. During the term of the first year of the Senter Road grant and any subsequent renewals during which Housing Authority vouchers are used as in-kind match, Housing Authority agrees to maintain and make available for inspection the records documenting the rental assistance provided on behalf of participants.
- F. Upon the County's request, the Housing Authority will provide an annual report of the total amount of rental assistance payments provided on behalf of the clients served under the Senter Road grant.

Second Street Studios Grant (CA1526)

- A. The County is a recipient of a grant, known as the "Second Street Studios" grant, project identification number CA1526, from HUD through its CoC Program, and the Second Street Studios grant must serve 134 chronically homeless individuals in a permanent supportive housing program. The County will use funds from the HUD CoC Second Street Studios grant to meet part of its obligations described in Section III. COUNTY

ROLES AND RESPONSIBILITIES of the Second Amended MOU. The Second Street Studios grant will have a 1-year term and is renewable on an annual basis for an additional 1-year term.

- B. 134 vouchers will be dedicated as in-kind match for the Second Street Studios grant. These Project Based Vouchers were approved in 2015.
- C. The vouchers will provide rental assistance to the households served by the Second Street Studios grant.
- D. The average amount of rental assistance per month for a 1-person household receiving a voucher administered by the Housing Authority was \$1,225 as of March 2017. Based on that monthly average, the estimated amount of rental assistance that will be paid and available as in-kind match for this project is \$1,969,800 per year. The actual amount of rental assistance provided will be determined on a client-by-client basis and reported at the end of the grant year.
- E. During the term of the first year of the Second Street Studios grant and any subsequent renewals during which Housing Authority vouchers are used as in-kind match, Housing Authority agrees to maintain and make available for inspection the records documenting the rental assistance provided on behalf of participants.
- F. Upon the County's request, the Housing Authority will provide an annual report of the total amount of rental assistance payments provided on behalf of the clients served under the Second Street Studios grant.

Page 19 of 19

Second Amended and Restated Memorandum of Understanding between County of Santa Clara and the Santa Clara County
Housing Authority



RESIDENT SELECTION PROCEDURE

Thank you for choosing **Hillview Court Apartments** as your potential new home. We are delighted that you are interested in our community and the following resident selection criteria is being provided to identify the evaluation process through which your application will be processed.

A waitlist will not be managed by Hyder Property Management or Jamboree Housing for Hillview Court Apartments. All applicants will be referred through the Coordinated Entry System at the Santa Clara County office of Supportive Housing and processed for tenancy in conjunction with the Santa Clara Housing PBV program.

It is the policy of Hyder Property Management to comply with all applicable federal, state, and local fair housing laws and not discriminate against any person based on race, color, religion, sex, family status, national origin, handicap/disability, or any other basis protected by state or local law.

It is the policy of Hyder Property Management that a person with a disability may request reasonable accommodation, a reasonable structural modification, an accessible unit or the provision of auxiliary aids and services, in order to have equal access to a housing program. If you or anyone in your household has a disability, and because of that disability requires a specific accommodation, modification, or auxiliary aids or services to fully use our housing services, please contact the Community Manager for a Reasonable Accommodation/Accessibility Request Form.

The acceptance and processing of the rental application and its application fee does not constitute a guarantee of acceptance for housing. All applicants must meet the itemized criteria listed below to be considered for tenancy. All documentation requested during the application process must be submitted immediately.

1. Application Fees/Holding Deposits

Application fees are **\$25.00** for every application processed. Application fees are non-refundable and cover the costs of obtaining information about you, including but not limited to the cost of using a tenant screening service or a consumer credit reporting service and the reasonable time spent to validate, review, or otherwise process your application. Application fees are deposited on the same business day. Reusable tenant screening reports are not accepted.

Acceptable forms of payment for the holding deposit and application fee: **Cash is never accepted**

CASHIER'S CHECK	MONEY ORDER	PERSONAL CHECK	CREDIT CARD
X	X	X	

2. Rental Application

All persons eighteen (18) years of age or older, and those deemed to be an adult under applicable law with respect to the execution of contracts, will be required to complete their own separate application. Only applications that are fully completed and signed will be processed for consideration. An applicant's intentional misrepresentation or intentional omission of any information on the application will be sufficient reason for rejection of the application.

3. Occupancy Guidelines

In accordance with the following guideline, the household composition must be appropriate for the apartment size in which the household is applying.

If the household exceeds the maximum occupancy during tenancy, the household may be allowed to remain in the unit until the lease expires, or for a reasonable period of time after, before being transferred to a larger unit or move from the property. This is not applicable to the addition of adult occupants. Adding unauthorized occupants, without first obtaining management approval, is considered a violation of the lease.

BEDROOM SIZE	MINIMUM PERSONS	MAXIMUM PERSONS
Studio	1	2

4. Verification Process

Due to the nature of the residents that will be housed at the affordable community **Hillview Court**, many applicants may have no or negative credit. Therefore, credit will not be considered in the determination of eligibility, however an applicant's eviction history may be considered.

A. Financial

All income will be verified in writing by the income source indicated on income certification form. All assets, including bank accounts, will be verified in writing. Upon initial occupancy, resident's income cannot exceed % of the area median income. Income is restricted in accordance with government agencies and County regulatory agreements. Income limits subject to change.

Third-party income verification will be required from all sources, including but not limited to:

- Employment, Self-Employment
- Savings and checking
- Pension
- Disability
- Asset verification, property, home, stocks, bonds, annuities, IRA, etc.
- Government assistance, A.F.D.C., food stamps, etc.
- Social Security
- Child Support/Alimony
- Non-Tuition Financial Aid

Income calculations are based on the Housing Authority's methodology and required by HUD.

A credit report will be required for all household members over eighteen years of age. While credit will not be considered in determining eligibility, an applicant's eviction history may be considered. **Persons with Disabilities may be entitled to reasonable accommodations.** Applicants will be made aware of their right to a reasonable accommodation in cases where their disability status is a contributing factor to a history of evictions.

Applicants will have the option to include supplementary information with their application to explain any issues related to evictions or may be requested by management to further process their application.

B. Criminal Background Checks

A criminal background check will be made for criminal conviction records for the past three (3) years for all adult Applicants of the household. Reports will be obtained from local and/or state record and may also include local Police records. If the Applicant has resided in a state other than California and has a past felony

conviction, a report will be required from that state or federal organization. However, if information becomes known during the screening process regarding criminal activity that happened before the past three-year period which could impact the Applicant household's eligibility to live at the property, the Management Agent reserves the right to consider this information as well, if these offenses pose a risk to the health and safety of the community or property. Such offenses would include, serious violent offenses, arson, sexual assault or the manufacturing or distributing of illegal substances. Serious felony offenses and/or continued and ongoing criminal activity may be grounds for rejection if such offenses involve physical violence to persons or property, domestic violence, sexual abuse, the manufacture or sale of narcotics, possession of an illegal weapon, or arson. **The nature, severity, and recency of such offenses and/or ongoing or patterns of criminal activity will be considered when reviewing the Applicant and only those potentially impacting the health, safety, security and/or right to peaceful enjoyment of the property of and by other residents, visitors or employees will be considered.** Violent Criminal Activity is defined as any activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage. Drug-related criminal activity means the illegal manufacture dispensation, distribution, or sale of illegal drugs with the intent to manufacture, dispense, and distribute. At the request of an applicant or case manager, a reasonable accommodation request will be considered to appeal any application denial based on information obtained from criminal background checks. It is important to consider that at any given time during the application process, Management reserves the right to ask for additional clarification for nonviolent criminal records occurring within the past three years. The applicant and/or referring case manager (with the approval of the applicant) will be given an opportunity to appeal a denial on their own or on behalf of the applicant. However, all applicants will be required to demonstrate that they meet program requirements.

C. History of Responsible Tenancy, Behavior and Conduct

A landlord resident verification will be obtained if available, for the previous two years. Previous landlords during the past two years may also be contacted. A determination will be made regarding whether or not the applicant has demonstrated a record of good conduct which could constitute a material violation of **Hillview Court** Occupancy Agreement provisions or applicable tenancy law. If such record is found Management reserves the right to ask for additional clarification. If housing references are not available due to the applicant experiencing a period of homelessness, a homeless certification will be required.

Minimum Income limits or Resident Rent may not apply to participants in subsidy programs such as VASH, Section 8 and other subsidized rental assistance programs

Adding unauthorized household occupants, without first obtaining management approval, is considered a violation of the lease. Additions to an existing household requires a full third-party recertification of all existing household members in addition to the income certification for the new member of the household, including third-party verification. If there are any changes to a household's composition or income prior to move-in, management must be informed immediately.

All households will be required to recertify their income and assets annually prior to their move-in anniversary date. If a household fails to comply, a notice to terminate tenancy will be issued and the household will be required to move.

D. Rental History

Applications may be denied for the following reason:

- 1) A public record of more than 1 (one) unlawful detainer action or eviction within 3 years.

Hyder Property Management will conduct an individualized assessment to determine whether the applicant

poses a direct threat to others or property prior to making a final decision on whether to accept or deny the application. The individualized assessment will take into account relevant mitigating information such as (1) the facts or circumstances surrounding the criminal conduct; (2) the age of the individual at the time the conduct occurred; (3) evidence that the individual has maintained a good tenant history before and after the conviction or conduct; and (4) evidence of rehabilitation efforts.

E. Mitigating Circumstances

An applicant who lacks sufficient credit or rental history or who has a credit, rental and/or criminal history that does not meet the above criteria may ask Hyder Property Management to consider any mitigating circumstances that the applicant may wish to provide before a final decision to accept or deny the application is made.

An applicant may:

- 1) Request consideration of mitigating circumstances at the time the rental application is submitted; and/or
- 2) Submit documentation of any mitigating circumstances along with the rental application; and/or
- 3) Request a Mitigating Circumstances Interview in the event the applicant is notified that he/she did not meet the above Application Criteria.

In addition to any information provided by the applicant regarding the mitigating circumstances, Hyder Property Management may also consider:

- 1) The impact that stable housing will have on helping the individual achieve personal stability;
- 2) Whether homelessness or unstable housing was the cause or a major contributing factor to the issues that caused the applicant's failure to meet the Application Criteria;
- 3) The nature, extent and seriousness of the past behavior or action and the amount of time that has passed since the behavior or action took place;
- 4) The extent to which disability or disabling conditions contributed to the behavior or circumstances and evidence that the applicant has taken or is taking appropriate action that makes it reasonably likely the applicant would be able to refrain from any future behavior of the nature that caused the applicant's failure to meet the Application Criteria;
- 5) The availability of rental subsidies, other financial assistance or financial assistance programs (e.g., representative payee services) to limit the risk of non-payment of rent;
- 6) The extent to which the applicant's current or previous actions have addressed or are mitigating the underlying conditions which caused the previous action or behavior; and
- 7) Other factors which indicate a reasonable probability of favorable future conduct and of the applicant being able to meet the obligations of the lease and follow the rules of the property, including evidence of rehabilitation and applicant's willingness to participate in social services.

After reviewing all of the information and documentation provided during the Mitigating Circumstances Interview, Hyder Property Management shall make a final determination whether to accept (with or without conditions) or deny the application and shall notify the applicant of same in writing within 72 hours from the date of the Mitigating Circumstances Interview.

Available units will not be held open during the consideration process.

F. REJECTED APPLICATIONS

Item # 15.

Applications may be rejected for any of the following:

- 1) Blatant disrespect, disruptive or threatening behavior toward management, the property, or other residents exhibited by an applicant or family member any time prior to move-in.
- 2) A negative landlord or other reference;
- 3) Convictions as described in paragraph II (B);
- 4) Falsification of any documentation or information on the application;
- 5) Household size that does not conform to the stated minimum and maximum sizes;
- 6) Income exceeding the area median based upon income limits established at the property;

G. Waiting List

Applicants will be referred by Santa Clara County Office of Supportive Housing and processed for tenancy in conjunction with the County of Santa Clara Housing Authority PBV program. The property will process referrals in the order received and will track applicant name and contact information, household size, household income or AMI (Area Median Income), status of application, regulatory agency preferences, and any other information deemed necessary for the property or specified in regulatory agency requirements.

H. Rules

1. Pets

No pets will be allowed at Hillview Court Apartments. Assistive animals for persons with disabilities are not considered to be pets but do require advance written approval of management.

2. Smoking

This community is a smoke free community. This community offers [REDACTED] does not offer [REDACTED] smoke free apartment homes. If the apartment home or any part of the community is smoke free, the resident, members of the resident's household, or resident's guests or visitors, shall not smoke anywhere prohibited and identified in the Smoke Free Addendum.

3. Water Furniture

Liquid filled furniture over ten (10) gallons is allowed but requires proper insurance coverage and prior written approval. A certification of insurance in the amount of \$100,000.00 evidencing liquid filled furniture coverage must be provided prior to bringing any liquid-filled furniture into the household.

4. Photo Identification

All applicants will be required to provide a government-issued photo identification to confirm identity. If an applicant's identification cannot be verified, it is grounds for rejection.

5. Conduct

Applicants may be rejected for conduct displayed during the tour or application process that would constitute a violation of the lease policies. Applicants must display the ability to comply with lease policies.

Denied/Approved with Conditions

Denied or conditionally approved applicants will be notified in writing of the reason for denial or conditional approval. Consideration may be given for extenuating circumstances where this would be required as a reasonable accommodation for disability when determining the acceptability of tenancy. A Grievance Procedure is attached as Exhibit A as in accordance with applicable state or federal program regulations for the resolution of disputes.

Applicant Acknowledgement:

Item # 15.

I/we acknowledge that our application will be reviewed and a consumer credit report, public search and/or an investigative consumer report that discloses the consumer's character, general reputation, personal characteristics and mode of living will be obtained. A copy of any such report(s) will be provided to the applicant upon request.

I/we, the applicant(s), acknowledge that I/we have received a copy of the application criteria and understand the terms of possible residency.

Applicant Signature

Date

Applicant Signature

Date

Applicant Signature

Date

EXHIBIT A

Tenant Grievance Resolution Process

This grievance procedure ensures that tenants have every opportunity to express concerns and have them resolved in a fair, equitable and prompt manner. The policy and the procedure noted below apply to any grievance related to your living environment, staff, etc. Grievance resolution is the process by which reasonable solutions are sought in response to a tenant expressing concerns in their living environment and services provided. It is encouraged that an informal grievance resolution is attempted prior to resorting to a more structured process. This process is not meant to substitute the legal process. Once legal proceedings have commenced tenants will not be allowed to resort to the grievance resolution process.

Step 1

If you believe that property management or resident services site staff has not addressed a concern or complied with the terms of the lease, for example, incomplete service requests, property concerns not addressed in a timely manner and/or have acted in a manner that you feel has adversely affected you, we urge you to speak directly with the site staff with whom you disagree. If the issue at hand is a verifiable health and safety concern, it will be addressed within 48 hours. If your concern remains unaddressed after 5 business days, you may proceed to Step 2 and complete the "Step 2" Formal Meeting Request Form. The form is available, upon request, in property management and resident services offices, management's corporate offices and the property website.

Step 2

Upon receipt of your "Step 2" Formal Meeting Request Form, the site staff in question will contact you to schedule a meeting within 5 business days. The goal of the meeting is to further clarify the area(s) of concern and discuss reasonable forms of resolution. The site staff will send an acknowledgement letter within 5 business days after your meeting. We believe that most areas of concern can be resolved through effective communication and clarification of the areas of concern. If your concern remains unaddressed and/or you have not received a meeting date within the 5 business days, as noted above, you may proceed to "Step 3" and complete the "Step 3"

Supervisor Reporting Form. The form is available, upon request, in property management and resident services offices, management's corporate offices and the property website. The form should be faxed or e-mailed to.

Item # 15.

Title:	Name:	Email:
Property Management Supervisor		
Residential Service Supervisor		

Step 3

Upon receipt of your "Step 3" written request form, site staff's supervisor will review your report along with any back up documentation related to your concern and will inquire with site staff about the steps taken to resolve the issue(s) on the request. The supervisor will determine if further information, clarification and/or communication is needed to better understand the area(s) of concern and steps taken to resolve.

If no further information is needed, the site staff's supervisor will analyze the steps taken by site staff towards resolution and deem the steps reasonable or unreasonable per corporate policy, regulating agencies and/or public authorities. Upon site staff's supervisor's assessment, she/he will give site staff additional directives to bring the concern to full resolution or will determine the case closed. A written update or determination will be provided to the resident within 10 business days of receipt of the "Step 3" written request form.

If your concern remains unaddressed and/or you have not received a written update or determination within 10 business days, as noted above, you may proceed to "Step 4" and complete the "Step 4" Corporate Supervisor Reporting Form. The form is available, upon request, in property management and resident services offices, management's corporate offices and the property website. The form should be emailed to:

Title:	Name:	E-mail
Vice President, Operations	Michelle Pruitt	mpruitt@hyderco.com
Director, Supportive Services	Noel Kammermann	nkammermann@jamboreehousing.com

Step 4

Upon receipt of your "Step 4" written request form, a corporate supervisor will review your report along with any back up documentation and will inquire about steps to take to resolve with staff. The corporate supervisor will determine if further information, clarification and/or communication is needed to better understand the area(s) of concern.

If no further information is needed, corporate supervisor will analyze the steps taken by staff towards resolution and deem the steps reasonable or unreasonable per corporate policy, regulating agencies and public authorities. Upon Supervisors assessment she/he will give staff additional directives to bring the concern to full resolution or will determine the case closed. Written update or determination will be provided within 10 business days of receipt of your "Step 4" written request form.

Step 5

If all the steps above have been exhausted and a reasonable solution has not been reached the resident may request ownership's intervention via the corporate supervisor. The corporate supervisor will provide ownership a copy of all the documentation related to the grievance and will analyze the steps taken towards resolution. Ownership will confirm if property management or resident services has explored all reasonable avenues towards resolution by providing final recommendations towards resolution or by confirming that no further intervention is plausible.

PROPERTY MANAGEMENT Lead at every step of the process	RESIDENT SERVICES Lead at every step of the process
Step 1	Step 1
Property Manager/Support Staff	Resident Services Coordinator/Support Staff
Step 2	Step 2
Property Manager	Resident Services Coordinator
Step 3	Step 3
Property Management Supervisor	Resident Services Supervisor
Step 4	Step 4
Property Management Corporate Supervisor	Resident Services Corporate Supervisor
Step 5	Step 5
Ownership Representative	Ownership Representative

Item # 15.

Ethnicity Codes:
H - Hispanic
N - Not Hispanic

Race Codes:

- 1 - American Indian or Alaska Native
- 2 - Asian
- 3 - Black or African American
- 4 - Native Hawaiian or Pacific Islander
- 5 - White

Farm worker code:

- 1 -Active farm laborer
- 2- Retired or disabled local farm laborer
- 3- Retired or disabled not local farm laborer

Priority Codes:
LOPE - Holder of Letter of Priority Entitlement
D - Disabled Household Member

Income Code:
V - Very Low
L - Low
M - Moderate

INSTRUCTIONS FOR MAINTAINING WAITING LISTS

Item # 15.

You must maintain a master waiting list **AND** a separate sub-waiting list:

- If RD/FL property, must have separate sub-waiting list for bedroom size and transfers.
- If HUD property, must have separate sub-waiting list.

This means that if you are a RD/FL property, you will have three (3) waiting lists: the "Master" waiting list AND the "RD Bedroom-Size" sub-waiting list and/or "RD Transfer" sub-waiting list. Transfers are considered priority tenants over new move-ins.

If you are a HUD property, you will have two (2) waiting lists: the "Master" waiting list AND the "HUD" sub-waiting list.

If you are RD/FL/HUD, you will have four (4) waiting lists: the "Master" waiting list, the "RD Bedroom-Size" sub-waiting list, the "RD Transfer" sub-waiting list, and the "HUD" sub-waiting list.

The MASTER WAITING LIST, under "Date/Status" points the person reading the waiting list to the appropriate sub-lists. (Bedroom-Size, Transfer or HUD)

- As an example, Mr. Smith (applicant) hands you an application and you place his name on the "Master" waiting list. Under "Date/Status", you note that you have placed him on the "RD Bedroom-Size" sub-waiting list on a specific date.
- If you are a HUD property, you will also place Mr. Smith on the "HUD" sub-waiting list, and note that on the "Master" waiting list as well.

The forms discussed above will immediately follow.

Upon receiving the application, immediately note the date and time of day you received the application in the box at the top of the application.

Review the application for basic eligibility only. If it is determined that the applicant is not eligible for one of the following two reasons, you may send a rejection letter as outlined in the section on rejections. The two reasons for rejection at this point are:

1. Family Size: There are maximum and minimum family sizes for your project according to the size of units available. Refer to the occupancy section for a detailed chart.
2. Income Limits: There are maximum income limits set for your project. Refer to the section on Occupancy.

Applicants will remain on the wait list until they are rejected, withdrawn, moved in, or purged. Allow at least two lines per applicant; DO NOT skip a line in between. DO NOT number the applicants because as people are removed, the numbers will have no significance.

The Wait List is purged at a minimum, once per year.

Once a person is removed from the wait list, draw a line through the name - that way it is easy to see who is next in line. Make certain that you do this on the "Master" as well as the sub-lists noted above.

Once a person nears the top of the wait list (#1 or 2), you should begin processing the application in order to have a tenant ready to move in should a vacancy occur (remember an income verification is good for 90 days).

The contact sheet attached to the application should be used for details of all contacts with an applicant and details of all background checks. The contact record on the wait list will be used to note reasons a tenant may have been passed over or special instructions such as "can't move in now, but wants to stay on list". A person should be moved to the bottom of the list if they refuse a unit without good cause.

The disposition column must be filled in before a person's name is removed from the list.

The applications to back up all of those rejected and withdrawn must be kept in folders marked "rejected" and "withdrawn" for at least three years. Detailed reasons for rejection or withdrawals will be noted on the contact sheet along with the date and the initials of the manager.



Project Name

Address

Telephone

Date: _____

To: _____

Dear Applicant:

Thank you for applying for admission to _____
Apartments. At this time we are filling all vacancies from the waiting list. The average
length of the wait **is** ----- however, your wait
may be longer or shorter depending on unit turnover.

Please notify us immediately if any of the following events occur, as any change may
effect your admission:

1. You move to a new address.
2. You get a new telephone number.
3. The size of your family changes.
4. Your income changes (increases or decreases).

You should contact us every six months from the date at the top of this letter to reaffirm
your interest in being admitted. If we do not hear from you and cannot contact you, we
must remove your application from the waiting list and place it in the inactive file.

You may call, drop us a line, or stop into the office.

Resident Manager

***"In accordance with Federal law and U.S. Department of Agriculture policy, this
institution is prohibited from discriminating on the basis of race, color, national origin,
age, disability, religion, sex, and familial status. (Not all prohibited bases apply to all
programs)."***

***To file a complaint of discrimination, write USDA, Director, Office of Civil Rights,
1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-
3272 (voice) or (202) 720-6382 (TDD)."***

SECURITY PLAN

The following security measures will be implemented at the property:

Security Cameras: Security cameras will be installed in key locations (to be approved by Hudson prior to installation) at the property in order to monitor the site, entrances, and common areas and will be linked with an integral digital video recording system. At a minimum, camera locations must include all entrances (pedestrian and vehicular), the interior of the parking garage, all elevator lobbies, and common areas.

PATROLS OR GUARDS: Confirm with Sponsor.

Graffiti removal plan: Graffiti will be removed within 12 hours of first identification by onsite personnel. Immediate removal of graffiti will deter gang activity in and around the site area.

Maintenance: Properties are to be maintained in excellent physical condition with excellent landscaping, painting and common area maintenance. Deterioration of the buildings can lead to a perception of disorder and is to be avoided.

Site Lighting: Site lighting will be provided along all perimeter walls with sufficient levels of illumination to provide a strong deterrence to crime. Lighting will also illuminate walkways and common areas on both sites.

Landscaping: The landscaping plans will be designed to limit planting around entrance ways and windows to discourage hiding places and ensure that sight lines are not impaired.

Key Control & Policy: All master keys to be maintained and controlled by onsite management with monthly reports to be provided to Management Company. Maintain a record of all keys issued. All keys are to be stamped with "Do Not Duplicate."

Employee Security Training: Employees will be trained on security systems, lighting plans and key policy. Security training will be provided at date of hire and one to two times annually.

Resident Crime Prevention Lectures: Residents will be given regular training and seminars (at least two times annually) on how to avoid being a victim of crime, protecting their personal property and avoiding being the victims of scam artists.

Signage: Signage will be posted indicating that the building is monitored by cameras and an alarm company.

Address Signs: Signs will be visible and illuminated during evening hours to provide easy identification by first responders.

Parking Garage Security: Parking garage gates will be accessible through remote control only. Security camera surveillance will be provided at the entrance to and within the garage. Sufficient lighting will be provided to illuminate all areas of the garage.



PROPERTY
LEASE AGREEMENT

This residential lease is made this _____ day of _____ between Ybarra Village Apartments as Management (hereinafter referred to as "we" or "us") and _____ as Resident (hereinafter referred to as "you").

We lease to you and you rent from us the premises, described as follows: A _____ - bedroom dwelling unit designated as Unit Number _____ or residence address at _____, located at _____, together with fixtures, accessories, and the following appliances and furniture: Refrigerator, Range & Hood, Smoke Alarm(s), Window Coverings, and: _____

The lease is subject to the following terms, conditions, covenants, and agreements:

1. Regulations

This lease and your occupancy are governed by the requirements allowing owner to receive Low Income Housing Tax Credits (LIHTC). If any terms or conditions of this lease are inconsistent with regulations of this agency, then the agency regulations shall control.

2. Term

This lease will begin on _____, 20__ and will end on _____, 20__, or until terminated either by you or us as provided in this lease.

3. Rent

A. The initial rent for the premise is \$ _____ per month to be paid by or on behalf of you to us at the: Property Office, located at: _____, phone" _____.

B. Rent shall be paid in advance on or before the first day of each month and is late on the sixth day. If rent is not paid before the sixth day, **you will be charged a late rent charge of \$ _____.**

C. Rent shall be adjusted periodically in accordance with Section 4.

4. Income Certification and Re-certification & Adjusted Rent

A. Your eligibility for this rent is based on information that you have provided to us regarding your household income, assets, and household size. Each year, prior to renewal of the lease, within 30 days after receiving notice from us, you agree to provide updated information on a form we provide you. You agree that all such information regarding household size, income and assets provided to us is true, complete, and correct to the best of your knowledge. You further agree that failure to provide such

information, or providing false or misleading information, will result in the termination of your occupancy and eviction from the premises.

B. We will additionally adjust the rent described in Section 3 periodically. The first adjustment may occur so that the rent adjustment date will coincide with the project fiscal year. We will give you 30 or in some cases 60 days written notice prior to the effective date of any rent adjustment and will execute a new lease, lease amendment, and or change of terms amendment, providing for the rent adjustment.

5. Security Deposit

Tenant will pay in advance of occupying the unit, a security deposit in the amount of \$_____, which shall not exceed the rent for two months. We may apply the deposit after you vacate the premises to repair any loss or damage caused by you or your guests to the premises or development other than normal wear and tear. We also may apply the deposit for the payment of rent due and owing from you. Within twenty-one days after you vacate the premises, we will repay the security deposit without interest, less any amounts deducted, to you at your forwarding address or such other address as you may designate in writing. At the same time, we will provide you with a written itemized statement describing the reason for and the cost of any deductions from the deposit in excess of \$126.00 as per California law.

6. Utilities

Tenant will pay for telephone service and the following utilities, including all fees, deposits, and charges therefore:

7. Use

A. You shall use the premises as, and only as, your primary place of residence. You shall not permit any illegal activity or use on the premises. The premises shall be occupied only by members of your household consisting of_____Adults (anyone over 18 years of age) and_____children (anyone under 18 years of age) with the following names and no other. You must inform us in writing and receive written approval from us prior to allowing any other person to reside in the unit or visit for longer than 14 days in any 45 day period.

Name	Date of Birth	Social Security #
------	---------------	-------------------

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. Project regulations set forth minimum and maximum household sizes. If as a result of a change in the number of persons in your household, your household size decreases to below the minimum or increases to above the maximum allowed under the Regulations for your unit size, we may terminate this lease or at our option require that you move to a different-sized unit.

8. Maintenance

You shall keep the premises and all fixtures, accessories, and appliances in a clean, sanitary, and safe condition. If you or your guests cause or permit damage to the premises, you shall be liable for the cost of repair.

9. Remodeling and Alterations

You shall not undertake any remodeling, redecoration, or alteration, including built-in shelving, painting, wallpapering, and window covering, to the premises without receiving our prior written permission.

10. Rules

You shall comply with written rules we issue regarding use of the premises and common areas. Any amendment to the rules shall be effective 30 days after the notice thereof to you. You shall not cause or permit on the premises or common area, excessive noise or any other activity that disturbs the peace and quiet of other residents or neighbors. You shall not cause or permit any activity constituting a nuisance on or about the premises or which adversely affects the health or safety of any person, nor shall you interfere with the management of the premises. By initialing as provided, you acknowledge receipt of a copy of such rules, a copy of which is attached to and made a part of this lease. _____(Initials).

11. Sublease or Assignment

You shall not sublease or assign this lease or any portion thereof. If you attempt to sublease or assign this lease, the lease shall be null and void and no right to occupy the premises shall arise from any attempted sublease or assignment.

12. Entry and Inspection

a. We or our agent may enter and inspect the premises after giving reasonable notice to you for the purpose of:

b. Making necessary or agreed upon repairs;

c. Inspecting for compliance with the terms of this lease;

d. Showing the premises to prospective lenders, purchasers, residents, contractors, repair workers, or representatives from the project;

e. Performing contracted pest control services;

f. Conducting annual and any other inspections.

Twenty-four hours notice or more shall be considered reasonable notice for the purpose of entry and inspection. In addition, we or our agent may enter the premises without notice if necessary in any emergency.

13. Joint Responsibility

You must be 18 years of age or older and not under the care of a parent or guardian to sign this lease. You acknowledge that this lease is between us and each person executing this lease jointly and individually. In the event of default by any one, each and every person who executed the lease shall be responsible for payment of the total rent stated in Section 3 or amended by Section 4 and all other provisions of the lease.

14. Hold Harmless and Waiver

We do not provide insurance for your personal property. You agree to indemnify and hold us harmless and in no way accountable for personal injury and or property damage caused or permitted by you or any other person on the premises with your consent except as may be caused by our negligence.

Security. Resident acknowledges that Landlord has made no representations that the property is a "secure" complex and that Resident is safe from theft, injury or damage. Gates, fences and locks are provided primarily for the protection of Landlord's property and are not warranties of protection or are they specifically provided for the protection of Resident's or guests' persons or property. Resident shall take appropriate measures to protect Resident's own property and report to the Police any suspicious activities, person or persons occurring on or about the general premises.

Liability/Damage Responsibility. Resident agrees to hold Landlord harmless from all claims of loss or damage to property and of injury or death to persons caused by the intentional acts of negligence of the Resident, Resident's guests or invitees, or occurring on the premises rented for Resident's exclusive use. Resident expressly absolves Landlord from any and all liability for any loss or damage to Resident's property or effects arising out of water leakage, or breaking pipes, or theft, or other causes beyond the reasonable control of Landlord. This includes damage to Resident's or guest's vehicles while parked on the property. In the event the premises are damaged by fire or other casualty covered by insurance, Landlord shall have the option either to:

1. Repair such damage, this Agreement continuing in full force and effect; or
2. Give notice to Resident terminating this Agreement.

Landlord shall not be required to repair or replace any property brought onto the premises by Resident. Resident agrees to accept financial responsibility for any damage to the premises from fire, water or casualty caused by Resident's negligence. Resident is encouraged to carry a standard renter's policy or as an alternative, warrants that Resident will be financially responsible for losses not covered by Landlord's fire and extended coverage insurance policy. In no event shall Resident be entitled to any compensation or damage due to any extra expenses, annoyance, or inconvenience for loss of use due to a casualty beyond the control of the Landlord.

15. Possession

If we are unable to deliver possession of the premises at the time the lease begins, we shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but you shall not be liable for rent until possession is delivered. You may terminate this lease by written notice to us if possession is not delivered within three days of the beginning of the terms of this lease.

16. Your Obligations

You agree to:

- a. Comply with all obligations imposed upon you by applicable provisions of state and local codes materially affecting health and safety.
- b. Keep the premises and such other areas as may be assigned for your exclusive use in a decent, clean, sanitary, and safe condition and the inside of premises maintained according to acceptable housekeeping standards.
- c. Dispose of all garbage, rubbish, and other waste from the premises in a sanitary and safe manner including Paragraph 5 of the House Rules.
- d. Use only in a reasonable manner and in a manner designed to conserve gas, electricity and water: all electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances.
- e. Promptly notify us of the need of repairs to the premises and known unsafe conditions in the common areas and grounds of the project.
- f. Refrain from and cause your household and guests to refrain from destroying, defacing, or removing any part of the premises or project, including placing contact paper, decals, or paint on the premises.
- g. Pay for repairs or damage to the premises, project building, facilities, or common areas that you or your household or guests intentionally or negligently caused.
- h. Conduct yourself and cause other persons who are on the premises with your consent to conduct themselves in a manner which will not disturb neighbor's peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe, and sanitary condition.
- i. Refrain from any illegal activities.
- j. Park in assigned parking areas and cause guests to park only on the street and not park in resident parking areas, common driveways or lawn areas, and not block access to other residents or emergency vehicles.
- k. Comply with the written rules described in Section 10 above.

17. Our Obligations

We agree to:

- a. Comply with the requirements of applicable state and local building and housing codes and regulations materially affecting health and safety.
- b. Within a reasonable time, make necessary repairs to the premises to keep them in habitable condition.
- c. Keep project building, facilities, and common areas, not otherwise assigned to tenants for maintenance and upkeep, in a clean and safe condition.
- d. Maintain in good and safe working order and condition smoke detectors, electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances supplied or required to be supplied by us.

18. Termination and Eviction

a. You may terminate residency by giving 30 days advanced written notice to us. If you do not full 30-day notice, you shall be liable for the rent up to the end of the 30 days from which notice was required, or to the date the unit is re-rented, whichever comes first. You agree to vacate the premises no later than the expiration date of such notice, remove all your personal property, and leave the premises clean and in good repair, normal wear and tear excepted.

b. We may terminate your residency in the premises, if after the household size certification required by Section 4 of this lease, you no longer meet the occupancy standards for the premises. You shall vacate the premises no longer than sixty days from such receipt of notice of termination.

c. If the unit you occupy is subject to state or federal rules governing low-income housing tax credits, those eligibility provisions shall govern continued eligibility for occupancy.

d. We may terminate this lease and, if necessary, evict you if:

1. You fail to move out of the premises on or before the effective date of termination given in the notice required in Subsection 18-A above.

2. You materially breach the terms of this lease. A material breach means:

- (a) Nonpayment of rent or any financial obligation under the lease after expiration of a 3-Day Pay or Quit Notice, or
- (b) Four or more late rent payments within any 12-month period received after the fifth day of the month, or four or more lease violations of any kind in any 12-month period.
- (c) Failure to reimburse us within 30 days or other reasonable time agreed upon by you and us for repairs required to maintain the premises (Section 8 of this lease), or
- (d) A breach resulting in damages to the premises or any other portion of the project, or
- (e) A breach which adversely affects the health, safety, or quite enjoyment of any resident or visitor to the premises, or
- (f) A breach which interferes with our responsibilities.
- (g) Any illegal activities.

3. You fail or refuse to provide the income information upon income certification required by Section 4 of the Lease or intentionally provide false or incomplete information.

e. Any notice of termination or eviction shall contain a statement of the facts constituting the cause for the termination or eviction. In any eviction we shall have the right to recover reasonable attorney fees and costs in addition to any other judgements.

19. Waiver

This is the entire agreement and this agreement will not be modified except in writing and signed by all parties.

Our failure to insist upon the strict performance of the terms, covenants, agreements, and conditions contained herein, or any of them, shall not constitute, or be construed as a waiver or relinquishment of our right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

20. Megan's Law Notice: Assembly Bill 488 and the California Department of Justice, sheriff's departments, police departments servicing jurisdictions of 200,000 or more provides the public with Internet access to

detailed information on registered sex offenders pursuant to paragraph (1) of subdivision (a) of 290.4 of the Penal Code. The database is updated on a quarterly basis and is a source of information about the presence of these individuals in any neighborhood. The law is not intended to punish the offender and specifically prohibits using the information to harass or commit any crime against an offender. <http://www.meganslaw.ca.gov>.

21. Additional Lease Provisions

Additional provisions are incorporated and attached to this lease as:

- (1) House Rules and Regulations
- (2) Lease Addendum of Drug and Crime-Free Housing
- (3) Low-Income Housing Tax Credit Lease Rider – Good Cause for Eviction
- (4) Low-Income Housing Tax Credit Lease Rider – Income Cert, Verification, False Stmnts
- (5) Mold/Moisture Disclosure Statement / Mold & Mildew Addendum
- (6) Satellite Dish Installation Form
- (7) Tax Credit Addendum

22. Acknowledgement

As consideration for your continued fulfillment of the terms and conditions of this lease, we agree that you may, during the effective period of this lease, have and enjoy the use of the premises described above.

Management: Hyder Property Management
Professionals

By: _____

Title

Date: _____

Co-Resident: _____
Name

Date: _____

Co-Resident: _____
Name

Date: _____

Co-Resident: _____

Date: _____

Co-Resident: _____

Date: _____



RULES AND REGULATIONS

Project Name

FORWARD

The rules and regulations contained in this handbook are an important addition to the lease agreement that you have signed.

Each tenant is responsible to become acquainted and comply with its contents. It should be retained on file with your copy of the lease agreement.

This apartment project is operated in accordance with the laws, policies and standards prescribed by the Governing Agency.

The information in this handbook defines tenant-management responsibilities. The responsibilities stated herein to be accomplished by the tenant are not considered more than could be expected of any prudent homeowner or tenant. Your support will enable us to continue to administer this project and maintain a high standard which will merit your pride as an individual in this community.

The insurance policy that the owner carries does not insure the property of the tenants. Your personal property (furniture, clothes, vehicles, etc.) is not covered by our insurance. We urge you to buy a Renters Insurance Policy to cover your personal belongings. These policies are inexpensive and available from almost any general insurance agent.

If you need our assistance as your Managing Agent, please contact us at 1649 Capalina Road, Suite 500, San Marcos, CA 92069-1226 or call us at (760) 591-9737.

HYDER PROPERTY MANAGEMENT PROFESSIONALS

RULES AND REGULATIONS

- I. Office hours are posted at the office. In case of emergency you may reach the managers at their apartment, or call 911.

II. **Rent Payment**

Rent payments are to be made at the office during regular office hours, either in person or by U. S. Mail.

For tenants who receive their income by mail, accommodations can be made for slow mail delivery or unusual mailing dates by contacting the manager in the office in advance.

Any tenant who has not paid their rent by the end of the grace period will be assessed a late charge unless prior written approval has been obtained from the manager.

Rent payments are to be made with cashiers check, certified check, money order or valid personal check. There will be an additional charge as allowed by the Agency(ies) on any check returned by the bank, **except** HUD properties. HUD requires that an additional fee for NSF returned checks is allowed beginning with the **SECOND** time a NSF check is returned.

The manager is required to give each tenant a numbered receipt, showing the project name upon payment of the rent or any other payments except redeeming a bad check. The receipt must be dated and for the exact amount paid. **KEEP YOUR RECEIPTS - THEY ARE FOR YOUR PROTECTION!**

III. **Definitions of Responsibilities**

- A. Maintenance of the apartment units and cleanliness of the adjoining grounds is a joint responsibility of the tenant and manager. Both are obligated to take care of and to prevent damage to the apartment, the apartment building, and the adjoining grounds, shrubbery and trees.
- B. The tenant agrees to the following:
 - 1. No pets or animals of any kind are permitted on the premises without the prior written consent of the manager.
 - 2. To use the laundry facilities at their own risk and to assist in keeping these facilities clean. Not to use the laundry for storage, entertainment or play area. The project owner or manager is not responsible for loss or damage to personal property. Hallways, balconies, railings, fences and patios will not be used for the drying of clothes.

3. Not to allow the firing of firearms, air rifles, pellet guns, sling shots or other projectile devices on the property, or throw objects at, or from the apartments.
4. Not to allow skate boarding, roller skating, recreational bicycling or any other similar activity on the premises.
5. To give the manager your current home and work phone number during the term of this Agreement.
6. No water lines and/or electrical extension cords are to be extended outside the apartment.
7. Not to allow any guest to stay on the premises beyond that allowed in the lease, or longer than a total of 14 days and nights in any 45-day period, whichever is shorter without the prior written consent of the manager.
8. Not to store any personal property anywhere except inside their unit. Patios and balconies are not storage areas, however, bicycles may be kept on patios and balconies.
9. There will be a charge of \$25.00 to any tenant who needs assistance in re-entering his apartment because he locked himself out after 8:00 p.m. if the manager is available. Tenants may hire a locksmith at their own expense to open their apartment but not to change the lock.
10. Not to allow objects to be hung, placed on, or suspended from the buildings, fences, or rails on the premises.
11. No other water filled furniture is allowed unless approved through reasonable accommodation.
12. Not to alter any lock or install a new lock on any door of the premises without the prior written consent of the manager. In case such consent is given, tenant shall provide the manager with a key for the use of management pursuant to management's right to access the premises.
13. Door, mailbox keys, and security keys must be returned to the manager at the time resident vacates. If not, the tenant will be charged the cost of changing the locks and replacing the keys.
14. Exterior antennas of any kind are prohibited except as allowed by law.
15. Any alteration that will affect the apartment community's outward appearance, such as installing drapes, must be approved in advance by the manager in writing. No foil, sign, advertisements or similar display shall be

affixed to any door, window or exterior wall so as to be visible from the outside of the building.

16. Not to allow the posting of signs, notices or advertisements on the premises except on the bulletin board.
17. Not to violate any laws, ordinances or other legal provisions of Federal, State, County or Local Community, and not to conduct a business or any type of "Sales" on the property.
18. Tenants are responsible for the proper control of their guests and to ensure respect for the neighbors' right to privacy. Occupants or guests are not permitted to play in streets, parking areas, trees, laundry rooms, corridors, walkways, on fences, or in entranceways or stairways.
19. Damage caused by occupants or guests will be repaired and charged to the tenant. Lessee will keep occupants or guests from writing on or otherwise damaging floors, sidewalks, and the interior and exterior walls of buildings.
20. No wading pools will be placed on lawns or any other landscaped areas.

C. Parking & Parking Areas:

1. To register with the office the current vehicle description and license number of all vehicles parked on the complex and provide proof of insurance.
2. No repairs or fluid changes may be performed on vehicles anywhere on the premises.
3. The parking of house trailers, camper shells, motor homes, boats, utility trailers or similar type vehicles or any vehicle used for storage is prohibited.
4. No vehicle may be parked on the premise that is longer than 18 feet or wider than 6 feet or higher than 6 feet without prior written approval of the manager.
5. Car washing is not permitted on the premises.
6. Inoperative vehicles and vehicles without a current legal license plate or uninsured vehicles are not allowed in parking areas. Tenant agrees that such vehicles will be towed away at tenant's expense after placing notification on vehicle three (3) days in advance, (72 hours), including all weekends and holidays.
7. Do not park in "no parking" areas. These areas must remain clear at all times

to permit access by emergency vehicles and service vehicles. Vehicles parked in these areas will be towed away immediately at the owner's expense without notice!

8. Always park between striped lanes only. No parking in any other areas.
9. No unit will have more than the approved number of vehicles on the project at anytime without the prior written approval of the manager. The approved number for this project is_.
10. No gas-operated vehicles or machines will be stored inside the unit or on patios, breezeways or balconies at any time.
11. Vehicles causing damage to the parking areas from oil or other leaks must be removed. Tenant agrees that such vehicles may be towed away at tenant's expense after 72-hours notice, including weekends and holidays.

D. Repair and Maintenance:

1. Tenants are responsible for the cleanliness of their apartment as would be expected of a prudent homeowner. Maintenance repair requests need to be reported to management. Request for maintenance must be made by phone or in person to the office during normal office hours. No maintenance orders can be taken except through the office. The manager and/or agency will make periodic inspection of each unit upon giving you a 24-hour prior written notice.
2. All damage to the unit will be charged to the tenant in possession.
3. Fine nail picture hangers may be used (not to exceed 3/4" long). Large nails or screws are not permitted.
4. Window covers: Tenants are responsible for damage beyond normal wear and tear to window coverings. Water stains are the responsibility of the tenant, so please close windows when it is raining. Tenants may install their own drapes or other window covering only with the prior written consent of the manager.
5. Modification or extension of the electrical system is prohibited.
6. Modification or alteration of the plumbing and piping system is prohibited.
7. Replacement of interior light bulbs is the tenant's responsibility.
8. Place all trash in dumpsters. Flatten or tear apart all boxes and cartons before placing in dumpsters. Garbage not suitable for the garbage disposers should be thoroughly wrapped and placed inside dumpsters.

9. The control of insects and rodents is a joint responsibility of the tenant and manager. Insects and rodents must have food and water to exist and multiply. Good housekeeping practices and cleanliness will eliminate the source of food and water thus reducing the pest population. The tenant is responsible to take preventative measures such as periodic placement of roach tablets, and spraying in appropriate places. If this fails, assistance should be obtained from the manager.

E. **Mail**

1. Furnish a change of address card to the Post Office.
2. Advise all your correspondents to include your apartment number in the address.
3. Notify manager of all prolonged absences. All mail must be held for you by the post office. Manager cannot accept or hold your mail or any other deliveries. Any such delivery will be rejected.

F. **Quiet Enjoyment**

No tenant will make or allow to be made any disturbing noises upon the premises by himself, his family, employees, agents, visitors, etc., nor permit anything to be done by such persons that will interfere with the rights, comforts, or convenience of other tenants. No tenant shall play upon or allow to be played upon, any musical instrument or operate or allow to be operated a record player, stereo equipment, radio, or television in the premises so as to disturb any neighbor.

G. **No Security Guards or Services to be Provided.**

You acknowledge and understand that landlord or agent will not provide any security personnel, security guards or security services with respect to the Project and that we are not responsible or liable for any criminal acts or damage and, to the extent permitted by law, you hereby waive all claims against us relating thereto. You additionally acknowledge and agree that we will not be liable for losses due to theft, vandalism or the like and further agree that you will indemnify and hold the landlord and managing agent harmless from and against any and all claims, liabilities, expenses, causes of action or damages occurring, arising out of, or relating to the Project including, but not limited to, acts of third parties on or adjacent to the Project. Again, we urge each tenant to get renter's insurance.

Failure of the management or owner to insist on the strict performance of the requirements in the rental agreement or the rules and regulations or any of them will not constitute a waiver or relinquishment of the managers or owners rights thereafter to enforce any such agreement or rule, but the same shall continue in full

force and effect.

In accordance with the Rental Agreement, these House Rules now become a part of that Rental Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate on the date set forth below at _____, California.

TENANT

DATE

TENANT

DATE

TENANT

DATE

MANAGEMENT/OWNER

DATE



LEASE ADDENDUM OF DRUG AND CRIME-FREE HOUSING

In consideration of the execution of renewal of a lease of the dwelling unit identified in the lease, Owner and Tenant agree as follows:

1. Tenant, any members of the tenant's household, or a guest or other person under the tenant's control shall not engage in criminal activity, including drug-related criminal activity, on or near the property's premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802).
2. Tenant, any member of the tenant's household, or a guest or other person under tenant's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, gang activity, or illegal defacement of property with graffiti, on or near public property and premises.
3. Tenant or members of the household will not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Tenant or members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near project premises or otherwise.
5. Tenant or members of the household, or a guest or other person under tenant's control shall not engage in acts of violence, including but not limited to, the unlawful discharge of firearms, threatening and/or brandishing of weapons likely to cause serious bodily injury, or acts likely to provoke an act of violence on or near property premises.
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this added addendum shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation under this Addendum shall not require criminal conviction, but may exist by a preponderance of the evidence.
7. In case of conflict between the provisions of this Addendum and any other provisions of the lease, the provisions of the Addendum shall prevail.
8. This Lease Addendum is incorporated into and shall become a part of the original lease or any renewal of said Lease between Owner and Tenant.

Date: _____

Date: _____

OWNER

TENANT

CO-TENANT

RESIDENT NOTIFICATION LETTER

As a Resident of _____ (*name of property*), a development funded under the Low Income Housing Tax Credit program, you have certain rights stated in your lease and the Lease Rider attached. Your landlord must follow the federal and state rules for the Housing Tax Credit Program. One of the important protections provided by federal law is that you cannot be evicted from your home without a good reason, or "good cause".

Your landlord may not evict you without good cause. Good cause is generally serious or repeated violations of the terms of your lease. The landlord must state the good cause in any notice seeking to terminate your tenancy. If you contest the eviction, the landlord must then file a court action and prove the good cause to a judge.

Attached are a Notice and "Lease Rider" that outline the protections you can enforce. The attached Lease Rider should already be signed by your landlord. You and all members of your household aged 18 or older must also sign the Lease Rider and return it to your landlord by _____ (*date*).

The Lease Rider only needs to be signed at initial move-in. If at any time additional adult household members enter the unit or a child turns 18, they should sign the existing form with the current date. You may view the current Lease Rider Form at the following web site:

<http://www.treasurer.ca.gov/ctcac/compliance/leaserider>. If you do not have Internet access, you may call (916) 654-6340 and request a copy of the current form.

If you have any questions concerning this matter, please contact your Resident Manager _____, or your landlord at _____.

Sincerely,

Property Representative Name (print)

(Property Name)

Date

Encl:

(1) Lease Rider

(2) Notice - Good Cause Eviction Protection

LOW INCOME HOUSING TAX CREDIT LEASE RIDER
(to be attached to resident lease)

Property Name: _____ Unit # _____
 Household Name: _____

Dear Resident or Applicant:

The owner(s) of this property rents residential units under the federal Low-Income Housing Tax Credit Program (the "program") administered by the California Tax Credit Allocation Committee (TCAC). Under the program, the owner has agreed to rent some or all of the units in the property to low-income households and restrict the rents for those units. Another protection provided by federal law is that Low Income Tenants may not be evicted without good cause. The following Lease Rider is an important part of ensuring your rights to good cause for eviction.

The Lease or Rental Agreement dated _____ is hereby amended by adding the following provision:

Lease Rider: Good Cause for Eviction

Owner may not terminate the tenancy the Lease or rental agreement of a Low Income Tenant except for good cause, including a serious or repeated violation of the material terms and conditions of the Lease, or a violation of applicable Federal, State, or local law. To terminate the tenancy the Lease, Owner must provide written notice to the tenant of the grounds with sufficient specificity to enable the tenant to prepare a defense. The notice must be served at least three days before the termination of tenancy, and must comply with all requirements of California law and other applicable programs. Tenant has the right to enforce this requirement in state court, including presenting a defense to any eviction action brought by Owner.

To the extent that any terms contained in the Lease or rental agreement, or any other agreement between the owner and the tenant, contradict the terms of this Rider, the provisions of this Rider shall control.

By signing below, I indicate my consent to this Lease Rider:

Property Representative Name (print)	(signature)	Date

By signing below, I indicate my consent to this Lease Rider. I/we have been given a copy of this Lease Rider.

Resident or Applicant Name (print)	(signature)	Date
Resident or Applicant Name (print)	(signature)	Date
Resident or Applicant Name (print)	(signature)	Date
Resident or Applicant Name (print)	(signature)	Date

NOTICE – GOOD CAUSE EVICTION PROTECTION

As a resident in a “Housing Tax Credit Program” rental unit, you have a right to continue living in your rental unit unless you do something that gives your landlord “good cause” to evict you. This notice provides basic information about your rights.

Why are you being notified of your right against eviction without “good cause”?

The federal law that created the Housing Credit Program requires this protection. The California Tax Credit Allocation Committee requires your landlord to notify you and amend your lease. You and your landlord must also sign the “Lease Rider” to make this important resident protection part of your lease. This “Lease Rider” has already been signed by your landlord and should be attached to this notice for your signature.

What is “good cause” for your landlord to evict or to terminate your tenancy?

There is no specific list of “good causes” to evict residents. Rather, this matter has been left to the courts to decide and define. However, your landlord would have “good cause” if you commit a serious or repeated violation of the significant terms of your lease. Some examples of what might be considered good cause are failure to pay rent on time, failure to cooperate with legal recertification requirements, and engaging in illegal activity on the premises.

What if your lease does not yet include protection against being evicted without “good cause”?

Even if your lease does not state this protection, you have the right NOT to be evicted without “good cause.” To strengthen this protection, you should immediately sign and return the “Lease Rider.”

What procedures must the landlord follow to evict me?

Before you can be evicted, your landlord must give you a **written notice** of the reasons – the “good cause” – that is specific enough for you to present a defense if you wish. You do not have to move out after the notice if you believe there is no good cause. Whether you agree or disagree with the notice, you should never ignore it. If you choose to stay and contest the eviction, the landlord must file and serve you with a court action, called an “unlawful detainer”. This court action must be based on the same good cause stated in the notice. You have the right to show why there is not good cause at a hearing in court. The judge will then decide whether the landlord has shown good cause. You only have to leave the premises if the court orders you to do so.

IMPORTANT! If you receive an eviction notice or court papers, you should contact an attorney immediately for legal advice.

Who should you contact if you have more questions?

Please contact your resident manager, local legal services office, local housing rights organization, or a private attorney.



LOW-INCOME LEASE RIDER

**THIS RIDER, AN INCOME CERTIFICATION, AND AN
EMPLOYER VERIFICATION MUST BE OBTAINED FROM
ALL TENANTS OF APARTMENTS FOR WHICH LOW-INCOME
HOUSING TAX CREDITS ARE REQUIRED.**

=====

Tenant: _____
(If there is more than one adult occupant, each one must complete and sign a rider.)

Lease Date: _____

Apartment: _____

Building Address: _____

The undersigned tenant hereby certifies and agrees as follows:

1. **Income Certification.** My attached income certification is true, correct, and complete. I agree to provide a similar certification annually upon request during the term of my occupancy.

2. **Employer Verification.** The landlord or property manager has my permission to verify my income from my employer, using the attached form now and on an annual basis.

3. **False Statements.** If my income certification and/or any lease application submitted by me is false, or if I fail to provide annual certifications, the landlord or property manager will have the right to terminate my lease and recover possession of my apartment. I understand that the landlord and property manager are relying on my income certification in accepting me as a tenant, and that the landlord will be seriously harmed if my income does not qualify the apartment for low-income housing tax credits. This rider shall be considered part of my lease.

Date: _____, 20_____

Tenant:

(Signature)



Item # 15.

This mold and mildew addendum dated _____, is attached to and made part of the lease dated _____ (the "Lease") by and between _____ and _____ Apartments.

Resident(s) acknowledge that is necessary for resident(s) to provide appropriate climate control, keep the unit clean, and take other measures to retard and prevent mold and mildew from accumulating in the unit. Resident(s) agrees to clean unit on a regular basis to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. Resident(s) agrees not to block heating, ventilation or air-condition ducts in the unit. Resident also agrees to immediately report to the management office:

1. Any evidence of water leak or excessive moisture in the unit as well as in any storage room, garage or common area.
2. Any evidence of mold or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area.
3. Any failure or malfunction of the heating, ventilation or air conditioning system in the unit.
4. Any inoperable windows and doors.

Resident further agrees that resident shall be responsible for damage to the unit and Resident's property as well as injury to Resident and Occupants resulting from Resident's failure to comply with terms of this Addendum.

A default under the terms of this Addendum shall be deemed material default under the terms of the Lease, and the Lessor shall be entitled to exercise all the rights and remedies by law or in equity. Except as specifically stated here, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this agreement and the terms of the Lease, the terms of this Addendum shall control. Any term that is capitalized but not defined in this Addendum that is capitalized and defined in the Lease shall have the same meaning for purposes of this Addendum as it has for the purposes of the Lease.

Owner/Agent	Date
-------------	------

Resident	Date
----------	------



SATELLITE DISH INSTALLATION

Renters are now allowed to install dishes or certain other antennas in specific locations. The Federal Communication Commission (FCC) ruling enables tenants to install certain dishes on private balconies, porches or other area where **the individual tenant has the exclusive use and other tenants do not share such area.**

DISHES ARE PROHIBITED IN THE FOLLOWING AREAS:

1. **Rooftops or fascias**
2. **Window sills**
3. **Common use areas such as balconies, stairways or yards**
4. **Outside walls or fences**

Dishes may be installed on private patios or balconies; however no part of the dish or antennae may extend beyond the patio or balcony railing line.

No holes may be drilled in patio or balcony railings or window installations. No holes may be drilled in any part of the roof. No holes may be drilled in any exterior wall without prior written consent of the lessor.

Legitimate safety restrictions will be imposed even in areas where dishes or antennas are permitted. Examples:

- Fire codes, which prevent installation for evacuation reasons.
- Installations requiring a certain distance from power lines.
- Electrical codes that require certain types of grounding.
- Proper methods of securing antenna

Tenants who wish to install a dish or antenna must secure written consent from the management office before proceeding!

By signing below I agree to ask management's approval prior to installing any type of Satellite Dish:

Tenant Date

Co-Tenant Date

Co-Tenant Date

Co-Tenant Date



TAX CREDIT ADDENDUM

The following additional provisions are incorporated in full in the lease between

_____, hereinafter called “Owner/Agent” and

_____, hereinafter called

“Tenant, for the premises at: _____, California, hereinafter called “Premises”. In case of any conflict between these and any other provisions of the lease, these provisions shall prevail.

Disclosure. Tenant acknowledges the property is to be operated in accordance with the requirements of the Low Income Housing Tax Credit Program (Program) governed by Section 42 of the Internal Revenue Code. Tenant’s rights are subject to the eligibility requirements under the Program. Tenant must cooperate with landlord in certifying their eligibility for the Program. Tenant’s continued occupancy is subject to this eligibility and is subject to termination if tenant’s fails to comply with the program or any terms and conditions of this addendum.

Application Information. Tenant hereby certifies that the information supplied by tenant to landlord during the application process is accurate and complete in all respects. Should landlord later become aware that tenant supplied false, incomplete or inaccurate information, landlord may terminate the lease immediately.

Breach. Each obligation of the lease, addendums, application and certification is material. Any violation thereof or misrepresentation of any information pertaining thereto shall constitute a material breach of the lease.

Income Certification. Tenant must be initially certified for the Program and will be re-certified annually thereafter. Tenant has or will complete and execute an Income Certification Form prior to commencement of the lease term, and shall complete and execute further Income Certification Forms at Landlord’s request at least annually hereafter. Landlord will contact the tenant prior to the annual certification date to begin processing the necessary paperwork. It will be the responsibility of the tenant to fully cooperate and provide all necessary information. The recertification process may include an interview with management to determine continued program eligibility, verification of all income, asset and other eligibility information. Failure to provide accurate and timely income certification and/or re-certification will constitute a breach of the lease.

Rental Adjustments. Each year the maximum allowable rental rates and utility allowances are reviewed by the appropriate agencies and the rental rate is adjusted in accordance with these published changes by giving the tenant written notice as required by California law.

Excessive Rents. If the landlord determines that the unit has become ineligible for the program due to the tenant paying more than the maximum amount of rent, including applicable utility allowance, then landlord shall pay tenant the amount of such excess. Landlord shall use its best efforts to locate tenant to pay back the excess if tenant is no longer in possession of the premises.

Student Status. Tenant shall notify landlord in writing if there are any changes in the student status of anyone in the household, including replacement tenants or occupants occupying the premises at any time. Landlord may elect to terminate the lease or not renew the lease if anyone in the household becomes a student and landlord determines that the student status would adversely affect the eligibility of the “Premises” under the program.

Felony Conviction. Tenant shall notify landlord in writing if anyone in the household is convicted of a felony at any time. Landlord may elect not to renew this lease if anyone in the household is convicted of a felony and landlord determines that the felony status would adversely affect the eligibility of the “Premises” under the program. If the felony is committed on the premises, landlord may terminate the Lease immediately in accordance with California law.

Void Provisions. If any provision of this addendum is deemed to be unenforceable, the remaining provisions shall remain in full force and affect.

Good Cause for Eviction or Non-renewal of the Lease. Owner may not terminate the tenancy or refuse the Lease or rental agreement of a Low Income Tenant except for good cause, including a serious or repeated violation of the material terms and conditions of the Lease, or a violation of applicable Federal, State or local law. To terminate the tenancy or effuse to renew the Lease, Owner must provide written notice to the tenant of the grounds with sufficient specificity to enable the tenant to prepare a defense. The notice must be served at least three days before the termination of tenancy, and must comply with all requirements of California law and other applicable programs. Tenant has the right to enforce this requirement in state court, including presenting a defense to any eviction action brought by Owner.

Termination for non-compliance. Landlord may terminate the lease for any noncompliance by the tenant or any member of tenant’s household that adversely affects the federal tax exempt status of the “Premises” under the program.

Landlord:

Property Name

Authorized Agent for Landlord

By: _____ Date: _____

**You are legally bound by this document. Please read it carefully.
and sign on the following pages.**

Tenant:

Signature

Date: _____

Print name

Tenant:

Signature

Date: _____

Print name

Tenant:

Signature

Date: _____

Print name

Tenant:

Signature

Date: _____

Print name



LEASE ADDENDUM

PUBLIC ACCESS DISCLOSURE

The following additional provisions are incorporated in full in the lease between _____, hereinafter called "Owner/Agent" and _____, hereinafter called "Tenant", for the premises known as Apartment # _____, at _____, California. In case of any conflict between these and any other provisions of the lease, these provisions shall prevail. The tenant agrees to the following:

Megan's Law Notice: Assembly Bill 488 and the California Department of Justice, sheriff's departments, police departments servicing jurisdictions of 200,000 or more provides the public with Internet access to detailed information on registered sex offenders pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and is a source of information about the presence of these individuals in any neighborhood. The law is not intended to punish the offender and specifically prohibits using the information to harass or commit any crime against an offender. <http://www.meganslaw.ca.gov>.

_____ Owner/Agent	_____ Tenant	_____ Date
_____ Authorized Representative	_____ Tenant	_____ Date
_____ Date	_____ Tenant	_____ Date



Bedbug Addendum

This community has a comprehensive plan of action to follow when we encounter bedbugs in our community. Bedbugs are now a pandemic, not just here in the United States, but around the world. Following a systematic plan will ensure that issue is mitigated quickly and will protect other residents, family members, and guests in the community. Every effort is made to protect residents from the social embarrassment associated with having a bedbug infestation. Because self-treatment poses extreme dangers to residents and family, we require that a licensed pest management professional be engaged to help respond and treat infested apartments. Without full cooperation of the resident, this treatment program will not be successful. Because involving a pest management professional in the eradication plan is very difficult and costly, we require residents to cooperate fully in the treatment solution and policies relating to controlling bedbug infestations. Integrated pest management requires that the resident, landlord and pest management professional work together. Lack of cooperation will result in termination of tenancy.

This Bedbug Addendum (this "Addendum") is made and entered into as of this ____ day of ____, 20__ by and between ____ (the "Landlord") and ____ (the "Resident"). This Addendum will acknowledge that all parties are aware of bedbug issues and will cooperate throughout the tenancy to deal with potential issues.

Landlord has inspected the unit and is aware of no bedbug infestation upon move-in on ____.

Resident(s) claim that all furnishings and personal properties to be moved into the premises are free of bedbugs ____ (Resident Initials) ____ (Resident Initials) ____ (Resident Initials) Resident(s) hereby agree to prevent and control possible infestation by adhering to the below list of responsibilities for the duration of the tenancy:

1. Inspection. Check for hitch-hiking bedbugs. If you stay in a hotel or another home, inspect your clothing, luggage, shoes and personal belongings for signs of bedbugs before re-entering your apartment. Check backpacks, shoes and clothing after using public transportation or visiting theaters. After guests visit, inspect beds, bedding and upholstered furniture for signs of bedbug infestation.

2. Duty to Report. Resident shall report any problems immediately to Owner/Agent. Even a few bedbugs can rapidly multiply to create a major infestation that can spread to other units. Manager will then be given access to rental unit for inspection within 24 hours of Resident being given written notice.

3. Mandatory Cooperation. Resident shall cooperate with pest control efforts. If your unit or a neighbor's unit is infested, a pest management professional will be called in to inspect and eradicate the problem.

4. Bed Bug Treatment. In the event of a bedbug issue, Resident agrees to execute the "Bed Bug Treatment Agreement" attached as Exhibit A. In addition, Resident must comply with recommendations and requests from the pest control specialist prior to professional treatment including but not limited to:

- a. Place all bedding, drapes, curtains and small rugs in plastic bags for transport to laundry or dry cleaners.
- b. Heavily infested mattresses are not salvageable and must be sealed in plastic and disposed of properly. Call Management for removal and disposal. Empty dressers, night stands and closets. Remove all items from floors and bag all clothing, shoes, boxes, toys, etc. Bag and tightly seal washable separately from non-washable items. Used plastic bags must be disposed of properly.

- c. Wash all machine-washable bedding, drapes, and clothing, etc. on the hottest water temperature and dry on the highest heat setting. Items that cannot be washed must be taken to a dry cleaner who MUST be informed of the issue. You must safely discard ALL items that cannot be decontaminated.
- d. Vacuum all floors, including the inside of closets. Vacuum all furniture including inside drawers and nightstands, mattresses and box springs. Carefully remove vacuum bags, sealing them tightly in plastic and discarding of properly. Use a brush attachment to dislodge eggs.
- e. Move furniture toward the center of the room so that technicians can easily treat carpetedges where bedbugs congregate, as well as walls and furniture surfaces. Items must beremoved from the closets to allow for treatment.

5. Indemnification. Resident agrees to indemnify and hold the Landlord harmless from any actions, claims, losses, damages and expenses including but not limited to attorneys' fees that Landlord may incur as a result of the negligence of the Resident(s) or any guest occupying or using the premises.

6. Property Insurance. It is acknowledged that the Landlord shall not be liable for any loss of personalproperty to the Resident, as a result of an infestation of bedbugs. Resident agrees to obtain personal property insurance to cover such losses.

7. Default. Any Default of this Addendum or of the Lease by Resident shall entitle Landlord to pursue all rights and remedies available under this Addendum, the Lease, or applicable law including, but not limited to, terminating the Resident's right to possession of the premises for material non-compliance. The following will be considered material non-compliance of the Lease and Addendum:

- a. Any misrepresentation by the Resident in this Addendum.
- b. Refusal to execute the Bed Bug Treatment Agreement.
- c. Failure to promptly notify the Landlord of the presence of bedbugs.
- d. Failure to adequately prepare for treatment in the sole discretion of the pest control professional.
- e. Refusal to allow the Landlord to inspect the premises.
- f. Failure of the Resident to have personal property insurance to cover damage or losses to furniture.
- g. Any action that prevents treatment of the Unit or potentially exasperates or increases the bedbug issue.

8. Conflicts. To the extent that the terms of this Addendum are inconsistent with the terms of the Lease, the terms of this Addendum shall control.

By signing below, the undersigned Resident(s) agree and acknowledge having read and understood this addendum.

Dated: ____ / ____ / ____

Resident

Resident Date

Community Manager

Bedbug Addendum

**Hyder Property Mgmt
10/30/2013**

LEASE ADDENDUM

VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005

TENANT	LANDLORD	UNIT NO. & ADDRESS
--------	----------	--------------------

This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

Purpose of the Addendum

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

Conflicts with Other Provisions of the Lease

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

Term of the Lease Addendum

The effective date of this Lease Addendum is _____. This Lease Addendum shall continue to be in effect until the Lease is terminated.

VAWA Protections

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

Tenant

Date

Landlord

Date

**Race and Ethnic Data
Reporting Form**U.S. Department of Housing
and Urban Development
Office of HousingOMB Approval No. 2502-0204
(Exp. 06/30/2017)

Name of Property	Project No.	Address of Property
Name of Owner/Managing Agent		Type of Assistance or Program Title:
Name of Head of Household		Name of Household Member

Date (mm/dd/yyyy): _____

Ethnic Categories*	Select One
Hispanic or Latino	
Not-Hispanic or Latino	
Racial Categories*	Select All that Apply
American Indian or Alaska Native	
Asian	
Black or African American	
Native Hawaiian or Other Pacific Islander	
White	
Other	

Definitions of these categories may be found on the reverse side.*There is no penalty for persons who do not complete the form.**_____
Signature_____
Date

Public reporting burden for this collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is required to obtain benefits and voluntary. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information is authorized by the U.S. Housing Act of 1937 as amended, the Housing and Urban Rural Recovery Act of 1983 and Housing and Community Development Technical Amendments of 1984. This information is needed to be in compliance with OMB-mandated changes to Ethnicity and Race categories for recording the 50059 Data Requirements to HUD. Owners/agents must offer the opportunity to the head and co-head of each household to "self certify" during the application interview or lease signing. In-place tenants must complete the format as part of their next interim or annual re-certification. This process will allow the owner/agent to collect the needed information on all members of the household. Completed documents should be stapled together for each household and placed in the household's file. Parents or guardians are to complete the self-certification for children under the age of 18. Once system development funds are provided and the appropriate system upgrades have been implemented, owners/agents will be required to report the race and ethnicity data electronically to the TRACS (Tenant Rental Assistance Certification System). This information is considered non-sensitive and does not require any special protection.

TENANT CONTACT LOG

Item # 15.

TENANT: _____

UNIT #: _____

DATE

WHO, WHAT, and WHERE

ACTION TAKEN



Annual Recertification Initial Notice

To: _____

Date: _____

Dear _____:

As stated in Paragraph 4 of your lease, the Tax Credit Allocation Committee (TCAC) who administers the “program” under Section 42 of the Internal Revenue Code requires that we review your income and family composition every year (365 days).

To complete our review of your income and family composition, you must meet with the Resident Manager and bring the below REQUIRED information with you to the interview:

1. Completed application
2. Employer's name and address (for all family members)
3. Name and address to verify any other income source (for all family members)
4. Name and address to verify family assets (for all family members)

Your CUT OFF date is _____. This is the date that you are REQUIRED to submit the above information and sign all applicable verification release forms.

We will send you reminder notices at 120, 90, 60 and 30 days from your recertification date, _____. At these times you must contact the Resident Manager, _____, to schedule an appointment for an interview. The phone number is: _____.

I have read and understand this letter describing the requirement for my participation in an annual recertification interview.

Signature of the Head of Family

Date

Signature of Witness

Date

MOVE -IN/MOVE OUT INSPECTION REPORT

Project Name: _____ Date of Inspection: In _____ Out _____
 Tenant Name: _____ Unit # _____ Number of Bedrooms _____ Number of Baths _____
 In Date: _____ Move-Out Date: _____

Acceptable?			Acceptable?			Acceptable?		
Kitchen	Yes In/Out	No In/Out	Bedroom # 2	Yes In/Out	No In/Out	Bathroom #1	Yes In/Out	No In/Out
Ceiling			Doors			Doors		
Doors			Walls			Walls & Towel Bar		
Walls			Ceiling			Ceiling		
Floor			Floor			Floor		
Stove/Oven			Light Fixtures			Toilet & Paper Reel		
Range/Hood			Window & Screen			Basin & Stopper		
Refrigerator			Window Covers			Tub or Shower		
Counter Tops			Bedroom #3			Light Fixtures/ GFI		
Sink/Disposer			Doors			Window/Vent Fan		
Light Fixtures/ GFI			Walls			Bathroom #2		
Cabinets & Under			Ceiling			Doors		
Refrigerator Pan			Floor			Walls & Towel Bar		
			Light Fixtures			Ceiling		
Lv Rm/Dining			Window & Screen			Floor		
Ceiling Fan			Window Covers			Toilet & Paper Reel		
Doors Incl. Screen			Bedroom #4			Basin & Stopper		
Walls			Doors			Tub or Shower		
Ceiling			Walls			Light Fixtures/GFI		
Floor			Ceiling			Window/Vent Fan		
Electric Fixtures			Floor			Miscellaneous		
Window/Screen			Light Fixtures			Smoke Alarm (s)		
Window Cover			Window & Screen			Electrical Panel		
Bedroom #1			Window Covers			Porch/Patio		
Doors			Heating Equip			Stairs		
Walls			Furnace & A/C			Storage Area		
Ceiling			Filter			Doorbell		
Floor			Thermostat			Yards		
Light Fixtures			Hot Water Tank			Front		
Window & Screen			Water Heat @120F			Back		
Window Covers			Water Heater Vent			Side		

Was the required Moisture Inspection conducted at Move In? _____ Move Out? _____.

Is the Moisture Inspection attached for Move In? _____ Move Out? _____.

Was any Mold detected at Move-In? _____ Move Out? _____

Was the required Smoke Detector(s) Inspection Conducted at Move In? _____ Move Out? _____

The unit upon move-in is in decent, safe and sanitary condition, any deficiencies are noted above.

Explanation of items that are NOT ACCEPTABLE (all items listed as not acceptable must be explained below):

I certify that the unit contains _____ working smoke detectors. I agree to replace batteries as needed and notify Management of any failures. I further certify that the foregoing report correctly represents the condition of the above-identified unit. Any deficiencies identified in this report will be remedied within 30 days of the date the tenant moves into the unit.

 Tenant Signature at Move-In

 Date

 Tenant Signature at Move-Out

 Date

 Manager Signature at Move-In

 Date

 Manager Signature at Move-Out

 Date



MOVE IN



MOVE OUT



SEMI ANNUAL

INSPECTION OF APPLIANCES

Item # 15.

Property Name: _____

UNIT# _____

DATE INSPECTED: _____

Inspector: Please check the box if the items is OK. If it is not OK circle the item
and note any Damage for each Burner, Oven Gaskets and MISSING Racks below:

STOVE

Serial # _____

Make: _____

Model: _____



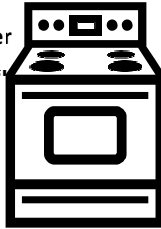
L B Burner



L F Burner



OVEN



R B Burner



R F Burner



Needs Replaced

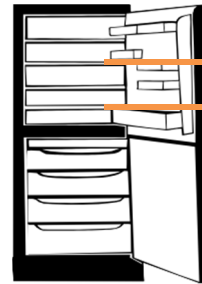
MISSING OR DAMAGED: () Drip pans () Oven Racks () Handles
() Knobs () Light () Broiler Pan

REFRIGERATOR

Serial # _____

Make: _____

Model: _____



Gaskets

Bins



Needs Replaced

MISSING OR () Bins () Handles () Door Racks
DAMAGED: () Light () Shelves () Other

WATER HEATER



N/A

Serial # _____

Make: _____

Model: _____



Pipes



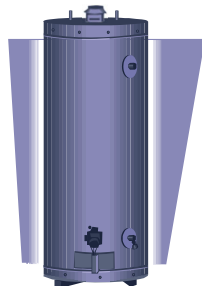
Relief Valve



Igniter



Earthquake Strap



Needs Replaced

Note Damage or Missing Straps or pipes, Dishwasher Damage or missing Latch and Gasket:

DISH WASHER

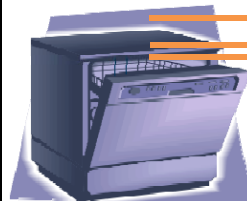


N/A

Serial # _____

Make: _____

Model: _____



Door Latch

Gasket



Needs Replaced

OTHER APPLIANCES: Microwave Light, Range Hood Light and Filters , Garbage Disposal unit, etc)



Microwave



Light



Range Hood



Light



Filter



Fan



Fire Suppression X2



Garbage Disposal



Furnace

Comments: _____



A/C Unit



HVAC

Inspectors Signature: _____

Date: _____

MOISTURE INSPECTION

Item # 15.

The purpose of this inspection is to determine if any units have Mold or any condition that is conducive to the growth of Mold. ***Mold will be treated as a SERIOUS INCIDENT!***

All apartments must be inspected for Mold or conditions that could lead to Mold at all Semi-Annual Inspections, Move-In and Move-Out Inspections. Work Orders **and all other occasions when we are in a unit.** By inspecting the units as frequently as possible, we have the best chance to detect Mold conditions before any Mold has actually formed. Once Mold has formed, the problem becomes more complex.

This Moisture Inspection Report is to be attached to all Semi-Annual Inspections, Move-In and Move-Out Inspections, and Vacant Unit Inspections. You must additionally fill out the Moisture Inspection Report each time a Maintenance Work Order is completed in any unit. **This means that all work orders completed inside a unit will have a Moisture Inspection attached.** Each Moisture Inspection Report will be put in the permanent tenant file and in cases where Mold is detected, you must immediately file a **Serious Incident Report**, which must include a copy of the Moisture Inspection Report and call your Regional Manager.

When the report indicates that no Mold exists, but does indicate that there is a condition that could lead to Mold, you must remedy that condition immediately and report the action to your Regional Manager.

Use the following responses when filling out the form: (List specifics in the Comments)

Dry and no sign of mold = **NO**

Signs of mold = **YES**

Damp but no mold = **DAMP**

Odor = **NONE, SOME OR STRONG** [Indicate the odor by placing the N, S, or ST in the box]

Fold Line

MOISTURE INSPECTION

PROJECT _____

Unit Number _____ Date of Inspection _____ Inspector _____

Reason for Inspection: (CHECK) ☐ Tenant Call, ☐ Semi-Annual, ☐ Move-In, ☐ Move-Out, ☐ Work Order, ☐ Other _____

KITCHEN

NO	YES	DAMP	ODOR
☐	☐	☐	☐ Walls & Ceiling
☐	☐	☐	☐ Floor Grouting
☐	☐	☐	☐ Under Sink
☐	☐	☐	☐ Cabinets
☐	☐	☐	☐ Floor
☐	☐	☐	☐ Under Refrigerator (tray)
☐	☐	☐	☐ Refrigerator Seal
☐	☐	☐	☐ Pantry Walls
☐	☐	☐	☐ Open Food

BATHROOM

NO	YES	DAMP	ODOR
☐	☐	☐	☐ Walls & Ceiling
☐	☐	☐	☐ Floors
☐	☐	☐	☐ Grout
☐	☐	☐	☐ Shower Curtain
☐	☐	☐	☐ Stall
☐	☐	☐	☐ Fan
☐	☐	☐	☐ Under Sink
☐	☐	☐	☐ Base of Toilet
☐	☐	☐	☐ Behind Toilet

BATHROOM CONTINUED

NO	YES	DAMP	ODOR
☐	☐	☐	☐ Tub
☐	☐	☐	☐ Vent
ALL ROOMS			
☐	☐	☐	☐ Standing Water
☐	☐	☐	☐ Moisture Signs (condensation)
☐	☐	☐	☐ Discoloration
☐	☐	☐	☐ Carpet Stains
☐	☐	☐	☐ Carpet Moisture
☐	☐	☐	☐ Ceilings
☐	☐	☐	☐ Walls
☐	☐	☐	☐ Sills
☐	☐	☐	☐ Base
☐	☐	☐	☐ Vents
☐	☐	☐	☐ Filter(s)
☐	☐	☐	☐ A/C Drain
☐	☐	☐	☐ Odor
☐	☐	☐	☐ Light Fixtures
☐	☐	☐	☐ Hot Water Area Floor
☐	☐	☐	☐ Hot Water Area Walls

Comments (List locations and specifics): _____

TENANT SCREENING POLICY

Due to additional requirements provided in this agreement, applications for Supportive Housing units may be handled separately to ensure Property Management is “screening in” all prospective tenants. All applicants are given equal opportunity to exercise their right to the processes under the Property Management and/or the Santa Clara County Housing Authority (SCCHA) Mitigating Circumstances Policy (see item No. 4 below). It is the applicant’s right to appeal screening decisions due to negative background or criminal history.

- 1) In collaboration with the Property Manager, SCCHA Services staff will participate in the resident selection process by first meeting with the County and/or its Service Providers to review the Resident Selection Criteria and to review and agree upon the Tenant Screening Policy.
- 2) **Project Orientation.** Once the a prospective tenant has been identified by the County and engaged by the Intensive Case Managers (ICMs) of the appropriate Service Provider(s), the first step in Tenant Screening Policy is to help the prospective tenant successfully submit a complete rental application in accordance with the Resident Selection Criteria for the Project. The ICMs will be the prospective tenant’s primary support; however, Property Management shall assist by offering to meet with prospective tenant and their ICM. The purpose of the **Project Orientation** meeting is to:
 - a) Orient the prospective tenant to the property and the units;
 - b) Explain the Resident Selection Criteria, the rental application requirements and the steps and parameters involved in the Mitigation Process;
 - c) Explain the role of Property Management Services staff;
 - d) Offer the prospective tenant an opportunity to build rapport with Property Management staff and;
 - e) With appropriate releases of information signed, offer the Property Management staff, the ICM and the prospective tenant an opportunity to discuss housing barriers and service needs.
- 3) **Intake Interview.** The **Project Orientation** may be held separately or at the time of the **Intake Interview**. The **Intake Interview** will be a meeting between all adult household members of the prospective tenant, the prospective tenant’s ICM, and the Property Manager.
 - a) The objective is to review all paperwork and obtain required documentation of income and assets in order to submit a complete rental application. Upon receiving all documentation, Property Management will process the application. In the event the applicant does not meet the Resident Selection Criteria, the Property Manager will mail a written notice to the prospective tenant. A written notice is required by California law whenever an “adverse action” (i.e., denial of application) is taken against a prospective tenant based in whole or in part on information contained in a consumer credit report.

However, the Property Manager shall call the prospective tenant and the prospective tenant's ICM to notify them of the reason(s) why the prospective tenant did not meet the Resident Selection Criteria.

- b) In order to minimize the duration of the rental application process and recognizing that the prospective tenants will have significant housing barriers, all parties agree that:
 - i) A prospective tenant may request consideration under the **Mitigating Circumstances Policy** at the time of that the rental application is submitted;
 - ii) Applicants with problematic rental or credit histories may request consideration based on disability status and/or issues relating to mitigating circumstances, therefore, the Resident Selection Criteria will be considered in conjunction with the Mitigating Circumstances Policy;
 - iii) A prospective tenant may submit documentation of the existence of special needs along with the rental application; and
 - iv) If the prospective tenant is notified that they did not meet the Residential Selection Criteria, the notification will include the time and date of the **Mitigating Circumstances Interview**. Unless inconvenient for the prospective tenant, the **Mitigating Circumstances Interview** will be scheduled for no later than seven business days from the date that the prospective tenant's rental application was denied.
- 4) **Mitigating Circumstances Policy and Interview.** The **Mitigating Circumstances Policy** is intended to "screen in" prospective tenants who had otherwise failed to meet the Resident Selection Criteria. The policy includes a review of all documentation submitted by the prospective tenant as well as a **Mitigating Circumstances Interview**. The Property Management will include the applicant's ICM in the review and in the interview.
 - a) While the decision to accept the prospective tenant will rest with the Property Manager, the Owner shall inform the County of the results of all reviews and interviews so that the County may evaluate that fairness and effectiveness of the Property Manager's **Mitigating Circumstances Policy**.
 - b) County staff may also observe the **Mitigating Circumstances Interviews** and documentation review.
 - c) The Mitigating Circumstances Policy does not allow for blanket waivers of specific Resident Selection criterion. However, in assessing the prospective tenant's request the Property Manager shall consider all relevant factors including, but not limited to:
 - i) The impact that stable housing will have on helping the individual achieve their personal stability and health goals;
 - ii) The impact that homelessness or unstable housing had on the events in question including the lack of or poor rental history and convictions for quality of life crimes

- (e.g., panhandling);
- iii) The time, nature, extent and seriousness of the past behavior or action;
 - iv) The role of other family members or household members;
 - v) The extent to which disability or disabling conditions contributed to the behavior or circumstances;
 - vi) The availability of rental subsidies, other financial assistance or financial assistance programs (e.g., representative payee services) to limit risk of non-payment of rent;
 - vii) The extent to which the applicant's current or previous actions have addressed or are mitigating the underlying conditions which caused the previous action or behavior; and,
 - viii) Factors which might indicate a reasonable probability of favorable future conduct, including evidence of rehabilitation and applicant's willingness to participate in social services.
- 5) **Move-In Orientation:** Once a prospective tenant's rental application has been approved, the Property Manager will schedule a move-in date/orientation with ICM and tenant as soon as possible. The orientation shall be conducted in a quiet, private setting, and will be scheduled for at least 45 minutes. The purpose of the orientation is to:
- a) Determine furniture and other needs;
 - b) Finalize lease documents;
 - c) Familiarize the tenant with the property, their unit, the lease and the property's rules;
 - d) Collect the security deposit and first month's rent; and,
 - e) Continue the rapport-building between the tenant, the ICM and the Property Manager.

**Management Plan
For
Hillview Court**

1. **THE ROLE AND RESPONSIBILITY OF THE OWNER AND RELATIONSHIP AND DELEGATIONS OF AUTHORITY TO THE MANAGING AGENT.**

JHC-Hillview, LLC, (Owner) appoints Hyder & Company, (Agent) as agent for the management of the residential units at Hillview Court and Agent accepts the appointment.

The Owner has entered into a Management Contract with Hyder & Company, hereinafter referred to as Agent or Managing Agent.

- a. There is no legal or corporate relationship between the Owner and the Agent with the exception of the Management Contract. There is no identity of personnel, proximity or sharing of offices, or any other identity of interest. There is no relationship that would create a conflict of interest.
- b. The Site Manager will supervise the activities of the administrative and maintenance staff on the project. The Site Manager will be directly responsible to the Managing Agent who will set forth the responsibilities of day-to-day operations. The Managing Agent will be directly responsible to the Owner.
The Agent will make all decisions regarding the day-to-day operations of the project without consulting the Owner or in the event of extreme emergency, make decisions without consulting the Owner. The Agent will notify the Owner as soon as possible after any emergency decisions are implemented.
- c. The Agent will consult the Owner regarding all policy matters or those which the Agent is not authorized to handle under the terms of the Management Contract, and on all other matters which are of significance to the project. The Agent will meet with the Owner at regular intervals established by the Owner to review all project business and to update the Management Plan as directed by the Agency.
- d. The Owner will name an authorized contact person who will have total authority to act on behalf of the Owner and make all necessary decisions on Owner's behalf. The Owner will notify the Agent in writing of the name of the contact person prior to the inception of the Agreement, and thereafter when the contact person is changed. Agent will deal directly and exclusively with the authorized contact person.
- e. This Management Plan identifies decisions and requirements of the Owner including but not limited to disbursement amounts requiring Owner approval and documents required from the Owner.
- f. The responsibilities of the Owner and the Agent are clearly set forth in this

document. All basic responsibilities and duties are clearly covered in this document and Agency's rules and regulations.

- g. The pro-rata division of singularly incurred operating expenses that are common to the parties and purchased by the Managing Agent are:
Fidelity insurance, errors and omissions insurance, employee practices liability insurance, cyber insurance, tenant discrimination insurance & workers compensation insurance, all which are allocated to each project and the corporate office by number of employees at each location.

2. **PERSONNEL POLICY AND STAFFING ARRANGEMENTS.**

- a. All on-site personnel shall be contracted service providers or employees of Agent and shall be paid from the Operating Account as an expense of the project. Pursuant to the amounts provided in the Budget, Agent shall at all times have sufficient personnel physically present at the Project for the full and efficient performance of its duties under the Management Contract, including physical presence of responsible persons at such times as reasonably may be requested by Owner. The employees, their job descriptions, and salaries, shall be determined by Agent. All hiring will be in strict conformance with equal employment opportunity requirements provided by the Department of Fair Employment and Housing with regard for race, color, religion, sex, handicap, familial status, or national origin.
- b. The staffing plan for this property will include a manager and office staff as necessary to operate the project together with maintenance staff as required and as approved in the budget. Employees are never "on call" outside of normal duty hours, unless specifically required to cover emergency calls on a particular project.

Mandatory Prerequisites for All Employees:

Must possess high moral character, sound fiscal integrity, and qualify for fidelity bond.

Must be able to speak, read, write, and understand English at least to the level of understanding the Injury and Illness Prevention Plan, and the ability to read all safety and warning labels and follow written or verbal instructions. Must be able to report in English to supervisory staff and authorities any emergency conditions that may exist from time to time.

Must additionally be able to understand and comply with both written and verbal instructions given in English regarding office operations, computer operations and technical Agency Requirements.

Job Descriptions:

Site Manager: The Site Managers are in sole charge of the housing community to which they are assigned and as such must manage and direct operations of the housing community in accordance with the policies and procedures prescribed by the Owner, the Governing Agency, Management Agent and Fair Housing Laws.

In order to qualify for this position an employee:

- Must be competent in basic computer skills, typing, spelling, telephone techniques and basic mathematics.
- Must have the ability to speak, read, write, and understand English. Be able to comply with both the written and verbal instructions given in English.
- Must be able to follow the Injury and Illness Prevention Plan and have the ability to read all safety and warning labels and follow written and verbal instructions.
- Must have the specific ability to follow & give technical instructions.

The Employee will be expected to:

- Become proficient in the operation of the property computer, scanner, copier, calculator, and any other office machines necessary.
- Adhere to office schedule as approved by supervisor and according to the needs of the property.
- Present a professional appearance, dressing according to business etiquette.
- Attain a working knowledge of the following software; Yardi and IDOC.
- Attend educational courses as directed by Human Resources or Supervisor and pass Agency-required or Employer tests.
- Become fully competent in Agency rules and procedures within ninety days of hire. Must be able and willing to follow all procedures in Manager's Handbook and Agency Instructions. Maintain property in compliance with the appropriate agency.
- Supervise personnel; keep staff personal calls, social networking, cell phone usage limited to breaks and emergency needs.

The Employee's responsibilities will include but are not limited to the following:

- Implementation of the Management Plan, Affirmative Fair Housing Marketing Plans, Agency and Company policies and the Manager's Handbook provided by employer.

- Review of prospective resident's rental applications for initial eligibility. Rental of Apartments in accordance with Agency Requirements, Tenant Selection Plan, and the Wait List. Completion of lease agreements and conducting entry interviews with new tenants outlining conditions and terms for occupancy along with the completion of the entire application and Agency certification. The application process for move in (when a unit is available) should take no more than 14 working days and commence no later than 24 hours after a 30-day notice to vacate is given.
- Providing residents with their interim and annual recertification paperwork along with conducting recertification interviews assuring all paperwork is done on time and in accordance with Agency requirements.
- Collection of rent in a timely manner, issuance of receipts and serving the appropriate late rent notices on time. Making daily bank deposits.
- Walking the property at least once a week for physical inspections and vacancy verifications and one time per month at night to check lighting. Completing semi-annual unit inspections twice a year.
- Perform and report all business and transactions to the Corporate Office on a timely basis in accordance with the Manager's Handbook and monthly Site Manager Calendar.
- Proper preparation and submission in a timely manner of timecards, corporate reporting and required property reports as stated in the Monthly Site Calendar and Manager's Handbook.
- Supervision of maintenance and other personnel which includes performance of annual evaluations and documented interim consultations. These are to be reviewed by the Supervisor prior to presentation to employee after which the original is sent to the Corporate Office to be filed in the employee's personnel file.
- Selection of outside contractors in accordance with the Manager's Handbook. This includes but is not limited to obtaining competitive bids, initiating approval of contractors, and verifying and collecting insurance certificates for workers compensation and liability insurance from all contractors and their sub-contractors.
- Handling the Purchasing process for the community. This includes but is not limited to the preparation of Purchase Order Requests, verification of receipt of purchases, and first review and submission of invoices to accounts payable in accordance with the written OPS procedures. Accounting for petty cash. Arranging for approved outside services, such as trash collection, utility service, mail service, telephone installation, exterminators, etc., as required.

- Establishing good resident relation policies and adhering to housing assignment procedures. Promoting harmonious relationships among residents, housing personnel, and persons of neighboring communities. In resolving complaints of residents, the manager must be able to handle problems with discretion and fairness in accordance with Fair Housing.
- The position requires a great deal of personal contact with other people and agencies. Manager must maintain good working relations with the local police and fire departments, governing officials, any other community resources that are programmed and designed to assist the residents as well as owners, vendors, and other employees.
- Being available to assist, in any means necessary, for all file audits and physical inspections by Government Agencies or the Management Company.
- Keep proper documentation of resident files, incident reports, and other events related to the property.

In some instances, the employee will:

- Be required to be bilingual in English and Spanish.
- Be able to report in English to supervisory staff and authorities any emergency conditions that may exist from time to time. Then must have the flexibility to follow through on the handling of said emergencies in accordance with the Crisis Management Procedure.
- Be asked to assist in the management of other properties or the training of a new manager.
- Need to go to court on an eviction, small claims issue or another legal situation that may arise.
- Perform such duties as may be requested from time to time by their Supervisor or other Corporate personnel.

Assistant Site Manager: The Site Manager and Assistant Site Managers are in charge of the housing complex and as such must manage and direct operations of the housing project in accordance with the policies and procedures prescribed by the Owner, the governing agency and Management Agent.

The position requires a great deal of personal contact with other people. The assistant manager must be able to handle problems with discretion and fairness. Their independent judgment can determine the success or failure of the project.

In order to qualify for this position an employee must be competent in typing, spelling, telephone techniques and basic mathematics. In some instances, the

employee will be required to be bilingual in English and Spanish.

The Assistant Site Manager will follow the instructions of the Site Manager in all of the following areas:

Make certain that all outside contractors or sub-contractors provide certificates that provide proof of liability and workers compensation insurance before any work can be done on the property.

Prepare payment requests and accounts payable, receive and account for funds. Purchase approved supplies and arrange for approved outside services, such as trash collection, utility service, mail service, telephone installation, exterminators, etc., as required.

Become proficient in the operation of the project computer and software. Computer literacy is preferred.

Assist prospective tenants in preparing applications for initial eligibility and recertification. Rent apartments. Complete lease agreement form and conduct entry interviews with new tenants, outlining conditions and terms for occupancy. Review housing applications, select tenants, and assign dwelling units. Collect rent and issue receipts. Implement this Management Plan and Agreement and the Affirmative Fair Housing Marketing Plan. Be totally familiar with company policy and the Manager's Handbook provided by employer.

Establish good tenant relation policies and adhere to housing assignment procedures. The Assistant Manager is a key part of promoting harmonious relationships among tenants, housing personnel, and persons of neighboring communities. Resolving complaints of tenants. Maintaining good working relations with the local police and fire departments, governing officials, and other community resources and social programs designed to assist the tenants and enhance the quality of life at the complex.

Must attend educational courses as directed and pass Agency-required and Employer tests. Must become fully competent in agency rules and procedures. Must be able and willing to follow all procedures in Managers Handbook and Agency Instructions.

Office Clerk: In order to qualify for this position an employee must be competent in typing, spelling, telephone techniques and basic mathematics. In some instances, the employee will be required to be bilingual in English and Spanish.

The employee will assist the Site Manager in qualifying applicants and leasing units in compliance with the appropriate agency requirements. Additionally, the employee must be competent in filing and all other office procedures. The clerk will be trained in computer operations for the specific program of the apartment complex.

The employee must have good “people skills” in order to deal with the public in an efficient and courteous manner. The clerk will represent the “front line” in meeting the public and in dealing with tenant complaints.

This position requires a person with a professional and friendly disposition who can work with people on a regular daily basis, follow instructions, and learn reasonably quickly.

All clerical staff members must be trained in the program requirements and pass all required tests so as to be certified in the appropriate subsidy program.

Employee must be able to speak, read, write, and understand English in order to read and understand the Injury and Illness Prevention Plan and to converse with others in case of emergencies. Must also be able to follow written and spoken instructions regarding office and computer procedures and the handbook instructions.

This position does not include showing apartments, inspecting apartments, maintenance work or any other activities outside the office.

Maintenance Director: Assist in the development of the maintenance plan for the overall efficient operation of the project, perform all necessary work, inspect, and evaluate physical condition of buildings and grounds, plus schedule and provide continuing repair and maintenance work as prescribed below.

In order to qualify for this position an employee:

- Must have the ability to speak, read, write, and understand English. Be able to comply with both written and verbal instructions given in English.
- Must be able to follow the Injury and Illness Prevention Plan and have the ability to read all safety and warning labels and follow written and verbal instructions.
- Must have the specific ability to follow & give technical instructions.
- Must be able to on a daily basis, lift up to 50 pounds, have manual dexterity with both hands and arms, climb stairs, and ladders. On a daily basis it may be necessary to move heavy objects, such as, furniture and major appliances.

The Employee will be expected to:

- Become knowledgeable in all safety precautions to be taken when working at various jobs. Any violation of Company Safety Policies may be cause for immediate termination.
- Work on a continuous basis and be prompt.
- Adhere to the work schedule as approved by supervisor and according to the needs of the property.

- Attend educational courses as directed by Human Resources or Supervisor and pass Agency-required or Employer tests.
- Supervise personnel; keep staff personal calls, social networking, cell phone usage limited to breaks and emergency needs.
- Present a professional appearance, dressing according to Employee Handbook, wearing the appropriate shoes and clothes as per Hyder's Injury and Illness Prevention Plan.

The Employee's responsibilities will include but are not limited to the following:

- Meet with site manager weekly to discuss the needs of the property and monthly to go over the budget.
- Assist in planning and implementation of Preventive Maintenance Plan and semi-annual inspections for the property.
- Prepare and post daily work schedule, coordinate activities of all workers, including self, to assure timely completion of work orders, repairs to the buildings, and exterior areas. Set an on-call schedule for weekend and after hour maintenance emergencies including assignment of the afterhours emergency phone and following the Crisis Management Plan when needed.
- Plan and perform all work in house at no additional labor cost to the project, this includes but is not limited to electrical, plumbing, heating, ventilating, air-conditioning, watering systems, mechanical equipment, exterior lighting and perform all interior and exterior janitorial work, maintaining public areas, such as, halls, common areas and laundry rooms. Maintain parking lots and other common areas to include sweeping, striping, patching, and policing, as well as playground equipment maintenance and repair. Interior apartment maintenance, painting and cleaning vacant apartments, repairing doors, locks, screens, windows, and cabinets. If applicable maintaining plantings and irrigation system including all mowing, trimming, edging, pruning, cultivating, aerating, fertilizing, and watering.
- Respond to written requests from tenants reporting a need for repairs (work orders). Take prompt corrective action on deficiencies, completing emergency requests right away and non-emergency requests in 24 to 72 hours.
- Safeguard, account for and maintain tools, equipment and inventory supplies, and all property owned by the project.
- Maintain OSHA/MSDS/Safety Center/Safety Meetings

- Obtain labor and material costs and completion estimates for major repairs, renovations, or replacement of equipment. Be responsible for the completion of any such work or purchases once approved by the supervisor. Make certain that no purchases of supplies, equipment or services are made by anyone without the prior approval of the project manager and supervisor along with PO#.
- Make certain on a daily basis that timecards of all maintenance employees are updated.
- The position requires a great deal of personal contact with other people. The Maintenance Director must maintain good working relations with vendors, other employees and establish good resident relations in a strictly professional manner.

In some instances, the employee will:

- Be required to be bilingual in English and Spanish.
- Be able to report in English to supervisory staff and authorities any emergency conditions that may exist from time to time. Then must have the flexibility to follow through on the handling of said emergencies in accordance with the Crisis Management Procedure.
- Be asked to assist in the maintenance of other properties or the training of new maintenance personnel.
- Perform such duties as may be requested from time to time by their Supervisor.

Housekeeper: This position provides clean, sanitary, comfortable, orderly, and satisfying surroundings for residents and employees. The housekeeper promotes sanitary conditions cleaning floors, walls, windows, furniture, kitchens, and appliances, bathrooms, and fixtures. The housekeeper will be required to lift, carry, walk, sit, push, pull and work a flexible schedule, must be able to move continuously during work hours and able to lift and/or carry 50 to 75 pounds.

Specific duties may include but are not limited to vacuuming floors and furnishings, mopping hard surface floors, cleaning, dusting and polishing furniture, cleaning walls and windows, cleaning and disinfecting kitchen and bathroom, emptying and sanitizing waste baskets. Clean all air vents. Damp mop all corridor floors, lobby, dining areas and others daily.

Operates various mechanized cleaning equipment, such as vacuums, polishers, buffers, etc... If required, strip beds and gather all laundry for delivery to laundry service; make beds and set towels.

Maintain vacuums, cleaning caddies and supplies used to perform job. Record supply inventory at home as directed by supervisor. Inform supervisor when cleaning or house supplies are low.

Dust, vacuum, and clean leasing office. Water plants in office and office building.

Report any needed repairs immediately to supervisor (such as leaky faucets or toilets, loose tile, broken windows, etc).

Perform errands and special projects as requested by supervisor.

Observe established policies and procedures.

Perform other job duties including but not limited to grounds maintenance or other property management functions as needed and requested by supervisor.

Contact with all levels of personnel within company, temporary help, owners, residents, vendors, and contractors.

Working Conditions: Full-time and to cover other employee vacations or time off. Requires some weekends, holidays, and occasional evenings.

Skills and Educational Requirements:

1. Ability to communicate effectively both verbally and in writing. Possess basic math skills.
2. Ability to perform a variety of tasks often on short notice.
3. Ability to handle a fast-paced, varied, and busy work environment.
4. Ability to work alone and to be self-motivated and organized.
5. Ability to lift 50 to 75 pounds
6. Possess positive teamwork attitude.

Company Standards:

1. All company and client information must be kept strictly confidential.
2. The highest standards of accuracy will be maintained in all data recorded and work performed.
3. Conformance to the rules and regulations of property management as set forth by California Residential Landlord/Tenant Statutes and Federal Fair Housing Laws.
4. All temporary help, owners, tenants, vendors and contractors and any other person contacted on the telephone or in person will be treated in a friendly, personable, and professional manner.
5. Neat and well-maintained attire, hair, and appearance to be maintained at all times. Uniform and dress code in accordance with personnel policies to be maintained at all times.

All Employees:

Employees will conform to all Agency requirements as well as the policies established by the Owner, which become part of the Agent's policies. All employees

will be paid by the Agent including state and federal payroll taxes and unemployment taxes, FICA taxes, and all other costs of employment including workers compensation insurance, employment practices liability insurance, employee medical insurance, overtime pay, bond and any other compensation or related costs. Agent will be reimbursed for all costs made to or on behalf of all employees including, but not limited to, the aforementioned list.

Agent will advise Owner of all employee or former employee claims for compensation that Agent believes are unwarranted. Owner will instruct Agent as to Owner's desire in the disposition of the claim (payment, negotiation, hearing, or litigation). Agent will proceed according to Owner's directive. Any compensation or award to any employee or former employee including all related costs, legal fees, and other fees, will be paid to Agent from the project operating account upon final disposition of the claim.

- c. The Site Manager will be directly accountable to the Managing Agent. All other on-site personnel will be directly accountable to the Site Manager.
- d. All employees (and contractors) will be oriented to comply with the program requirements. All managers are fully trained in the Agency rules and regulations. The Managing Agent is fully trained and knowledgeable in all aspects of assisted housing management and regulations. The Agent trains all management employees in the certification process and all management functions. The Agent sends staff personnel to training programs on HOME, RDS, HCD, CalHFA, Fair Housing, Section 504, and L.I.H.T.C., as appropriate.

3. **PLANS & PROCEDURES FOR MARKETING UNITS; ACHIEVING AND MAINTAINING FULL OCCUPANCY AND MEETING HUD FORM 935.2 AFFIRMATIVE FAIR HOUSING MARKETING PLAN" REQUIREMENTS.**

- a. Agent shall carry out the marketing activities including tenant screening interviews prescribed in this Management Plan or consistent with current practices used to market the property to potential tenants.
- b. The Agent is in charge of marketing the property. We will make certain that all groups, both minority and non-minority, handicapped persons, and those least likely to apply are given the opportunity to have the knowledge that our subsidized housing project exists and that they will not be discriminated against on any basis.
- c. The Site Manager will place new applicants on the waiting list after complying with the procedures established. The waiting list will conform to the requirements of the Agency. The "Fair Housing" poster, "Justice for All" poster, will be displayed on site.

A Project Information Package will be prepared. This will contain the following:

A description of the project location.

The size and number of dwelling units.

A summary of eligibility requirements.
Application Form.

- d. Should it be necessary, marketing will be done by local radio and newspaper advertising in both English and in non-English media where there is a concentration of non-English speaking residents.

Any advertising, electronic or printed, will identify the project with the international symbol of handicapped accessibility and contain the Fair Housing Logo or Equal Opportunity Slogan.

The project will be advertised as appropriate. Marketing material will be sent to the appropriate social services agencies listed on the AFHMP. Listed below is a sample local newspaper ad for your approval.

Now Accepting Applications

Hillview Court

studio units including units with
special design features for
individuals with a disability.
Inquire as to the availability of
subsidy. Call (669) 350-2120,
Mon-Fri, 9am - 5pm or TDD #1-
800-735-2929.




- e. To ensure effective communications with applicants, residents and members of the public that have sight or hearing impairments, each project will contact the California Relay Service at (800) 735-2929 when necessary. The Managing Agent will provide sign language interpreters for the hearing impaired if requested and if available within the community. Other reasonable accommodations will be available for visually impaired. Assistance will be given for completing the application when necessary.
- f. Reasonable accommodations must be requested in writing. Appropriate

modifications, if not already installed, and within reason, will be made if at all possible if it does not impose a financial or administrative overburden. Structural changes would require consultation with the Owner and architect; therefore, each case would be reviewed based on its own merit and the economic hardship to the property.

- g. The Agent will use the attached waiting list format.
- h. The attached Unit Inspection Report will be used for all move-in's and move-outs. Prior to occupancy, each approved applicant will inspect his/her assigned unit with the manager who will be required to fill out and sign the Unit Inspection Report. This is a certification on the part of the applicant that the premises is in good and clean condition prior to their occupancy. Each tenant will receive a copy of the Unit Inspection Report and another copy will be kept in the tenant's file at the project office.
- i. Applicants are initially notified in writing as to their status detailing selection, rejection, or waiting list placement. Once selected, and at the time each applicant executes their lease, they will be given a thorough orientation with regard to the terms and conditions of the lease, rules and regulations, all addendums, and also will receive instructions on how to operate various appliances found in each unit during their walk-through inspection of the premises.
- j. It is the primary responsibility of the Site Manager and Regional Supervisor to select tenants using the policies and guidelines established by the Agent and the Owner and approved by the Agency as required. However, if there is a question regarding which applicant should be selected, they will request assistance from the Managing Agent. All applicants are notified in writing as to their status on the waiting list.
- k. All tenants are selected in accordance with this Management Plan and Agreement and the attached Resident Selection Procedure.

4. **PROCEDURES FOR DETERMINING TENANT ELIGIBILITY AND FOR CERTIFYING AND RECERTIFYING INCOMES.**

- a. All interested persons may obtain and submit an application for housing. All personnel in the project office are required to be knowledgeable and have on hand a copy of the agency's management handbook which encompasses the occupancy and continuing occupancy requirements of the Agency. Completed applications are processed in chronological order of the date the fully completed application was received based on eligibility within each income group. Additionally, applications will be logged by date and time when received and placed on the waiting list or processed for a vacancy. The attached Resident Selection Procedure details the process. No application fees are anticipated.
- b. The Site Manager will be thoroughly trained by the Managing Agent and/or Agency in program requirements and State Law including but not limited to, the following:

interviews, tenant selection, certification and recertification requirements and leases. Each month the project will be audited by the Managing Agent for compliance to make certain that all requirements are closely adhered to regarding tenant qualifications and certifications. In addition, Site Managers will attend Agency-sponsored training courses.

5. **LEASING & OCCUPANCY POLICIES:**

Agent shall offer for rent and shall rent the units in the Project. Units shall be made available in accordance with a rent schedule approved in writing by Owner and the leasing guidelines and form of lease referred to herein below. The following provisions shall apply:

- a. Agent shall show dwelling units for rent in the Project to all prospective Tenants.
- b. Agent shall take and process applications for rentals, including prospective Tenant interviews and credit checks. If an application is rejected, the applicant shall be advised of the reason for rejection in accordance with applicable laws.
- c. Agent shall, subject to prior written approval by Owner of any deviation from Owner's approved rent schedule, Lease form, and leasing guidelines, execute all Leases in the Hillview Court's.
- d. Agent shall collect, deposit, and disburse security deposits, if required, in accordance with the terms of each Lease and applicable Law.

The agent shall be responsible for safe keeping of these Tenants' security deposits which shall be held by Agent in an account at the Bank separate from all other accounts and funds (the "Security Deposit Account") and in accordance with applicable Law.

- e. Agent shall maintain a current list of acceptable prospective Tenants and undertake all arrangements necessary and incidental to the acceptance of rental applications and the execution of Leases. Agent shall exercise its best efforts (including, but not limited to placement of advertising, interview of prospective Tenants, assistance in completion of rental applications and execution of Leases, processing of documents and credit, criminal, background and employment verifications, and explanation of the program and operations of Owner), to affect the leasing of dwelling units, and renewal of Leases in the Project.
- f. Agent shall perform such other acts and deeds requested by Owner as are reasonable, necessary, and proper in the discharge of Agent's rental duties under this Management Plan.
- g. Agent shall prorate the first month's rent collected from a Tenant should the Lease term commence on any other day than the first day of the month.
- h. Agent shall participate in the inspection of the dwelling unit (at least yearly)

identified in the Lease together with the Tenant prior to move-in and upon move-out and shall record in writing any previous damage to the unit and any damage occurring during the Tenant's occupancy.

- i. A description of occupancy standards for the project is described in the Resident Selection Procedure. Refer to attached selection criteria.
- j. Prospective tenants will complete an application. This is designed to give the Site Manager basic data about the tenant with which the Site Manager can determine whether there are factors of income, family size, or others which would effectively eliminate the applicant from further consideration. A credit report and criminal background check will be obtained for each applicant after it is determined that the tenant qualifies with regard to the Agency regulations.

Income verification authorization forms will be signed by the prospective tenant. It will be explained at that time that their credit, criminal background will be thoroughly investigated. The Site Manager will request that the prospective tenant give information in advance of any unusual situation that the manager is likely to encounter in investigating the tenant. In this way prospective tenants have an opportunity to explain in advance, any unresolved credit problems, criminal records, unfavorable reports from former landlords, employment problems and other factors, which might otherwise disqualify them. As confirmation from the application is completed, the tenant's file is assembled. The Site Manager will evaluate each tenant in light of the information in his or her file as well as the program requirements and objectives established for the project by the Owner. The Site Manager and Agent will determine which tenants are to be accepted based on program requirements, Owner's objectives and criteria identified in the Resident Selection Procedures.

Having determined to accept a prospective tenant, the Site Manager will then assign that tenant to an apartment matching as closely as possible the tenant's desired accommodations. At this time, the tenant certification will be completed in its final form, approved by upper management, and then executed by the tenant. The policies for the apartment project are then reviewed with the tenant in detail, including their rights and responsibilities.

The tenant is then advised of the unit in which he/she has been placed, and the Site Manager goes with the tenant to the specific unit selected and they complete the unit inspection report.

All the supporting documentation and data are placed in that particular tenant's file.

- k. The Site Manager is knowledgeable in all areas regarding Agency rules and regulations and personally trained in the certification process and in all management functions. In addition, Site Managers are aware of State Law and Agency regulations.

6. **AFFORDABLE HOUSING REQUIREMENTS:**

Subject to the Budget, Agent acknowledges that Owner is required to use its best commercial efforts to lease all available residential units in the project (excluding one manager's unit), at the rent and income level designated by the Owner.

Agent is familiar with affordable housing requirements as they relate to Agent's leasing and management duties hereunder and shall put its best efforts to comply with such requirements and to the extent Agent is unable to do so, Agent shall promptly notify Owner of such fact and the reasons, therefore. Incident thereto, the following provisions shall apply:

- a. Agent shall require each prospective tenant to certify, on the Lease application or Lease, the amount of such tenant's annual household income, household size, and any other information required to enable Owner to maintain the affordability or otherwise reasonably requested by Owner. Manager shall require Tenants to certify in writing as to such matters on an annual basis, prior to such time as the information is required for reporting purposes.
- b. Owner shall from time to time furnish Agent with a written schedule of maximum rents for the apartments, which complies with the Requirements. Without Owner's express prior written consent, Agent shall not enter into any lease on behalf of Owner at a rental amount exceeding the applicable maximum.
- c. Agent shall maintain and preserve all written records of Tenant family income and size, and any other information necessary to comply with the Requirements or otherwise reasonably requested by Owner throughout the term of the Management Contract, and shall turn all such records over to Owner upon the termination or expiration of the Management Contract.
- d. If requested by Owner, Agent shall prepare customary reports of low-income leasing and occupancy and other matters related to Manager's obligations.

7. **RENT OCCUPANCY CHARGE AND OCCUPANCY SURCHARGE COLLECTION POLICIES AND PROCEDURES.**

- a. Agent shall use its best commercial efforts to collect when due, directly or through an on-site manager, all rents, charges, and other amounts receivable on Owner's account in connection with the management and operation of the Project. Such receipts shall be held in the Operating Account, separate from all other accounts and funds.
- b. Rent payments are due on the first day of each month and are delinquent after the first of each month. Any tenant who has not paid their rent by the end of 5 days will be assessed a late charge. Three-day notices are delivered on the 6th day of each month to tenants who have not paid by the 5th day of each month. All rent payments are to be made to the Site Manager at the office during normal office hours, which are posted in the office. If this is impossible, the tenant may pay their rent by the U.S.

Mail. Any tenant who has not paid their rent before the end of the tenth day of the month will receive a late charge assessment. Said late charge will be levied against the tenant, however, eviction proceedings will not be instituted against the tenant for nonpayment of late charges.

The Site Manager is responsible for the collection of all rents and the issuance of all rent receipts. As stated above, rents will be paid at the office on the complex or by U.S. Mail. Cash payment is unacceptable for security reasons. All payments are made by check, cashier's check, or money order.

Rent payments, as they are received, are entered electronically into the accounting system through the onsite computer terminal. If necessary, rent payments are entered into the accounting system by way of a rent receipt which carbons through to the tenant's ledger card which in turn carbons through to the cash receipts journal. The rent receipt that the tenant receives is stamped with the name of the project or printed on the computerized receipt, the amount of money receipted for, and is signed by the authorized person receiving the funds. We encourage all tenants to keep their receipts for their own protection. All funds received are deposited in a separate account depending on the nature of the deposit. The project maintains an operating account as well as a separate security deposit account.

- c. Upon termination of the lease, the deposit is to be refunded to the tenant within 21 days, except as may be used by the Owner toward reimbursement of the cost of repairing any damage to the property (normal wear and tear excepted) caused by the tenant, his family, or guests and any rent or other charges owed as per state law. The Owner shall provide the tenant with an itemized statement of any security deposit retention.

8. **PROCEDURES FOR REQUESTING AND IMPLEMENTING A RENT OR OCCUPANCY CHARGE.**

- a. Rent increases shall be anticipated and implemented as the needs of the Project dictate, in conjunction with the preparation of the Annual Operating Budget. The Project's senior management representative, in consultation with the Regional Supervisor and Site Manager, shall prepare the Annual Operating Budget for approval by the Owner. Rent increases shall be implemented in conformance with the requirements of any Agency regulations. Rent increase requests normally will be processed 60-90 days prior to the end of the borrower's fiscal year. It is anticipated that a rent increase would not be necessary more than once a year. Once it has been determined by an Owner that a rental increase is necessary, the Managing Agent will adhere to the Agency's instructions and conform to the requirements. The Managing Agent will develop the information necessary so that a request can be made to the Agency that gives:
 - 1. Facts demonstrating the need and justification for a rent increase.

2. A new operating budget for borrower's fiscal year showing:

- a) current approved budget
- b) actual income and expenses to date
- c) proposed new budget with new rents

Current tenant certifications must be on file. The Agent will provide utility allowance survey data each time they are revised.

Tenants will be notified of a rent/utility allowance increase with the use of Agency's rent increase exhibit at the time the proposed rent increase is being forwarded to the Agency. This form will be posted in a conspicuous place and will, in addition, be delivered to all effected tenants. Tenants will be advised that during the waiting period in which the notice will be posted, they have the opportunity to inspect, copy, and make written comments and objections to all materials justifying the proposed rental increase. Additionally, in accordance with California State Law, tenants will be advised in writing in advance of any rental increase.

- b. The Managing Agent will be responsible for all processing of rental increases and/or changes.
- c. If expenses increase during the budget year, a rent increase may be requested at that time. Normal rent increases will be submitted 90 days prior to implementation. Prior to requesting a rent increase, the Managing Agent will carefully review the existing comparable rents and potential effect on existing residents and applicants.

9. **PLANS FOR CARRYING OUT AN EFFECTIVE MAINTENANCE AND REPAIR PROGRAM.**

Agent shall cause the Project to be maintained in a decent, safe, and sanitary condition and in a rental and tenantable state of repair, all in accordance with local codes, and Agent shall maintain the Project at all times in a condition acceptable to Owner. The Owner will be notified if there is a budget deficit to fund for the ongoing building maintenance. Incident thereto, the following provisions shall apply:

- a. Special attention shall be given to preventive maintenance, and to the greatest extent feasible, the services of regular maintenance personnel shall be used.
- b. Agent shall contract with contractors and vendors for the maintenance and repair of major mechanical systems, and for the performance of extraordinary repairs beyond the capability of regular maintenance personnel. Owner must approve all contracted repair work not approved in the budget and in excess of \$5,000 before executing contracts.
- c. Agent shall systematically and promptly receive and investigate all service requests from Tenants, take such action thereon as may be justified, and keep records of the same. Emergency requests shall be received and serviced on a 24-hour basis.

Complaints of a serious nature shall be reported to Owner after investigation. Owner shall have the right to receive copies of all service requests and the reports of action taken thereon.

- d. Agent shall use its best commercial efforts to take such action as may be necessary to comply with any and all orders or requirement of federal, state, county, or municipal authorities having jurisdiction over the Project and orders of any board of fire underwriters, insurance companies, and other similar bodies.
- e. With Owner's permission, Agent is authorized to purchase all materials, equipment, tools, appliances, supplies, and services necessary for property maintenance or repair of the Project. All existing and new accounts used to purchase materials, supplies and services shall be in the name of the Property.
- f. Notwithstanding any of the foregoing provisions, the prior approval of Owner shall be required for expenditures exceeding \$5,000 over the operating budget except for emergency repairs involving manifest danger to persons or property or required to avoid imminent suspension of any necessary service to the Project. In the event of emergency repairs, Agent shall notify Owner of the fact promptly, and in no event later than 72 hours from the occurrence of the event.
- g. Preventative maintenance will be an important part of the maintenance program. All appliances, water heaters, AC/heaters, weatherstripping, windows, fans, and smoke detectors are inspected on a regular basis. Each unit is inspected at least once a year to ascertain the condition of all items. This is a part of the normal preventative maintenance program. In addition, all appliances and mechanical equipment will be inspected prior to initial occupancy and prior to each tenant occupying the unit thereafter.
- h. Copies of the "as-built" plans will be provided by the Owner and maintained on site. In the case of any future work, it will be the responsibility of the contractor or subcontractor to provide the Owners and Agent with "as-built" updated plans and specifications upon the completion of their work. The manager will notify the Owner of all construction defects as soon as possible.
- i. General Maintenance Procedures:
 - 1) All appliances and mechanical equipment are inspected on a regular basis. Each unit is inspected at least once a year to ascertain the condition of all of the appliances. This is a part of the normal preventive maintenance program. In addition, all appliances and mechanical equipment will be inspected prior to initial occupancy and prior to each new tenant occupying the unit thereafter.

Should a warranty item or plumbing/electrical problem be involved, a local professional or the building contractor will be contacted. Any

regularly scheduled major improvements, such as repaving, will be coordinated with the Managing Agent and Owner for approval prior to commencement of work.

- 2) City, State, and Federal regulations will be complied with as to the installation and maintenance of smoke detectors and fire extinguishers. Smoke detectors are checked at least twice a year during maintenance inspections. The Regional Supervisor also inspects smoke detectors of vacant units during their monthly inspection. Fire extinguishers are spot checked during monthly inspection visits to ensure service dates are current and have not lapsed. Outside lighting will be provided as required for proper security on the project. Outside lighting is checked on a regular basis to ensure proper light coverage and bulbs are operational.
- 3) When a tenant gives notice to vacate the unit and immediately after a move-out, the Site Manager is required to inspect each unit including the appliances of that unit to ascertain whether or not there has been any damage or any maintenance is required. Any necessary work is entered to a work order, which then is performed by the maintenance staff. All work must be completed prior to re-renting the unit.
- 4) Each unit is inspected at least once a year to determine the need for any maintenance work. If the unit is in need of repainting, it is then put on the paint schedule and completed by our staff or an outside vendor. Repainting of a unit will include doors and trim. Window coverings are inspected each time a unit is vacated. If the window coverings are worn, they are replaced at that time. For long-term tenants, the window coverings are inspected at the time of the semi-annual inspection. After five years, the unit would become eligible for new window coverings. The exterior of the project is monitored regularly to determine the need for repainting. The repainting of exterior trim, fences, and doors will begin as needed.
- 5) All major repairs that are beyond the capabilities of our own maintenance staff will be handled on a bid basis notwithstanding emergencies. We will solicit bids from at least three qualified subcontractors on all major repairs and replacements, if possible, to be assured the best possible quality and price. In case of emergency, the Site Manager will use good judgement on how to best handle the situation. In any emergency situation, the Site Manager will contact the Managing Agent as soon as possible with a full report.

The grounds upkeep and maintenance will be carried out by a landscape subcontractor in most cases. When it is more cost effective, the on-site staff will perform the grounds upkeep and maintenance. In

most instances, outside contract labor or contractors may be used for exterior painting, parking lot sweeping, major landscape renovation, exterminating, and plumbing.

- 6) The on-site staff will also be responsible for the cleanliness of the common areas of the complex. The first item on the agenda on the daily maintenance schedule will be policing the grounds and common areas. This will be accomplished by staff members. The on-site staff will also be responsible for maintaining indoor common areas such as the laundries and recreation room.
 - j. The tenants will be instructed to make reports to the office for any maintenance or repairs needed. When a tenant comes to the office or telephones with a problem, a work order is filled out by the office staff and entered into the maintenance schedule. Upon completion of the work, the tenant is notified that the work is completed, given a copy of the completed work order and a copy is entered into the permanent maintenance log. An additional copy of the completed work order is also placed in the tenant's file. Except when required parts are not readily available, work orders should be completed within 72 hours and emergencies within 24 hours.
 - k. All equipment and supplies are purchased only after shopping for the best price. A minimum of three bids will be required, if possible, for any major equipment purchase. Neither the Owner nor the Agent have any identity of interest with any supplier of products or services on the project.
- Our projects have a purchase order system. Goods and services are entered into the system prior to being ordered by the Site Manager, depending on the amount of the order it will go through several authorization levels from Supervisor to Director of Operations. After approval the Site Manager will order the product. Invoices are verified by the Site Manager to ensure goods were received and services were performed and acceptable. Site Manager then turns the order into an invoice, uploading the invoice into the PO System where it will go to the Regional Supervisor for approval and on to our accounting department for payment.
- l. Reserve for replacement requests is made with appropriate supporting documentation, bids, and justifications, for approval by Managing Agent and Owner where necessary.

10. **PLANS AND PROCEDURES FOR PROVIDING SUPPLEMENTAL SERVICES**

- a. Laundry and vending machines are provided from vendors when not owned by the property. All vending services and equipment are owned by the vendor. Any cash collected is paid in the form of checks to the appropriate projects and are deposited into the general operating account of the project.
- b. All equipment will be owned by vendor, if not owned by the property.

- c. Vendor forwards a monthly check to be deposited into the operating account of the project. No cash is accepted.
- d. Vendor will be responsible for all maintenance, servicing, and stocking any machines.
- e. Laundry contracts are normally initiated for a five-year term and renewed every five (5) years at which time the terms and conditions are renegotiated. A new contract is written and signed by both parties. This is a Managing Agent standard contract. Vending machine contracts are negotiated in the same fashion as laundry contracts.

11. **PLANS FOR ACCOUNTING, RECORD KEEPING AND MEETING REPORTING REQUIREMENTS.**

- a. All project records will be developed by the Agent and maintained in accordance with Agency regulations and policies governing fiscal operations, accounting, and financial reports for multifamily housing projects, and will comply with generally accepted accounting procedures. Required reports will be prepared and submitted from the Managing Agent to the Owner using a modified cash reporting system.

The Agent will be responsible for the preparation and submission of the monthly financial statements. The Owner will contract for the annual audit. The Agent will cooperate with and make all records available to the CPA for the preparation of the audit. The accounting records will be set up and maintained by the Agent in the Agent's office. The records will be kept on a modified cash basis and will comply with generally accepted accounting practices.

- b. Project funds will not be co-mingled.
- c. The project chart of accounts and bank accounts are either directly or indirectly (through our mapping strategy) compatible with multiple family housing project budgets.
- d. The accounting department will be responsible for the preparation and submission of the quarterly and annual reports to the lender, if necessary.
- e. An independent CPA not associated with the project will provide the annual audit or review.
- f. Individual folders will be kept on the project site for all tenants and will contain completed applications, verification of income and certification, lease agreement, credit and criminal reports, security deposit data, rent receipts, work orders, and correspondence. All folders for tenants who have vacated an apartment will be kept a minimum of three (3) years and/or a maximum of seven (7) years.

- g. Tenant records and copies of initial tenant certifications will be retained at the Site Manager's office and will be available during normal business hours for review. Accounting records will be maintained at the Agent's office and will be available during normal working hours for review. All records are maintained for a minimum of seven years.

12. **PROPERTY ACCOUNTS**

Disbursements from the Operating Account shall be governed by the following:

- a. From the funds collected and held by Agent in the Operating Account and subject to Owner's approved operating budget, Agent shall make the following disbursements promptly when payable, in the following order of priority: (i) salaries and other compensation due and payable to the employees together with related payroll taxes; (ii) real estate taxes and assessments, and fire and other hazard insurance premiums, (including any required monthly escrow payments therefore), utilities, interest on the mortgages, amortization of the principal of the mortgages, fees, and establishment and maintenance of all required reserve funds; and (iii) other payments due and payable by Owner as operating expenses incurred pursuant to Owner's approved operating budget and in accordance with the Management Contract, including Agent's compensation.
- b. In the event that the balance in the Operating Account is at any time insufficient to pay disbursements due and payable, Agent shall promptly inform Owner of the fact and Owner may then remit to Agent sufficient funds to cover the deficiency. In no event shall Agent be required to use its own funds to pay such disbursements.
- c. Owner shall maintain and fund separate accounts for operating reserves and replacement reserves. Agent shall maintain a separate account for security deposits. All accounts shall be maintained separately from all other funds unless instructed differently by Owner.

13. **OPERATING BUDGETS**

The Budget shall be mutually agreed to by Owner and Agent. Agent shall control expenses in accordance with the agreed upon Budget. Both the Agent and the Owner will promptly notify the other if either account for, is informed of, or anticipates an increase for any particular item included on the operating budget or any project expense that will impact the total projected operating expense for the Project. The Budget shall include a schedule of recommended rents to be charged for each dwelling unit, including recommended rent increases with respect to Lease renewals and new Leases. In preparing each proposed Budget, Agent and Owner shall each use their best efforts to take account of anticipated increases in real estate taxes, utility charges, and other operating costs including all anticipated office and administrative expenses of the Agent that may be considered Project expenses. If there is any monthly deficiency to pay expenses from income received, Agent shall bill Owner for such deficiency and Owner shall use its best efforts to pay Agent such

deficient amount within fourteen (14) days, but no later than thirty (30) days.

14. **RECORDS AND REPORTS**

In addition to any requirements or other provisions of the Management Contract, in accordance with amounts provided in the Budget, Agent shall have the following responsibilities with respect to records and reports:

- a. Agent shall establish and maintain a system of records, books, and accounts, including computerized systems, in a manner satisfactory to Owner. All records, books, and accounts shall be subject to examination at reasonable hours by any authorized representative of Owner.
- b. Agent shall prepare a monthly report containing and including at least the following for the month just completed: (i) a statement of income and expenses and accounts; (ii) a rent roll; (iii) balance sheet; Agent shall submit each such report to Owner on or before the twenty-fifth (25th) day of each month.
- c. Agent shall prepare, execute, and file all forms, reports, and returns required by law in connection with the employment of personnel, unemployment insurance, worker's compensation insurance, disability benefits, Social Security, and other similar insurance.
- d. Agent shall establish tenant files containing copies of leases, certification forms, notices, and other documentation required by any lender or the affordability program, if and to the extent applicable.
- e. Agent shall file on behalf of Owner, the customary property management compliance reports. Agent shall cooperate fully with all necessary activities of the auditor and paid tax preparer. Agent shall also file compliance reports required by the first mortgage lender and the limited partner.
- f. Agent shall promptly furnish such additional information (including monthly occupancy reports) as may be requested from time to time by Owner with respect to the renting and financial, physical, or operational condition of the Project. If Agent is requested to provide any additional reporting other than those outlined specifically in paragraph 14, Sections (b), additional charges will apply.

15. **UTILITIES, SERVICES AND ENERGY CONSERVATION MEASURES.**

- a. In accordance with the Budget, Agent shall make arrangements and continue to pay for water, electricity, gas, cable, sewage, and trash disposal, vermin extermination, decorating, laundry facilities, telephone service and other services in connection with the Project.

- b. Each tenant will be in direct control over their consumption of gas and electricity. The manager will carry out orientation programs to educate the tenants in regard to the conservation procedures. Each tenant will be advised how to best maintain their equipment to the best of their ability and to call the office for assistance for those who are unable to maintain the equipment. Items such as filter changes, thermostat settings, and water temperature control will be an integral part of the program. The manager will develop orientation programs that will include energy conservation measures that consider not only the items listed here, but also optimum times of cooking and not cooking, as well as doing laundry and other household chores. This information will be included at the tenant move-in orientation.
- c. Management will be involved in conservation at all levels. Particular attention will be paid to conservation of energy in all common areas of the project.
- d. Management will be involved in all energy conservation programs on the complex. All-night lighting systems will be on photoelectric cells to go on at dark and off at daybreak; and all watering systems will be set to not over water to the extent that water consumption is escalated, and water runs down the street. Upon a tenant moving out, prior to re-renting the unit, all hot water tanks will be reset to a maximum of 120 degrees. The management will provide filters as necessary to keep the HVAC clean and efficient as well as make service calls on all HVAC that are not operating properly. At the time of the maintenance visit, the maintenance staff is instructed to educate the tenants with regard to conservation of utilities. Additionally, with each visit to a unit the maintenance staff is instructed to inspect the hot water tank for malfunctions. The manager will make available free pamphlets distributed through the utility companies with household hints on conservation when available.

16. **PLANS FOR TENANT PARTICIPATION IN HOUSING AND TENANT'S RELATIONSHIP WITH MANAGEMENT.**

- a. Every effort will be made to encourage residents to initiate, conduct and participate in neighborhood watch programs, resident councils and/or resident social activities. Managers are, likewise, encouraged and prompted to facilitate such activities.
- b. The Tenant Grievance and Appeals Procedure is posted in the Site Manager's office. The tenant/member will submit all grievances to the manager who will be responsible for initial review of the complaint, discussion with their Regional Supervisor and coordination and delivery of the response.

17. **PLANS FOR CARRYING OUT MANAGEMENT TRAINING PROGRAMS.**

- a. We maintain our own training program. Regional Supervisors will thoroughly train new hires in the areas of, Manager's Handbook and company policies and procedures. All new managers are required to attend and pass Agent-sponsored training courses.
- b. When a new manager is hired at any complex, the manager trainee is put through our training program which includes all aspects of the particular program under which he or she will be working as well as our management and safety programs. In addition, we conduct periodic safety programs. Agency approved training programs are utilized for training managers in regulations, certification, and continuing education programs.

18. **TERMINATION OF LEASE OR OCCUPANCY AGREEMENTS AND EVICTIONS.**

- a. Agent shall use its best commercial efforts to secure full compliance by each Tenant with the terms of such Tenant's Lease. Voluntary compliance shall be emphasized, and Agent shall make referrals to community agencies and provide a list of local help agencies in cases of financial hardship or other circumstances deemed appropriate by Agent, all to the end that involuntary termination of tenancies shall be avoided to the maximum extent, consistent, with sound management of the Project. Agent may, if required by Owner, lawfully terminate any tenancy when sufficient cause for such termination occurs under the terms of the Tenant's Lease, including, but not limited to, nonpayment of rent. For this purpose, Agent is authorized to consult with legal counsel and bring actions for eviction and execute notices to vacate and judicial pleadings incident to such actions: provided, however, that Agent shall keep Owner informed of such actions and shall follow such instructions as Owner may prescribe for fees and other necessary costs incurred in connection with such actions, as determined by Owner, shall be paid out of the Operating Account. Agent shall properly assess and collect from each Tenant or the security deposit the cost of repairing any damages to the dwelling unit arising during the Tenant's occupancy.
- b. The lease agreement clearly outlines all provisions and procedures for the Managing Agent to evict a tenant. Within the Managing Agent's organization, the Regional Supervisors are responsible for determining and overseeing evictions.
- c. Agent may take action to terminate or evict any tenants where in Agent's judgment, sufficient cause for such termination or eviction exists under the terms of the Residential Lease. Agent is authorized to retain legal counsel to bring action necessary to carry out the decision to terminate or evict with prior authorization of Owner's legal department. Agent shall keep Owner informed of the progress of such actions if requested.
- d. The Regional Supervisor and Site Manager are knowledgeable in all legal

requirements regarding notification of State laws in evictions. Additionally, all personnel are trained in State and Local laws regarding tenant evictions and lease terminations. Included in this training are requirements regarding notification that must be given to a tenant when termination of the lease or eviction is proposed. When violations occur, violation notices are served prior to an actual eviction notice.

19. **INSURANCE**

- a. The Managing Agent is knowledgeable and is responsible for furnishing fidelity bond coverage as a Project expense. All employees will be covered by the Agent's fidelity bond in the amount of \$750,000 per instance.
- b. Agent shall investigate and immediately furnish the Owner with full reports of all accidents occurring on or about the premises of the Project or in connection with the operation of the Project, or any claims or potential claims for damage arising out of such accidents on forms provided by Owner. Agent shall cooperate with the Owner and insurers in the investigations and settlement thereof. The liability policy will name Agent as an additional insured. Owner will provide Agent with the current Project's insurance certifications listing Agent as additional insured on an on-going basis.

20. **TERMS OF AGREEMENT**

A copy of the proposed Management Plan is attached as a subpart of the Management Contract.

21. **MANAGEMENT COMPENSATION**

The Management Agreement sets forth the responsibilities as well as the compensation and how the compensation is to be paid to the Managing Agent. All management fees will be paid monthly.

22. **ON-SITE MANAGEMENT.**

- a. The Site Manager will perform on-site management duties.
- b. The Site Manager and staff job descriptions begin in Section 2.
- c. The Site Manager or a maintenance person must live on site in a rent-free apartment.
- d. Office hours will be established to meet the needs of the tenants within the limits set by the approved budget. Current hours will be posted on the office door.

23. **VALIDITY OF THE MANAGEMENT PLAN**

I hereby certify this plan and agreement addresses all aspects of project management.

Signature _____
Managing Agent

Title Vice President

Date _____

Signature _____
Owner

Title CFO

Date _____

Management Plan Attachments

1. Resident Selection Procedure
2. Waiting List & Instructions
3. Waiting List Contact Letter
4. Security Plan
5. Lease Agreement
6. Rules and Regulations
7. Addendum, Drug & Crime-Free Housing
8. Resident Notification Letter & Low-Income Lease Rider Forms
9. Mold & Mildew Addendum
10. Satellite Dish Installation
11. Tax Credit Addendum
12. Lease Addendum, Public Access
13. Bedbug Addendum
14. Lease Addendum, Violence Against Women Act of 2005
15. Race and Ethnic Reporting Data Reporting Form
16. Tenant Contact Log
17. Annual Recertification Initial Notice
18. Unit Inspection Report
19. Moisture Inspection Report

1. General. The Service Provider(s) are County staff or community-based organizations who have experience with chronically homeless individuals and families, including those who are high users of safety-net services such as emergency and acute health services. The Service Provider integrates case management, clinical services, educational and vocational services and housing services to help chronically homeless individuals obtain and retain permanent housing. The Service Provider is responsible for helping individuals:
 - a. Enroll, engage and remain engaged in services;
 - b. Obtain permanent housing as quickly as possible, with the goal of moving into housing within 60 days of enrollment in case management;
 - c. Remain housed for at least 12 months or leave the program for other stable and affordable housing situations;
 - d. Improve their health and wellness, an indication of which can be a reduction in the unnecessary utilization of emergency and acute health services;
 - e. Improve their self-sufficiency by obtaining and retaining sufficient resources to meet their basic needs;
 - f. Obtain and retain stable income that is greater than or equal to \$850;
 - g. Receive appropriate medical and behavioral health services; and,
 - h. Meet the goals that they set for themselves with respect to self-sufficiency, employment, and quality of life.
2. Key Service Principles
 - a. Housing First: Housing is the foundation upon which homeless persons can end their homelessness, address their health conditions and improve their stability and self-sufficiency, the Service Provider makes every effort to place individuals in housing as quickly as possible with the least number of pre-conditions. Once housed, even the “hardest to serve” can succeed with proper support. Participation in services are not required. However, participation in services are encouraged, and the Service Provider is required to continually implement engagement strategies. The only behaviors that might trigger an involuntary exit from the program are those associated with serious or repeated lease violations, unit abandonment, or long-term incarceration/institutionalization.
 - b. Community-based service delivery: The team provides clinical services in the settings where the participant is most comfortable.
 - c. Consumer choice: Each participant can define his/her own recovery goals.
 - d. Recovery: Everyone is capable of recovery but it will look different for each person. With stable housing and appropriate services, individuals will become healthier, more stable, happier and more self-sufficient.
 - e. Harm reduction: The Service Provider focuses on reducing the negative consequences of drug use, not enforcing sobriety.
 - f. Success: The Service Provider continually reinforces the possibility of success for each participant, conveying that faith and hope directly to them, so that they eventually believe in themselves.
 - g. The Service Provider maintains a “whatever it takes” approach to meeting the clients’ needs and ensures that the changing needs of the clients are met.

3. Service Components. The Service Provider is responsible for:

a. Outreach, Enrollment, Assessment and Planning

- i. Locating each potential Supportive Housing Resident, establishing trust and rapport and enrolling the individual (or family) in the Service Provider's program.
- ii. Conducting assessments to identify psychosocial, life skills and functional needs, eligibility for entitlement programs (e.g., General Assistance, IHSS, etc.) and self-sufficiency needs;
- iii. Maintaining appropriate levels of engagement and sustaining clients' belief in recovery; and;
- iv. Developing client-centered service plans to obtain and retain housing, improve health conditions, improve daily living activities, increase meaningful daily activities and to achieve long-term stability.

b. Housing Attainment and Retention

- i. Assist clients to obtain and maintain permanent housing by assisting with rental application processes (and re-certifications), appeals, and making referrals to services that would facilitate tenancy (e.g., financial education programs for those who have been accepted on a credit appeal);
- ii. Helping the client understand lease provisions and property requirements;
- iii. Assisting clients with their move-ins including coordinating furniture and household goods;
- iv. Providing clients with the skills/knowledge to be successful tenants;
- v. Helping to resolve disputes between the participant, property management and/or other residents;
- vi. Helping individuals respond to effectively and appropriately to lease violations;
- vii. Responding to crises identified by the client, the property management, or other persons (as appropriate) within one business day;
- viii. Helping clients relocate to other permanent housing when it is in the best interest of the client; and,
- ix. Performing wellness checks when needed.
- x. Attend meetings as required by this project. Ensure that the Supportive Housing Residents' case managers participate in these meetings as appropriate.

c. Treatment and Services. All services are voluntary, connected to a treatment or services plan, responsive to the participant's needs/diagnosis, and geared toward helping them manage symptoms. The Service Provider:

- i. Provides or helps clients access primary care, specialty care, dental care and behavioral health services, including substance abuse counseling, Individual and family counseling, crisis intervention/support and medication management/education;
- ii. Coordinates health services or supports health care providers in their efforts to coordinate health services;
- iii. Assists clients in applying for assistance programs including, but not limited to, Medi-Cal and MediCare, Supplemental Security Income, General Assistance and utilities discounts;

- iv. Helps clients access employment services, job training, and/or volunteering opportunities;
 - v. Identifies, encourages and helps clients connect to social networks, peer support and leisure activities; and,
 - vi. Assists clients with other basic needs such as transportation, food/nutrition, life skills and basic hygiene.
4. Staffing and Service Model. Individuals' complex needs will require interdisciplinary teams to work in a coordinated manner. These teams may be part of one or a few organizations operating under the principles of service models such as Assertive Community Treatment (ACT). The size and composition of the team may vary depending on target population, case load size and organizational strengths.

Regardless of team composition, each client will be assigned a case manager (aka, Intensive Case Manager, Personal Service Coordinator, Service Coordinator, etc.). The case manager is responsible for completing a full assessment, preparing a Treatment Plan, establishing and maintaining a therapeutic relationship with each participant on their caseload, and for coordinating treatment, services, supportive therapy, and crisis management. The case manager is the primary point of contact for property managers and resident services staff. Case managers will be mobile and will deliver most services at or near a client's home. When warranted by case load size, appropriate facilities and client need, case managers will have offices (or office hours) on site.

Staffing ratios and the frequency of services (e.g., case management sessions and home visits) will adapt based on client needs and progress toward goals. The concept is to have extremely low client to staff ratios during the initial engagement and move-in phase. For example, a case manager may work with five or fewer unhoused chronically homeless persons for three to six months before taking on additional clients. During the initial housing phase - the first 12 to 24 months of housing - case managers would have caseloads of 20 or less clients. During these two phases, case managers and service teams may have contact with clients daily or multiple times per week. It is expected that, for the majority of residents, this intensity will decrease over time as needs decrease.

As needs and service interactions decrease, clients move into the housing retention phase. While all clients remain a part of the supportive housing program, client to staff ratios may increase, the service focus may shift to wellness goals, and the case management role may shift to peer support specialists or community workers who are a part of or working in conjunction with the Service Provider organization(s).

Service levels and staffing ratios will revert to higher levels in response to client-specific needs and situations (e.g., medical emergencies that require more intensive care to help an individual recover and regain their health). Reversion to higher levels of service may be short-term, long-term or permanent. Regardless of how long a client has been housed, County and its Service Provider is responsible for ensuring an adequate level of service to achieve and maintain the goals described in section 1.

5. Administrative Activities. The Service Provider is responsible to the County for accurately documenting services for assessment, care planning, clinical, billing, program assessment and reporting purposes. For most providers this includes use of or compliance with standards for the Homeless Management Information System and electronic health records for the specialty mental health and behavioral health system.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Discuss the Formation of a City Council Ad Hoc Naming Subcommittee and Appoint the Subcommittee Members (Staff Contact: Renee Lorentzen, Director of Recreation and Community Services, 408-586-3409)
Category:	Leadership and Support Services
Meeting Date:	8/16/2022
	<u>Recommendation:</u> Discuss the formation of a City Council Ad Hoc Naming Subcommittee and appoint the Subcommittee members.

BACKGROUND:

On February 26, 2019, City Council sunset the Streets, Parks and Facilities Naming Subcommittee and directed staff to assign naming recommendations for streets to the Planning Commission and for parks and facilities to the Parks, Recreation and Cultural Resources Commission. Based on the City Council direction and the input from the previous Naming Subcommittee, staff developed an updated policy in the new City Council Policy format for naming streets, parks and facilities.

On May 3, the City Council provided feedback to staff on the draft revision of the City Streets, Parks and Facilities Naming Policy (Policy) and on June 21, 2022, the City Council approved the Policy. Per the updated Policy, the City Council is to form an Ad Hoc City Council Naming Subcommittee to make recommendation to City Council on the naming of City streets, parks and facilities.

On January 22, 2022, the City Council approved the City Council Policies and Procedures Handbook (Handbook). Chapter II, Section D.10 titled "City Council Subcommittees" states in part that "Subcommittees assist the Council by studying an issue and preparing policy alternatives and implications for Council deliberation." Further, "Council subcommittees may not speak or act for the Council, and the subcommittee members should be regularly reporting out their work to the City Council through a scheduled agenda item." Lastly, "Subcommittees shall obtain City Council concurrence before they proceed in any direction different from the original instructions of the City Council. In addition, Subcommittees should not implement policy, provide direction that would result in incurring additional expenses or provide direction to staff to take any actions that are not consistent with existing City Council direction without first obtaining City Council approval for such actions."

ANALYSIS:

On June 21, 2022, the approved updated Policy included the following updated sections as follows:

Section 2.2 in the Policy section reads: "The City Council Ad Hoc Naming Subcommittee shall evaluate names of City streets, parks and facilities, and shall make recommendations to the City Council."

Section 3.2.1 in the Procedure section reads: "City street, park and facilities naming recommendations shall be brought to the City Council Ad Hoc Naming Subcommittee for recommendation to the City Council and may be considered at any regular or special meeting."

In conformance with the approved Policy and consistent with the Handbook, staff is proposing the following for Council consideration as part of discussing the formation of an Ad Hoc Subcommittee.

Name of the Ad Hoc Subcommittee:
Ad Hoc Naming Subcommittee

Ad Hoc Subcommittee Members:

To be appointed by the Council

Meeting Frequency:

As needed, but no more than monthly.

Ad Hoc Subcommittee Role and Scope:

The City Council Ad Hoc Naming Subcommittee shall evaluate names of City streets, parks and facilities, and shall make recommendations to the City Council.

Fiscal Impact:

There is no fiscal impact with the formation of this Ad Hoc Subcommittee

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(s):

Discuss the formation of a City Council Ad Hoc Naming Subcommittee and appoint the Subcommittee members.

Attachment:

City Council Policy for Naming Streets, Parks and Facilities



CITY OF MILPITAS

Item # 16.

Revision	Date
Original	04/21/2006
	6/21/2022

CITY COUNCIL POLICY

Policy No: Click or tap here to enter text.	CITY STREETS, PARKS AND FACILITIES NAMING POLICY	Effective Date: 6/21/2022
Revision No: 1	Policy Administrator: Recreation and Community Services	Next Review Due: As needed
Related Policies and Procedures: Incorporates and replaces SOP 1.3	Approved by: Click or tap here to enter text. Council meeting date, agenda item #, and vote	Date Approved: 6/21/2022

1. PURPOSE

- 1.1. This Policy establishes the guidelines, criteria, and processes for naming City streets, parks, and other facilities.
- 1.2. This Policy is consistent with Milpitas [Municipal Code, Title XI-1000](#) and [Government Code Section 34093](#).

2. POLICY

- 2.1. The City shall have the sole authority and the City Council shall have the final authority to approve names of City Streets, Parks, and other Facilities.
- 2.2. The City Council Ad Hoc Naming Subcommittee shall evaluate names of City streets, parks and facilities, and shall make recommendations to the City Council.
- 2.3. Although the City will have full control and final decision-making authority on any names selected, public input will be received, and other names may be raised and requested to be considered by the City Council.
- 2.4. From time to time, the City Council shall approve names to be added to a list(s) of names suitable for streets, parks, and facilities.
- 2.5. No duplication of names within an asset type (i.e., park, facility, plaza) will be approved.
- 2.6. A deliberative process by City staff will be conducted to ensure that renaming of a street, park, and facility will not diminish the original justification for the name of the prior contributors. Parks and facilities named after individuals shall not be changed unless it is found that because of the individual's character the continued use of their name would not be in the best interest of the community. Parks that have been named by deed restriction shall not be considered for renaming.
- 2.7. The following criteria and factors shall be considered with naming or renaming a street, park, or facility:
 - 2.7.1. Neighborhood or geographical identification, such as street, school, or other descriptive names;
 - 2.7.2. Natural or geological features of the area;
 - 2.7.3. Historical or cultural significance: the name of a historical figure can be considered, if the figure had a significant and extraordinary historical influence on the area, state, national, or international level;



Revision	Date
Original	04/21/2006

CITY STREETS, PARKS, AND FACILITIES NAMING POLICY / POLICY #

- 2.7.4. The name of any person or family that has made a significant impact in the community and/or in development of the street, park, or facility;
- 2.7.5. An individual or organization that contributed significantly to the acquisition or development of the park or facility to be named. This can include either a deed or substantial monetary contribution, or contribution toward the acquisition, and/or development of the park or facility. (Naming rights are not guaranteed if the donation is a dedication as required by the subdivision.)
- 2.7.6. The articulated preference of residents of the neighborhood surrounding the street, park, facility;
- 2.7.7. A name should represent community values and consider future generations and ethnic diversity;
- 2.7.8. If the name of an individual or family is to be considered, the use of such name shall have the approval of the individual (or his/her surviving family) or family when reasonably possible;
- 2.7.9. No seated elected official shall have their name added to a naming list or have a street, park or facility named after them while serving on the City Council.
- 2.7.10. Avoid confusing or similar sounding names (Public Safety Dispatch test);
- 2.7.11. Avoid changing street names along any continuous alignment (Continuity test).
- 2.8. Naming of parks and facilities near schools shall be coordinated with the Milpitas Unified School District as much as possible.
- 2.9. All naming and/or renaming of a park or facility will be set forth by a Council Resolution.
- 2.10. Should policy conflict with any City Ordinance, Code or other laws and regulations, the respective City Ordinance, Code or other laws and regulations shall prevail.

3. PROCEDURE

- 3.1. Maintaining a List of Names for Naming Streets, Parks, and Facilities.
 - 3.1.1. The Recreation and Community Services Department shall maintain a List of Names for Naming Streets, Parks, and Facilities.
 - 3.1.2. As needed, the Director of Recreation and Community Services shall bring additions to the List of Names for Naming Streets, Parks, and Facilities to Council for approval at any regular or special meeting.
- 3.2. Naming of Streets, Parks, and Facilities
 - 3.2.1. City street, park and facilities naming recommendations shall be brought to the City Council Ad Hoc Naming Subcommittee for recommendation to the City Council and may be considered at any regular or special City Council meeting.”.
 - 3.2.2. Naming recommendations shall be from the City Council approved List of Names available from the Director of Recreation and Community Services.
- 3.3. Proposed names for new City streets, parks, and facilities should be considered during the entitlement process prior to the final map approval.
- 3.4. Names being considered for streets shall be reviewed by the City and County emergency services dispatch and Post Office to discourage names that are too similar or confusing that may hinder emergency response; or are otherwise inappropriate for public safety purposes.



Revision	Date
Original	04/21/2006

CITY STREETS, PARKS, AND FACILITIES NAMING POLICY / POLICY #

- 3.5. The following City Departments will contribute to the establishment and maintenance of databases for named streets, parks, and facilities:
 - 3.5.1. Information and Technology Department – Maintain database of all City assets (streets, parks, and facilities)
 - 3.5.2. Recreation and Community Services Department – Maintain Naming Lists, information about historical references, person’s full names, ancestry, dates of birth and death, and other information of interest about the person or group, and the significance of their name to Milpitas’ history and/or to that particular named asset.
 - 3.5.3. Planning Department – Coordinate Street Naming related to new development, prepare, and maintain GIS databases for mapping of new facilities.
- 3.6. Renaming of a street, park, or facility
 - 3.6.1. The renaming of a street, park, or facility may be initiated by City Council, City Commission, City staff, a group, or individuals.
 - 3.6.2. The initiation of renaming by non-City organizations or individuals shall be made by participating during Public Forum at the appropriate advisory City Commission or City Council meeting.
 - 3.6.3. The City Commission may place the request on the agenda for review of the proposed name(s), taking of public comment, and discussion of the renaming proposal consistent with this Policy.
 - 3.6.4. When a City Commission considers the renaming proposal of a street, park, or facility, staff shall notify the surrounding neighborhood in a ¼ mile radius.
 - 3.6.5. If the City Commission supports the renaming proposal, it will make a recommendation to the City Council for Council consideration.
- 3.7. The name of a park or facility that is sold, transferred to non-city ownership, or otherwise deemed to no longer be a City of Milpitas property, should be transferred to another location eligible for naming. Should there not be an appropriate location, the name shall be added to the appropriate Naming List for future use.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Review the List of Agenda Item Requests From Individual Councilmembers and Provide Direction to Staff, Through the Prioritization Process, on Groups 1 Items; Provide Additional Clarification to Staff, If Any, on Group 2 Items and Direct staff to return with a draft City Council Policy titled “City Council Request Prioritization Policy” formalizing the process (Staff Contact: Ashwini Kantak, Assistant City Manager, 408-586-3053; Walter C. Rossmann, Deputy City Manager, 408-586-3012)
Category:	Leadership and Support Services
Meeting Date:	8/16/2022
	<u>Recommendation:</u> (1) Review list of agenda item requests from individual Councilmembers and providedirection to staff, through the prioritization process, on which Group 1 items should be advanced; (2) Provide additional input to staff, if any, on Group 1 items that received Council direction to advance and all Group 2 items; and (3) Direct staff to return with a draft City Council Policy titled “City Council Request Prioritization Policy”.

Background:

At City Council meetings, under the Announcements section, Members of the Council request items they would like the full Council to consider. These items are placed on a list for a future Council discussion and action. On January 19, 2021, at a Special City Council meeting, in order to streamline the process, Council provided direction to staff to bring forward individual Council agenda item requests to Council, for prioritization, on a quarterly basis.

The last prioritization was held on May 3, 2022. Since the beginning of this process, Council has reviewed 235 items. Links to prior prioritization reports and minutes are included under Attachments.

Analysis:

Staff is now bringing forward the next quarterly prioritization of items that were requested by Council between March 15, 2022 and June 21, 2022, including the status on items approved previously by Council.

As shown in Attachment 1, a total of 57 items, some of which were discussed during the prior prioritization discussion, have been grouped into four categories differentiated by level of effort and status of the agenda request as outlined below:

Group 1 – Items that have not been initiated; will require more than four hours of staff time; and may require additional funding or resources (8 items).

Group 2 – Items that have not been initiated but will require less than 4 hours of staff work (3 items).

Group 3 – Items that are currently underway and/or already included in workplan (24 items).

Group 4 – Items that have been completed, postponed indefinitely, or withdrawn (22 items).

Prioritization Process

There are a total of 14 new items since May 2022. Of these 14 items, 4 items are in Group 1, 3 items are in Group 2, 3 items are in Group 3, and 4 items are in Group 4.

Similar to the prior prioritization process, the new Group 1 agenda item requests are identified in Attachment 2. Since many of these requests have not yet been discussed in detail, staff has made an attempt to note alignment with Council priority areas to the extent possible. As part of Attachment 2, staff provided a write-up which includes the lead and supporting departments, estimated resources and cost to complete the work, description of work effort, any actions taken to date, clarification or direction sought from Council, and other additional considerations including impacts on other workplan items. To the extent possible, staff sought clarification from members of the Council sponsoring the request; however, some items may still need additional clarification from the requesting Councilmembers. To facilitate Council prioritization, Group 1 items have been further categorized into three sub-groups: Ordinances and Policies, Projects and Programs, and Miscellaneous.

For six Group 1 items, the total annual costs are estimated between \$0.8 and \$2.7 million requiring between 180 to 2,080 staff hours. For two Group 1 items, staff was not able to estimate the cost and staff hours mostly due to gaps in information. Based on Council direction, staff will bring back items that require new funding for funding discussion at the FY 2023-2024 Preliminary Budget Study Session scheduled for January 2023 or the 2024-2028 Proposed Capital Improvement Program Study Session scheduled for February 2023.

Since Group 2 items (see Attachment 1) require less than four hours of staff time, these can be advanced without requiring a majority vote; however, Council may wish to provide additional input or direction on these items. For Items 3, which are underway and/or already included in staff workplans, staff provided an update in Attachment 1. The status of Items completed, postponed indefinitely or withdrawn prior to June 21, 2022, are presented as a separate attachment (Attachment 3).

Voting Process

Consistent with past prioritization process sessions and the number of Group 1 items, staff proposes that the Council prioritize no more than 4 items.

Round 1

Each member of the Council will be asked to prioritize their top four items from Group 1. Councilmembers will be provided hard copies to help them review and complete the preliminary prioritization and electronic voting will be conducted on mobile devices.

All items receiving three or more votes will move forward. If the number of items receiving three or more votes is four or greater, the prioritization process will be deemed complete. If the number of items is less than four, the remaining items will be prioritized as described in Round 2.

Round 2

In case items receiving three or more votes are less than four in number, Councilmembers will be asked to prioritize the remaining items so as to develop a top four list. Each member of the Council will be given the number of votes equivalent to four minus the number of items prioritized for staff work at the completion of Round 1. For example, if after Round 1, the Council agreed on advancing two items, two additional items will require prioritization. Therefore, each Member of the Council will be asked to vote on two items. All items receiving three or more votes will be added to the prioritized list. If the total number of items on the list is four or greater, the prioritization process will be deemed complete.

Additional Rounds, if needed

If the total number of prioritized items after Round 2 is less than four, all remaining items which received at least one vote will be prioritized through additional rounds of voting. Items which receive zero votes in a round will be eliminated from the subsequent round of voting.

Please note that any items that do not advance through this multi-step prioritization process will be removed from the active list and would have to be resubmitted through Announcements for the next prioritization discussion scheduled for December 2022.

Next Steps and Council Policy

Based on Council feedback so far regarding the existing prioritization process, staff recommends bringing forward during the next few months a draft Council Policy titled “City Council Request Prioritization Policy” to document the process for Council consideration.

Based on Council direction, staff will bring back any Group 1 items that will require additional funding and/or resources as part of the development of the FY 2023-2024 budget for further Council discussion. The next prioritization session will be scheduled for December 2022.

Policy Alternative:

Not applicable

Fiscal Impact:

For six Group 1 items, the total annual costs are estimated between \$0.8 and \$2.7 million requiring between 180 to 2,080 staff hours. For two Group 1 items, staff was not able to estimate the cost and staff hours mostly due to gaps in information. Based on Council direction, staff will bring back items that require new funding for funding discussion at the FY 2023-2024 Preliminary Budget Study Session scheduled for January 2023 or the 2024-2028 Proposed Capital Improvement Program Study Session scheduled for February 2023.

California Environmental Quality Act:

This item is not a Project under CEQA in accordance with CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption) as it can be seen with certainty that a general discussion of funding priorities by the City Council will not have a significant effect on the environment. Further, the item is also not a Project pursuant to CEQA Guidelines Section 15378(b)(4) as it is a government fiscal activity that does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. Although the use of funding will be discussed for various potential projects, any project scope and potential environmental analysis would be speculative to analyze at this time and future environmental analysis will be conducted for the various potential projects prior to the City making any commitment or approval of any project.

Recommendation:

1. Review list of agenda item requests from individual Councilmembers and providedirection to staff, through the prioritization process, on which Group 1 items should be advanced.
2. Provide additional input to staff, if any, on Group 1 items that received Council direction to advance and all Group 2 items.
3. Direct staff to return with a draft City Council Policy titled “City Council Request Prioritization Policy”.

Attachments:

1. List of Councilmember Agenda Item Requests
2. Information on Group 1 items
3. List of Completed, Postponed Indefinitely, or Withdrawn Items
4. Links to Prior Prioritization Reports and Minutes
 - a. [March 16, 2021 Agenda and Minutes](#)
 - b. [August 9, 2021 Agenda and Minutes](#)
 - c. [January 11, 2022 Agenda and Minutes](#)
 - d. [May 3, 2022 Agenda and Minutes](#)

ATTACHMENT 1

COUNCIL PRIORITY AREAS LIST

	Community Wellness and Open Space	Continue to provide parks and amenities for people of all ages and abilities to enjoy higher levels of physical and mental health.
	Economic Development and Job Growth	Continue to strengthen our economic foundations that support community prosperity and opportunity while ensuring a sustainable and livable city.
	Environment	Promote a sustainable community and protect the natural environment.
	Governance and Administration	Continue to streamline processes for enhanced service and remain committed to long-term fiscal discipline and financial stewardship.
	Neighborhoods and Housing	Continue to explore innovative approaches to incentivize affordable housing projects, collaborate with key stakeholders to care for our most vulnerable populations, and support and engage neighborhoods through dedicated programs and services.
	Public Safety	Continue to invest in police and fire protection, in partnership with our community.
	Transportation and Transit	Continue to seek and develop collaborative solutions to meet the transportation challenges facing our community and our region.

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS
AUGUST 16, 2022**

Item # 17.

No.	Topic	Requested By	Date Requested	Department / Office	Council Priority Area(s)	Status	Additional Resources/Funding Needed or Deferral of Council Approved Programs
Group 1 – Items that have not been initiated; will require more than four hours of staff time; and may require additional funding or resources.							
Ordinances and Policies							
1	Consider policies to regulate automated equipment that would reduce jobs.	Phan	4/19/2022	Planning, City Attorney, Economic Development		Item will be brought forward as part of the next City Council additional workplan items prioritization in August/September	Additional Staff Resources Needed; Deferral of other programs and project required.
2	Explore an ordinance or policy to reduce thefts and increase security in the commercial retail parking areas	Chua	4/5/2022	Police, Economic Development		Item will be brought forward as part of the next City Council additional workplan items prioritization in August/September	Additional Staff Resources and Funding Needed
3	Explore the policy for locking mechanisms on shopping carts for large commercial businesses	Tran	4/19/2022	Bldg. Safety & Housing, Planning, Economic Development		Item will be brought forward as part of the next City Council additional workplan items prioritization in August/September	Additional Staff Resources and Funding Needed
Projects and Programs							
4	Apply for the "Better Cities for Pets" Certification	Tran	6/21/2022	Recreation		Item will be brought forward as part of the next City Council additional workplan items prioritization in August/September	Additional Staff Resources Needed; Deferral of other programs and project required.
5	Explore the use of roundabouts as a traffic calming mechanism	Dominguez	4/19/2022	Engineering, Planning		Item will be brought forward as part of the next City Council additional workplan items prioritization in August/September	Additional Staff Resources and Funding Needed
6	Prepare Vision Zero Action Plan	Tran	6/7/2022	Engineering, Police		Item will be brought forward as part of the next City Council additional workplan items prioritization in August/September	Additional Staff Resources and Funding Needed
Miscellaneous							
7	Establish a fund for real estate acquisitions	Montano	6/7/2022	Economic Development, Finance		Item will be brought forward as part of the next City Council additional workplan items prioritization in August/September	Additional Staff Resources Needed
8	Memorial Plaque in honor of youth skateboarder that passed away	Montano	6/7/2022	Recreation, Public Works		Item will be brought forward as part of the next City Council additional workplan items prioritization in August/September	Additional Staff Resources and Funding Needed

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS
AUGUST 16, 2022**

Item # 17.

No.	Topic	Requested By	Date Requested	Department / Office	Council Priority Area(s)	Status	Additional Resources/Funding Needed or Deferral of Council Approved Programs
Group 2 – items that have not been initiated but will require less than 4 hours of staff time							
9	Prepare a report on ghost guns; engage in legislative advocacy regarding ghost guns; and incentivize ghost gun buybacks at the May buyback event.	Dominguez Tran	4/5/2022	Police		An Information Memorandum was distributed on August 12, 2022.	
10	Present Quarterly or Monthly crime statistics on the Homekey Project	Chua	6/7/2022	Housing		Presentation is scheduled for the August 16 City Council Meeting as part of the Project Homekey item.	
	Staff provide and explain the Project Homekey Management Manual, see if the MOU is being followed including forming an oversight committee, and explore with County to have check-ins of the units. Dominguez indicated it could be included in Council Member Chua's recommendation. Mayor requested to include County in discussion.	Dominguez	6/7/2022	Housing		Item will be agendaized for August 16 City Council meeting	
11	Waive fees for family fundraiser at Milpitas Skate Park	Dominguez	6/14/2022	Recreation		Staff reached out to the resident multiple times. The resident has not submitted any rental or fee waiver application.	

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS
AUGUST 16, 2022**

Item # 17.

No.	Topic	Requested By	Date Requested	Department / Office	Council Priority Area(s)	Status	Additional Resources/Funding Needed or Deferral of Council Approved Programs
Group 3 – items that are currently underway and/or already included in workplan							
12	Amendment to the existing ordinance for third-party food delivery vendor services to prohibit regulatory response fees	Phan	2/16/2021	Economic Development; Finance		Agendized for discussion on 3/16/2021, deferred to 4/06/2021; CC direction for City Attorney to prepare a report.	
13	Consider change in term limits for Mayor + Councilmembers	Montano	6/16/2020	City Attorney, City Manager		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. Scheduled for 3/15/2022; rescheduled for 4/05/2022; 4/05/2022 could gave direction to move forward with Councilmember term limits and discuss the Mayoral seat at a later date; Discussed at the 5/10/2022 budget meeting and had a consensus not want to move foward with a ballot measure for the Mayor term limit; Councilmember term limits scheduled for June 7; Scheduled for June 21 meeting	
14	Create a plan for future solar paneling at City facilities	Montano	3/1/2022	Public Works		Discussed at Spring Quarterly City Council Workplan Items Prioritization Discussion; Approved to move forward at the 5/03/2022 meeting; Discussed at the May 10 budget meeting and approved funding of \$25,000 in the 2022-23 budget	
15	Establish State historical designation for the Sunnyhills community	Tran	6/7/2022	Recreation, City Manager		Request will be included with the Historic Resources Master Plan project approved as part of the 2023-2027 Capital Improvement Program.	
16	Evaluate reopening the childcare center with a non-profit organization running the center	Montano	2/1/2022	City Manager, Recreation		Approved during Spring Quarterly City Council Workplan Items Prioritization Discussionon 5/03/2022.	
17	Explore a lease for the vacant land adjacent to the Library for City use	Tran	1/18/2022	City Manager, Economic Development, City Attorney		Discussed at Spring Quarterly City Council Workplan Items Prioritization Discussion; Approved to move forward at the 5/03/2022 meeting;	
18	Have a picture of Albert Vogel Sr. put up in the Senior Center	Montano	10/19/2021	Recreation		Approved to move forward at the 1/11/2022 Council meeting; Staff engaged the artist of the existing mural regarding this Council approved item.	
19	Include a bust of Maria Lemire on the Mural in front of the Senior Center	Montano	8/17/2021	Recreation		Approved to move forward at the 1/11/2022 Council meeting; Staff engaged the artist of the existing mural regarding this Council approved item.	
20	Local Boy Scouts Fee Waiver for Eagle Scout Ceremony	Tran	6/7/2022	Recreation		Staff received the fee waiver application on August 11, 2022. Staff will agendize a fee waiver request for Council consideration for the first meeting in September.	

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS
AUGUST 16, 2022**

Item # 17.

No.	Topic	Requested By	Date Requested	Department / Office	Council Priority Area(s)	Status	Additional Resources/Funding Needed or Deferral of Council Approved Programs
21	Look into bringing back a roller rink	Montano	8/5/2021	Recreation		Approved to move forward at the 1/11/2022 Council meeting. Funding for the program will need to be prioritized through the FY 22-23 budget process; Discussed at 5/10/2022 budget meeting and approved \$100,000 funding for a two-day event in 2023	
22	Look into opening up the Senior Center on Saturdays for half a day	Chua	8/5/2021	Recreation		As presented by staff on 1/11/2022, this pilot is scheduled for completion in fall 2022. In preparation for the pilot, staff will issue a survey to seniors asking for the types of services they are seeking; hire staff based on the feedback; and start the three-month pilot in September 2022 until mid November 2022.	
23	Partner with the Rotary Club of Silicon Andhra to promote the stem cell donor outreach with a webinar and campaign to help increase the number of donors	Chua	8/17/2021	Recreation		Staff will include the stem cell donor information in regularly scheduled wellness event	
24	Request for Crossing Guards at McCandless and Montague Expressway and review wages for Crossing Guards	Montano	4/5/2022	Public Safety		Per the Information Memorandum issued on June 13, the City will perform school aged pedestrian counts around schools in the City including the McCandless and Montague Expressway intersection at the beginning of the 2022-23 school year and report the findings to the Transportation Subcommittee late fall.	
25	Request for the City to make the temporary third-party food deliver fee caps permanent and add additional provisions for enforcement	Phan	11/16/2021	Economic Development, Finance, City Attorney		Discussed at Spring Quarterly City Council Workplan Items Prioritization Discussion; Approved to move forward at the 5/03/2022 meeting	
26	Requested an appropriation in an amount not to exceed \$250,000 to procure a contract to address the streetlights that are pending fieldwork.	Tran	2/1/2022	Public Works		At this time, staff has sufficient Council approved resources to address the remaining streetlight outages; however, will bring relevant actions for Council consideration, if needed.	
27	Requested that staff study the placement of a City sign for the Milpitas Police Department and explore the cost of a new sign	Dominguez	1/18/2022	Public Works, Police		Staff has been working on upgrading signage and landscaping around the Police Department and Public Works Building. Lit-up signs mounted on the building are scheduled to be installed by the end of August.	
28	Requested that the City have mini-libraries in the low-income areas of the City.	Montano	4/20/2021	Planning		8/09/2021 Council voted 3-1-1 to move this item forward, staff to follow up with Vice Mayor Montano on specific vision. Staff met with the Vice Mayor. The City will continue to facilitate libraries as needed but will not take a lead role in funding or operating them.	
29	Requested the City Attorney's office explore encampment ordinances from the City of Oakland, Los Angeles, or other regional cities and would like a discussion on the existing policies to be brought back before the July recess.	Tran	2/15/2022	City Attorney		4/19/2022 direct the City Attorney to make the recommended changes to the Municipal Code to remove and prohibit property in public; the City Attorney will bring forward an ordinance in September 2022.	

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS
AUGUST 16, 2022**

Item # 17.

No.	Topic	Requested By	Date Requested	Department / Office	Council Priority Area(s)	Status	Additional Resources/Funding Needed or Deferral of Council Approved Programs
30	Requested the City create a youth scholarship fund for under privileged kids to play sports	Montano	5/17/2022	Recreation		As part of the adoption of the FY 2022-23 Budget, the City Council allocated \$20,000 for this program. Staff will bring forward a policy framework for this program for Council approval in September 2022.	
31	Requested the City extend the outdoor dining options through March of next year	Phan	9/21/2021	Planning		Emergency Outdoor Dining program extended. Draft zoning ordinance with standards for permanent outdoor dining prepared and now under review. Planning expects bring forward draft ordinance for PC and Council consideration before the end of 2022.	
32	Review City policy on speed bumps	Tran	12/15/2020	Engineering		Presented to Transportation Subcommittee on 02/12/2021; voted on 3/16/2021 to revisit this item; on April 8, 2022 the Transportation Subcommittee provided input on a draft policy, which is scheduled to be reviewed by the Subcommittee at its September 2022 meeting.	
33	Staff to create a plan on how to increase the number of local businesses doing business with the City	Chua	4/6/2021	Economic Development		At 8/9/2021 Council meeting, Council voted that this item may have to come back for additional discussion because there may be some legal considerations. City Attorney to weigh in.	
34	Staff to look into mural Art on Great Mall Parkway on the VTA owned Light rail pillars	Montano	11/16/2021	Recreation, Public Works		Discussed at Spring Quarterly City Council Workplan Items Prioritization Discussion; Approved at the 5/03/2022 meeting; discussed funding at the 5/10/2022 budget meeting and approved \$100,000 of funding for only one site	
35	Staff to provide information on a landmark policy for the City of Milpitas	Tran	3/16/2021	Engineering		8/09/2021 Council voted 5-0 to move this item forward; this item will be included for funding consideration in the development of the FY 2023-27 CIP for assessment of historical and cultural resources and development of landmark policy; The funding for the assessment of historical and cultural resources and development of a landmark policy will be included in the 2023-2027 Capital Improvement Program scheduled for adoption on May 3, 2022. This project will be scheduled to begin in FY 2022-23.	Item was brought to Council during the the 2023-27 5-Year CIP adoption process, however Council determined not to fund or advance this task.

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS
AUGUST 16, 2022**

Item # 17.

No.	Topic	Requested By	Date Requested	Department / Office	Council Priority Area(s)	Status	Additional Resources/Funding Needed or Deferral of Council Approved Programs
Group 4 – items that have been completed, postponed indefinitely, or withdrawn							
36	Agendize a Flag Raising for India Independence Day	Tran	6/14/2022	Recreation		Item added to 6/21/2022 Consent Calendar	
37	Agendize an update to the Lobbyist Ordinance for the next meeting	Chua	3/1/2022	City Attorney		Discussed at 3/15 City Council Meeting; At the 3/15/2022 Council Meeting, City Attorney was directed to bring back a proposed ordinance amendment for further discussion; Council approved the ordinance on 6/7/2022	
38	Bring back a conversation in the budget meeting to fund “walking beats” in the commercial and high crime areas	Dominguez	4/5/2022	Police		At the 4/5/2022 City Council meeting, this item was discussed and there was direction from Councilmember Dominguez to work with the City Manager to find funding sources	
39	City to highlight mental health resources on the website	Dominguez	8/17/2021	Recreation		Staff will issue an email this week (week of 7/25)	
40	Consider expanding the Fee Waiver Policy eligibility to non-profit organizations outside of Milpitas but the events are specific to Milpitas residents	Chua	3/15/2022	Recreation		Council approved the policy revision at the June 21 2022 City Council meeting.	
41	Consider funding to implement and create a homelessness encampment response team to be dispatched to encampment sites to address concerns, talked about creating a position to provide mental health assistance, and would like this to be brought back for discussion at the budget meeting	Dominguez	3/15/2022	City Manager, Public Safety, Recreation, Public Works	  	Direction from Council to bring forward as part of FY 22-23 budget discussion; at the May 10 Budget Study Session Council did not direct to do any further work on this item.	
42	Designate the California Oak Tree as the City’s official heritage tree	Montano	2/1/2022	Recreation		Council approved at the 6/7/2022 meeting.	
43	Discussion in the next fiscal year, to have a sliding scale permitting program for seniors and low-income residence for necessary safety renovations	Tran	5/4/2021	Building Safety & Housing, Planning		8/09/2021 Council voted 5-0 to move this item forward and modify the existing Milpitas Assistance Program to include seniors; MAP continues to be available for low income seniors and sufficient funding was budgeted for FY 2022-23.	
44	Discussion to reduce the City’s Senior Center facilities deposit	Montano	5/4/2021	Recreation, Finance	 	the development of the FY 2022-23 Master Fee Schedule; Council approved the item on 4/19 as part of the	
45	Explore increasing the Conferences/Meetings/Memberships allowance for each Councilmember to \$10,000	Chua	5/17/2022	City Manager		On 6/07/22, City Council did not approve increasing the allowance as part of the adoption of the FY 2022-23 Budget; however, Council provided direction to review funding need as part of the FY 2022-23 mid-year budget review.	
46	Fee waiver for the Filipino American South Bay Community to hold pop-up resource fair at a City Park	Dominguez	3/1/2022	Recreation		Staff engaged organizers of the event; event was held on June 19; organizers did not request a fee waiver.	
47	Letter from City Council opposing AB 2181 (Berman) regarding VTA's Board Composition	Tran	6/7/2022	City Manager		Per the email sent to Council on 6/17/2022, consistent with the Council approved Legislative Advocacy Policy, Mayor Tran signed a letter opposing the legislation unless amended.	

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS
AUGUST 16, 2022**

Item # 17.

No.	Topic	Requested By	Date Requested	Department / Office	Council Priority Area(s)	Status	Additional Resources/Funding Needed or Deferral of Council Approved Programs
48	Look into allowing outdoor music and would like the ordinance brought back to Council.	Montano	8/5/2021	Planning		Second reading of draft Zoning Ordinance Text Amendment scheduled for 08/16/2022	
49	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	8/5/2021	Economic Development		SVEDA/SV Joint Venture hosted the "SV Small Businesses & ADA Compliance" webinar on 11/3/21. Several Milpitas business reps, & staff from Econ. Dev. & Building participated. Staff met with reps from CA Comm. on Disability Access to discuss business education & outreach.	
50	Ordinance to ban vaping in the City	Montano	12/15/2020	Planning		Study session with Council held 6/21/2022. Tobacco Retail Permitting program, including ban on vaping products and flavored tobacco, will be brought forward in Spring 2023	
51	Requested an agenda item on November 2 Council meeting allowing the Council to rescind direction given to 1355 California Circle and include direction to allow the project application to move forward without being tied to a specific plan	Chua	10/19/2021	Planning		At the 1/18/2022 council meeting, Council voted 4-1 to rescind the direction and direct staff and the application to explore option one in the presentation to amend the General Plan and remove Council policy for the preparation of a Specific Plan	
52	Requested staff work with the Vice Mayor and Mayor to explore and discuss building height limits near the hillside by January 2022	Tran	9/21/2021	Planning		Second reading of draft Zoning Ordinance scheduled for 08/16/2022	
53	Science, Technology, and Innovation Commission agendaize and explore a comprehensive internet connectivity plan.	Tran	5/3/2022	Information Technology		Item was discussed at June STI Commission meeting	
54	Staff to look into creating "Welcome to Milpitas" signs in key areas of in the City	Montano	4/6/2021			8/09/2021 Council voted 5-0 to move this item forward and Council provided direction that the signs should align with the efforts currently underway with the Metro Plan and Main Street Gateway Specific Plan process and work with private development. Staff was directed to work with Vice Mayor on additional clarification. In November, Vice Mayor Montano noted a preference for a location on South Main Street. This project will be added to unfunded project list of the 2023-2027 CIP to allow time for staff to research potential grant funding and outreach to local business and service clubs.	
55	Staff to look into creating a rose garden with a children's memorial site	Montano	4/6/2021	Engineering, Recreation		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; The funding for this project will be included in the 2023-2027 Capital Improvement Program scheduled for adoption on May 3, 2022. Discussed at the May 3 meeting funding was reallocated to the Softball Field project	The Rose Garden item was added to the 2023-27 Capital Improvement Program as an unfunded project per Council Direction. Per Department 5-year workplan shared with Council, this project would start in FY24 if funded and if staff vacancies are filled.

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS
AUGUST 16, 2022**

Item # 17.

No.	Topic	Requested By	Date Requested	Department / Office	Council Priority Area(s)	Status	Additional Resources/Funding Needed or Deferral of Council Approved Programs
56	Staff to provide information to place a measure on the ballot to change the directly elected Mayor to a rotational at-large position	Tran	3/16/2021	City Attorney		To be brought forward in Spring of 2022, once new City Attorney is in place; scheduled for 3/15/2022; rescheduled for 4/05/2022; discussed at the May 10 budget meeting and had a consensus that they did not want to move forward with a Mayoral ballot measure	
57	Work with the school district to have a contest to create art murals for the pillars on Main Street	Montano	9/7/2021	Recreation		Approved to move forward at the 1/11/2022 Council meeting; funding allocated to Great Mall Pkwy. VTA pillar murals	

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS
AUGUST 16, 2022**

ATTACHMENT 2

Item # 17.

No.	Topic	Requested By	Date Requested	Department / Office	Council Priority Area(s)	Status	Additional Resources/Funding Needed or Deferral of Council Approved Programs
Group 1 – Items that have not been initiated; will require more than four hours of staff time; and may require additional funding or resources.							
Ordinances and Policies							
1	Consider policies to regulate automated equipment that would reduce jobs.	Phan	4/19/2022	Planning, City Attorney, Economic Development			Additional Staff Resources Needed; Deferral of other programs and project required.
2	Explore an ordinance or policy to reduce thefts and increase security in the commercial retail parking areas	Chua	4/5/2022	Police, Economic Development		Item will be brought forward as part of the next City Council additional workplan items prioritization in August/September	Additional Staff Resources and Funding Needed
3	Explore the policy for locking mechanisms on shopping carts for large commercial businesses	Tran	4/19/2022	Bldg. Safety & Housing, Planning, Economic Development		Item will be brought forward as part of the next City Council additional workplan items prioritization in August/September	Additional Staff Resources and Funding Needed
Projects and Programs							
4	Apply for the "Better Cities for Pets" Certification	Tran	6/21/2022	Recreation		Item will be brought forward as part of the next City Council additional workplan items prioritization in August/September	Additional Staff Resources Needed; Deferral of other programs and project required.
5	Explore the use of roundabouts as a traffic calming mechanism	Dominguez	4/19/2022	Engineering, Planning		Item will be brought forward as part of the next City Council additional workplan items prioritization in August/September	Additional Staff Resources and Funding Needed
6	Prepare Vision Zero Action Plan	Tran	6/7/2022	Engineering, Police		Item will be brought forward as part of the next City Council additional workplan items prioritization in August/September	Additional Staff Resources and Funding Needed
Miscellaneous							
7	Establish a fund for real estate acquisitions	Montano	6/7/2022	Economic Development, Finance		Item will be brought forward as part of the next City Council additional workplan items prioritization in August/September	Additional Staff Resources Needed
8	Memorial Plaque in honor of youth skateboarder that passed away	Montano	6/7/2022	Recreation, Public Works		Item will be brought forward as part of the next City Council additional workplan items prioritization in August/September	Additional Staff Resources and Funding Needed

City Council Referral
(requires more than 4 hours of staff time)

Item # 17.

Category and Topic No.	Topic:	Requested by:
ORDINANCES AND POLICIES CC01	Consider policies to regulate automated equipment that would reduce jobs.	Councilmember Phan
Lead Department/Office	Supporting Department(s)/Office(s)	
Planning	City Attorney's Office, Economic Development	
Council Priority Areas	Estimated Completion Date	Estimated Cost
Economic Development & Job Growth 	December 2023	TBD
		Funding Needed
		TBD
Description of Required Work Effort		
Staff would need to research this issue to understand the types of policies and programs being used by other local jurisdictions to address the perceived problem of automation/robots replacing people in jobs. Staff could prepare policy alternatives for Council consideration. Examples of programs set up to address automation include universal basic income, negative income tax, a government jobs guarantee, broadening the social safety net, or a so-called robot tax. Staff would need to explore the pros and cons of each program and determine which would be feasible and effective for Milpitas. A "robot tax" might be implementable at the local level, pending legal review, but could hamper efforts to attract high-tech jobs. There would be staff costs to set up and administer any new program, and there would be considerable costs associated with programs like universal basic income, government jobs guarantee, and expanding the social safety net. A "robot tax" would be more aligned with regulating automation; otherwise, any tax requires voter approval.		
Status Update as of July 2022		
Due to staff workload on other Council directed projects and programs, no work has been initiated on this task. If directed to proceed, staff anticipates it could start the work in FY23/24.		
Council Clarification/Further Direction Requested		
Does the Council have specific programs in mind to address this issue, or is this a request to develop a policy opposing the replacement of humans with automation/robots?		
Other Considerations		
The scope and cost of this issue may be beyond the capacity of local government. A "robot tax" could generate revenue to offset the cost of regulation of automation but hamper the City's efforts to attract high-tech companies. Could this be more effective through a regional effort?		

City Council Referral
(requires more than 4 hours of staff time)

Item # 17.

Category and Topic No.	Topic:	Requested by:	
ORDINANCES AND POLICIES CC02	Explore an ordinance or policy to reduce thefts and increase security in the commercial retail parking areas	Councilmember Chua	
Lead Department/Office	Supporting Department(s)/Office(s)		
Police Department	Economic Development		
Council Priority Areas	Estimated Completion Date	Estimated Cost	
Public Safety and Neighborhoods & Housing  	October 2022	\$4,000 to \$6,000	
		Funding Needed	
		\$0	
Description of Required Work Effort			
The Milpitas Police Department utilizes COMPSTAT (Computer Comparison Statistics) to better understand crime trends in the City and to adequately deploy resources to address issues. COMPSTAT data includes information on types of crimes, victims, times of day crimes took place and other details that allow the Police Department to identify emerging crime patterns. COMPSTAT data can be overlayed on a map to visualize crime “hotspots.” The Police Department currently engages with business owners and respective employees in various ways including patrol officers and supervisors, specialized units, crime presentations, and community events. Officers frequently patrol shopping centers in their vehicles, on foot or on bicycle, when appropriate. Plain clothes detectives supplement uniform patrol officers in shopping centers that have emerging crime trends. Officers frequently engage the people they meet and share safety tips. Detectives and officers assigned to the Police and Community Relations Division (PCR) share safety related information during criminal investigations and conduct training for businesses, when requested, and will continue the past tradition of making its annual presentation to the Milpitas Chamber. The Police Department also shares information via printed media, public service announcements, and through social media. In addition to the ongoing efforts described above, the Police Department is continuously evaluating new ways to enhance community safety. The Department is continuing to research technology solutions that would allow immediate two-way communication with business owners either individually or as a group. The ability to share near real-time crime data within the business community would enhance the Police Departments response to crime and allow business owners to be cognizant of crime issues occurring at other businesses. An immediate notification would allow the business community to be alert; helping to deter additional crimes. Currently, this is accomplished through in-person peer-to-peer contact which results in delayed information sharing. Additionally, crime prevention data can be shared instantly with the business community.			

City Council Referral
(requires more than 4 hours of staff time)

The Police Department recently evaluated Autonomous Security Robots (ARS) as an option to supplement patrol efforts in commercial areas. Conceptually an ARS could provide real-time data to dispatchers and officers could be dispatched to investigate further. An ARS program is cost prohibitive and not recommended at this time.

To promote public safety in commercial retail parking areas, deter crime, and aide the Milpitas Police Department in responding to crime, the City could require all future commercial retail parking areas to install surveillance cameras in parking areas through the Conditional Use Permitting process. The City could also require that existing commercial retail parking areas be required to install surveillance cameras when site enhancements allow for modifications to existing Conditional Use Permits. This effort would require approximately 30 to 40 hours of staff time to explore whether other agencies in the Bay Area have required the installation of surveillance cameras and the measurable success of any such programs. Then, staff would return to Council with its initial assessment including an initial legal review for further direction.

Status Update as of July 2022**Council Clarification/Further Direction Requested****Other Considerations**

City Council Referral
(requires more than 4 hours of staff time)

Item # 17.

Category and Topic No.	Topic:	Requested by:
ORDINANCES AND POLICIES CC03	Explore the policy for locking mechanisms on shopping carts for large commercial businesses	Mayor Tran
Lead Department/Office	Supporting Department(s)/Office(s)	
Building Safety & Housing	Planning and Economic Development	
Council Priority Areas	Estimated Completion Date	Estimated Cost
Neighborhoods & Housing and Economic Development & Job Growth 	1 st Quarter of 2023	\$5,000
		Funding Needed
		No additional funding needed.
Description of Required Work Effort		
Title V, Chapter 13 of the City's Municipal Code titled "Shopping Cart Removal, Impoundment and Disposal" finds that abandoned shopping carts constitute a nuisance, create potential hazards to the health and safety of the public, and interfere with pedestrian and vehicular traffic within the City of Milpitas. The intent of this Chapter is to ensure that measures are taken by store owners to prevent the removal of shopping carts from store premises and parking lots and to facilitate the retrieval of abandoned carts as permitted by State law. Paragraph V-13-140(c) requires that specific measures shall be implemented to prevent cart removal from the business premises such as disabling devices on all carts, security guards, security deposits for use of all carts, or the rental or sale of carts that can be temporarily or permanently used for transport of purchases. However, business premises are exempt from these measures if an owner enters into a contract with a shopping cart retrieval service. In response to this referral, staff would research other jurisdiction's locking / disabling device policies and ordinances and conduct research for various types of locking devices currently on the market. After legal review, as necessary, staff would bring back its findings to the City Council for further direction. It is expected that this effort will require about 40 hours of staff estimated to cost \$5,000.		
Status Update as of July 2022		
No action taken		
Council Clarification/Further Direction Requested		

City Council Referral
(requires more than 4 hours of staff time)

Item # 17.

Other Considerations

Explore methods of impoundment and disposal of abandoned carts such as use of a Redemption Fee. This fee would be established by Council resolution and include actual cost of storage of any cart or parts thereof, plus the proportional share of administrative costs in connection therewith. After 30 days if not retrieved, the City can dispose of the carts. Even if the carts remain unclaimed, or are disposed of, the City reserves the right to collect the redemption fee from the cart owner. Mountain View uses this as motivation for owners to provide whatever deterrent necessary to keep their carts on site.

City Council Referral
(requires more than 4 hours of staff time)

Item # 17.

Category and Topic No.	Topic:	Requested by:
PROJECTS AND PROGRAMS CC04	City Staff to apply for "Better Cities for Pets" Certification	Mayor Tran
Lead Department/Office	Supporting Department(s)/Office(s)	
Recreation	Economic Development and Building Safety & Housing	
Council Priority Areas	Estimated Completion Date	Estimated Cost
Community Wellness & Open Space and Environment 	March 2023	\$3,500
		Funding Needed
		\$0
Description of Required Work Effort		
Staff will need to complete an initial assessment through the Better Cities for Pets website. The assessment covers area topics including animal shelters and programs in the city, pet friendly housing, pet friendly businesses and pet friendly open spaces. A fair amount of research into non-city operated assessment areas is required to complete the required initial assessment. Also, as part of the assessment a Top Pet-Related Priority Project needs to be identified whose goal is to increase pet-friendliness in the city. This topic is estimated to take approximately 20 hours of staff time at an estimated total of \$3,500, not including work on a future Top Pet-Related Priority Project, which according to the initial assessment packet could be launched and completed in a later Fiscal Year.		
Status Update as of July 2022		
Staff reviewed the Better Cities for Pets Assessment questions and Top Pet-Related Priority Project areas identified. Staff also reviewed the website for other cities in the Bay Area who have the Certification, with the only two cities listed as Oakland and Dublin.		
Council Clarification/Further Direction Requested		
Other Considerations		

City Council Referral
(requires more than 4 hours of staff time)

Item # 17.

Category and Topic No.	Topic:	Requested by:
PROJECTS AND PROGRAMS CC05	Explore the use of roundabouts as a traffic calming mechanism	Councilmember Dominguez
Lead Department/Office	Supporting Department(s)/Office(s)	
Engineering		
Council Priority Areas	Estimated Completion Date	Estimated Cost
Transportation & Transit 	TBD	\$830,000 to \$1,850,000
		Funding Needed
		\$830,000 to \$1,850,000
Description of Required Work Effort		
Roundabouts are an alternative to traffic signals and stop signs. A roundabout is an intersection where traffic travels around a central island in a counterclockwise direction. Vehicles entering or exiting the roundabout must yield to vehicles, bicyclists, and pedestrians. Roundabouts provide traffic calming, resulting in reduced speeds, and the median islands provide refuge for pedestrians, allowing them to cross one direction of traffic at a time. Traffic roundabouts have larger footprints and require additional right-of-way (land) for installation beyond what is needed for traditional intersections with traffic signals and stop signs. Not all intersection locations may be suitable or feasible for roundabout installation due to topography and the ability to acquire the additional land area required. Intersections with highly unbalanced traffic flows (very high traffic volume on the main street and very light traffic on the side street) may not be an ideal candidate for a roundabout. The same is true for isolated intersections in a network of traffic signals. Other disadvantages of a roundabout include driver uncertainty about yielding, too many merge points, and drivers may tend to ‘cut’ the roundabout by turning left instead of following the counterclockwise direction of travel which creates a new unintended hazard. If the City Council is interested in exploring roundabouts, staff would identify a pilot intersection and include this referral for funding in the 2024-2028 Proposed Capital Improvement Program. The funding for a pilot intersection would be for design services, purchase of additional right-of-way from property owners adjacent to the intersection, if applicable, and for construction. The initial effort to identify a feasible intersection for a roundabout as a pilot project is estimated at \$300,000 for consulting design services. Staff administration costs are estimated to be between \$30,000 to \$50,000 for this project, and 150-250 hours of time. Once a suitable intersection is determined, there will be costs associated with the purchase of land for the roundabout and construction costs for installation. Land and construction costs are roughly estimated to be between \$500,000 to \$1,500,000.		

City Council Referral
(requires more than 4 hours of staff time)

Item # 17.

If the City Council approves this referral, staff recommends bringing the referral back for Council consideration as part of the development of the 2024-2028 Capital Improvement Program (CIP) for the 2024-2028 Proposed CIP Study Session.

Status Update as of July 2022

Council Clarification/Further Direction Requested

Other Considerations

The City previously tried a pilot roundabout project at select intersections without acquiring the additional right of way in the early 2000s. It was discovered these created additional traffic problems, driver confusion, and VTA buses could not negotiate the intersection requiring the program to be scrapped.

City Council Referral
(requires more than 4 hours of staff time)

Item # 17.

Category and Topic No.	Topic:	Requested by:
PROJECTS AND PROGRAMS CC06	Prepare Vision Zero Action Plan	Mayor Tran
Lead Department/Office	Supporting Department(s)/Office(s)	
Engineering	Police	
Council Priority Areas	Estimated Completion Date	Estimated Cost
Transportation & Transit and Public Safety 	FY 2025-26	\$550,000 of one-time cost for consultant services and the addition of one FTE Engineering Position estimated at \$250,000*
		Funding Needed
		\$550,000 of one-time cost for consultant services and the addition of one FTE Engineering Position estimated at \$250,000*
Description of Required Work Effort		
Vision Zero is a sustained, systematic, and data-driven program with the purpose of eliminating traffic fatalities and serious injuries. Vision Zero is based on the concept of shared responsibility for roadway safety. The Vision Zero program (Program) has four key components: traffic safety improvement, enforcement of traffic laws, public outreach and traffic safety education, and ongoing monitoring and evaluation of traffic injury data for the purpose of prioritizing corrective actions. Currently, the City’s Engineering and Police Departments provide traffic safety improvement and enforcement of traffic laws which are components of Vision Zero strategy, and this is accomplished with current staffing levels and budget. For example, Engineering is managing two Projects: Citywide Safety Assessment, Project No. 4293, and the Citywide Traffic Modeling Project No. 4297. These Projects identify traffic and congestion patterns as well as safety mitigation strategies. Recommended improvements from these Projects will be programmed into future Capital Improvement Programs (CIP). The Police Department uses a three-prong approach towards traffic safety. This includes prevention, deterrence, and enforcement of traffic violations. Prevention programs include community education. The Police Community Relations Unit provides traffic safety presentations to schools within the City upon request and has previously provided bicycle helmets to children to reduce critical injuries if an accident does occur. The Milpitas Police Department Traffic Safety Unit also provides education in addition to enforcement. Traffic safety messages are distributed to the community during presentations and through social media. Grant funding from the Office of Traffic Safety (OTS) is used to conduct traffic safety education presentations to youth and adult community members, to conduct		

City Council Referral

(requires more than 4 hours of staff time)

seatbelt and child safety seat enforcement, to crosswalk/pedestrian enforcement, to conduct traffic enforcement in areas of increased collisions, to conduct increased enforcement for speeding, red light and stop sign violations. The Milpitas Police Department refers to these measures generally as traffic safety education.

The Police Department deters the public from using unsafe driving practices by having a visible presence in the community and the deployment of radar trailer in areas particularly prone to bad driving habits and accidents.

Patrol Officers and Traffic Safety Officers conduct traffic enforcement as part of their daily duties. The Milpitas Police Department uses data analysis to identify areas with a high frequency of violations and accidents. Traffic Safety Officers are regularly deployed in these areas for directed enforcement. The Police Department also participates in Countywide Multi-Agency Traffic Enforcement events. During these events, Traffic Safety Officers within the region gather in a particular jurisdiction to conduct enforcement.

Vision Zero Plan Development and Implementation

The first step of the Program is to establish a Plan, as requested in this referral. However, staff assumes that the City Council's intent is to also implement the Plan. In order to ensure continuity of developing and implementing the Plan, the Transportation & Traffic Section in Engineering would require the addition of one FTE. This position would establish the Vision Zero Task Force (Task Force), which would be crucial to provide input in the Plan development, and work with a Consultant to develop the Plan with input from internal and external stakeholders.

The Task Force would be comprised of several departments (Engineering, Public Works, Police), the Milpitas Unified School District (MUSD); local health providers; and other Milpitas Community stakeholders that would focus on the four key program components and develop solutions inclusive of community needs to eliminate serious traffic injuries and deaths.

After Council approval of the Plan, this position would coordinate and work with the Task Force, lead the citywide implementation of the programs outlined in the Plan working with internal and external stakeholders, and support Plan implementation including the required ongoing collection and evaluation traffic related data as well as ongoing public outreach and education activities. Further, once the Plan is approved by the Council, staffing needs in other departments would have to be evaluated.

Vision Zero Program Estimated Costs

The initial Project cost is estimated to be \$550,000 for the consultant and City administration as determined through recent discussions with a consultant. Implementation of a Vision Zero Plan also requires funding for ongoing costs and \$250,000 for the staff person assigned to guide the

City Council Referral
(requires more than 4 hours of staff time)

Item # 17.

development and implementation of the Plan Program. Additionally, once Council approves the Plan, staffing resources in other departments may have to be evaluated.

If the City Council approves this referral, staff recommends bringing the referral back for Council consideration as part of the development of the FY 2023-24 budget for the FY 2023-24 Preliminary Budget Study Session and the 2024-2028 Capital Improvement Program (CIP) for the 2024-2028 Proposed CIP Study Session.

Status Update as of July 2022

Not Started as current workload and staffing level within the Transportation and Traffic Engineering Section would not permit starting a Vision Zero effort at this time.

Council Clarification/Further Direction Requested

Other Considerations

A successful Vision Zero strategy is a time and resource-intensive program and is not a one-time effort. The program involves the ongoing active monitoring and evaluation of traffic and accident-related data which would be provided to a new Vision Zero Task Force to develop policies, actions, and improvements supported by the community through outreach and education efforts. Currently, the Engineering Department does not have staffing levels that would permit a person to be committed to the development and implementation of a Vision Zero Plan.

* Does not include costs for infrastructure improvements or staffing needs potentially identified in the Plan

City Council Referral
(requires more than 4 hours of staff time)

Item # 17.

Category and Topic No.	Topic:	Requested by:
MISCELLANEOUS CC07	Establish a Strategic Property Acquisition Revenue (SPAR) fund for Real Estate Opportunities	Vice Mayor Montano
Lead Department/Office	Supporting Department(s)/Office(s)	
Economic Development	Finance	
Council Priority Areas	Estimated Completion Date	Estimated Cost
Economic Development & Job Growth and Governance & Administration 	TBD	TBD
		Funding Needed
		TBD
Description of Required Work Effort		
Per the City Council adopted Economic Development Strategy (May 5, 2020), Strategy 32.1. states to “Identify Funding Options for Strategic Property Acquisition Revenue (SPAR) Fund, Develop, and Adopt SPAR Fund.” In addition, the City Council adopted the General Plan 2040 on March 9, 2021, and Action ED-2a affirms staff to “Establish a Strategic Property Acquisition Revenue (SPAR) fund to support land acquisition, development and long-term revenue opportunities.” The SPAR fund would enable the City of Milpitas to leverage ongoing revenues and strategically acquire and assemble land in the Gateway/Main Street Specific Plan and Milpitas Metro Specific Plan areas to achieve the City’s economic development goals, investment, and growth opportunities. The SPAR Fund would be a unique account established by the City to specifically move on available real estate opportunities quickly. The acquisition of properties in key locations within priority development areas will play a critical role in the early operation of the SPAR Fund for site assembly and public/private partnerships. The cost of acquisition for an acre of land in Milpitas ranges approximately from \$4-\$5 million. Seed funding for this fund could come from the City’s surplus revenues. For example, an annual budget allocation of \$500,000 from surplus revenues over a period of 10 years, assuming ongoing appreciation of land values, would be needed to allow the City to purchase an acre of land in the future. Allocating \$1 million annually, would fund the SPAR fund within 5 years. If the City Council approves this referral, staff recommends bringing the referral back for Council consideration as part of the development of the FY 2023-24 budget for the FY 2023-24 Preliminary Budget Study Session.		
Status Update as of July 2022		
As part of the Gateway/Main Street Specific Plan, subconsultant BAE will explore SPAR fund opportunities within this program area. In addition, BAE will evaluate the portfolio of City-owned		

City Council Referral

(requires more than 4 hours of staff time)

properties and estimate revenue generation potential, any required initial investment, and timing of potential revenue. Using market data, as well as information from recently commissioned City appraisals, BAE will prepare a matrix that shows each property's highest and best use, permitted uses, AB 1486 Surplus Public Lands Act applicability, property values, potential lease income, and disposition strategy options to generate one-time or ongoing revenue that can flow to the SPAR fund. Cost to operate the SPAR fund will be formulated through conferring with City staff. The result will be BAE preparing a draft and final technical memo with the data, analysis, and findings.

Council Clarification/Further Direction Requested

Since the City Council has already adopted the Economic Development Strategy and General Plan 2040, which calls for identifying funding options and establishing a SPAR fund, staff is seeking additional direction on the following:

- Should staff bring back a discussion during the budget process on the specifics of the amount, timing, and mechanism to establish and maintain a SPAR fund on an ongoing basis?
- Should the SPAR fund be used to lead the development of opportunity areas through site assembly and public/private partnerships as well as ground leases for long-term revenue sources?

Other Considerations

Once established, the SPAR fund may be financed on an ongoing basis through General Fund surpluses.

Leasing real property serves several purposes: (1) preserve the value of an asset while having a tenant assume the costs of maintenance, (2) promote economic development, social goals, and other City objectives, and (3) generate revenue to the City through rent and a portion of possessory interest taxes.

One of the downside risks is that return on investment (ROI) may take a while given the estimated amount needed to purchase real property and increasing property values in Milpitas.

City Council Referral
(requires more than 4 hours of staff time)

Item # 17.

Category and Topic No.	Topic:	Requested by:
MISCELLANEOUS CC08	Memorial Plaque in honor of youth skateboarder that passed away	Vice Mayor Montano
Lead Department/Office	Supporting Department(s)/Office(s)	
Recreation & Community Services	Public Works	
Council Priority Areas	Estimated Completion Date	Estimated Cost
Community Wellness & Open Space 	June 2022	\$10,000
		Funding Needed
		\$4,000
Description of Required Work Effort		
Staff will need to identify and reach out to the family on the youth skateboarder and permission to install a memorial plaque for their son. Once permission is obtained, staff would need to coordinate the best and safe location for a plaque, size and wording, contract for the pouring of a concrete base, order the plaque and have it installed. After the installation of a memorial plaque, an unveiling for the family and the public is typically planned. This effort includes further coordination with the family, marketing collateral creation, and outreach to the public. This item would require an estimated 30 hours of staff time of approximately \$6,000, and estimated supplies and material costs of \$4,000.		
Status Update as of July 2022		
Staff reached out to Skatepark contacts as to the possible identity of the youth skateboarder. Information staff received was that the skater who passed away in October 2018 after a skating accident on Old Calaveras Rd. was 24 years of age. The family placed a memorial bench in his honor at the ranch (private property) at the accident site, following his passing.		
Council Clarification/Further Direction Requested		
Other Considerations		
The Skatepark opened in October 2020 and has since held several successful Skate Events at the site. An alternative to the installation of a memorial plaque would be dedicating a future skating event to the resident skater that passed away, where friends and family would work with staff to incorporate elements of the event that would celebrate the loved one.		

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS
AUGUST 16, 2022**

ATTN: Item # 17.

Group 4 – items that have been completed, deferred, or withdrawn						
No.	Topic	Requested By	Date Requested	Requires more than 4 hours of additional staff time	Department/ Office	Status
1	Add Green Bike Lanes	Tran, Montano	9/17/2019	N/A	Engineering	Included in CIP
2	Adopt Resolution similar to County's re: xenophobia, discrimination	Dominguez	4/21/2020	N/A	CMO, CAO	Added to the consent calendar and adopted Resolution on 5/5/2020
3	BMR Homes sub-lease option during COVID-19	Chua	1/19/2021	No	CAO, Building & Housing	Info Memo sent on 4/26/2021
4	Bring back update report & discuss status of playing fields for girls' softball in Milpitas	Dominguez	10/20/2020	N/A	CMO, Recreation	Discussed on 02/11/2021, amended JUA for Russell approved on 6/15/2021
5	Celebrate Mexican Independence Day annually on September 16	Montano	6/2/2020	N/A	Recreation	Approved on consent 8/18/2020
6	Community Theatre, perhaps with MUSD	Núñez, Phan	8/20/2019	N/A	Recreation, CMO	Discussed @ CIP Study Session on 4/14/2020; councilmembers asked outdoor amphitheater to be placed into the tail end of 5 year CIP
7	Community Workforce Agreement (PLA)	Phan	2/18/2020	Yes	CMO, CAO, Engineering	Council voted to remove this item from the list on 2/02/2021 per CM Phan's request
8	Consider adding state certification NEC for electrical work done in the City (safety)	Dominguez	6/30/2020	N/A	Building & Housing	Not needed, staff is certified
9	Consider change in Commission structure, on term limits	Tran	12/15/2020	N/A	Recreation, CMO	Completed on 1/19/2021
10	Consider Community Museum and Park on Main St.	Phan	8/20/2019	N/A	CMO	To be considered as part of Specific Plan process
11	Consider naming "Milpitas Hills"	Dominguez	10/20/2020	Yes	Econ. Dev.	Deferred indefinitely on 2/02/2021; did not receive a majority vote from 2/02/2021 council meeting
12	Consider satellite consular offices (post Covid)	Montano	6/2/2020	Yes	CMO	Deferred indefinitely per VM Montano's request on 2/02/2021 council meeting
13	Discuss a "safety first" or other event in lieu of National Night Out (per CAC)	Phan	10/20/2020	Yes	Building & Housing, Police	Remove from the list per CM Phan's request on 2/02/2021 council meeting
14	Discuss budget reductions in next FY with input from residents, employees	Núñez	10/6/2020	N/A	Finance, CMO	On 10/20/2020, to 11/10, 11/17
15	Discuss having 4th of July parade	Núñez	2/18/2020	N/A	Recreation	No longer under discussion
16	Discuss potential litigation - re: govts' action on Jamboree-Project Homekey	Tran	10/6/2020	N/A	Building & Housing, CMO, CAO	Multiple Closed Sessions - Oct. 2020
17	Discussion of campaign finance reform and/or Open Government Ordinance	Phan	6/30/2020	N/A	City Clerk, CAO	Withdrawn @ 8/4/2020 CC meeting
18	Discussion of Minute Man as City's image, when City branding comes back	Phan	8/18/2020	N/A	CMO	Staff and consultant presented the item on 5/4/2021, due to the late hour it was deferred to a future meeting. Council provided input that the Minute Man discussion will not be pursued further.
19	Discussion on possible tax measures	Tran, Phan	4/21/2020	N/A	Finance	Done on 5/15/2020
20	Discussion/staff report on Beautify Milpitas, graffiti abatement, resources	Montano	6/30/2020	Yes	CMO, PW	City Council approved the Beautify Milpitas program on June 1, 2021
21	Economic Development Corporation (EDC)	Montano	12/15/2020, 01/05/2021, 01/19/2021, 01/26/2021	Yes	CMO, Econ. Dev.	Deferred on 4/20/2021
22	Emergency item for next agenda: extend tenant eviction protections	Dominguez	6/16/2020	N/A	Building & Housing, CAO	Withdrawn, covered by other govt
23	Emergency request to cap rents on small businesses (tenants) in Milpitas	Dominguez	10/6/2020	N/A	Econ. Dev., CAO	On 12/01/20. Not supported
24	Establish "ADU Mondays"	Chua	1/5/2021	No	Building & Housing, Planning	Launched in March 2021
25	Establish a Day Worker Program	Montano	6/16/2020	Yes	CMO	Mayor & Vice Mayor to brainstorm in future; Council voted to remove this item from the list on 2/02/2021 per VM Montano's request
26	Establish Milpitas coronavirus testing site	Phan	4/7/2020	N/A	FCMO, Fire, CAO	Completed
27	Expedite process for Measure F Oversight Committee	Chua	12/15/2020	N/A	Finance	Staff explained planned process, appts. were approved by Council in March 2021
28	Form "Beautify Milpitas" subcommittee - for a future Task Force or Commission	Chua	12/15/2020	Yes	CMO, PW	Council approved the Beautify Milpitas program on June 1, 2021. No subcommittee to be formed.
29	Form a Historical Commission	Montano	6/2/2020	N/A	Recreation, CMO	Already part of PRCRC. Commission discussed on 01-05- 2021, no change
30	Form a Homelessness Task Force	Tran	12/15/2020	N/A	CMO	Approved by Council on 1/5/21
31	Info. on new SB 50 (housing, transit bill)	Phan	1/7/2020	N/A	Building & Housing	Sent memo to City Council
32	List of city charges/costs that could be waived for small businesses	Dominguez	6/16/2020	N/A	Finance, Econ. Dev.	6/30/2020 info memo
33	Maintain Dagupan, P.I. as a Sister City	Tran, Montano	9/17/2019	N/A	CMO	Approved the renewed MOU continuing the Sister City relationship on 12/17/2019
34	Mayor shall recommend a Milpitas resident to serve on VTA Bike Committee	Dominguez	11/17/2020	N/A	Engineering	12/15/20: resident Kristal Caidoy appointed to VTA BPAC

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS
AUGUST 16, 2022**

Item # 17.

Group 4 – items that have been completed, deferred, or withdrawn						
No.	Topic	Requested By	Date Requested	Requires more than 4 hours of additional staff time	Department/ Office	Status
35	No on possible ban on vaping, yes on restricting smoking in multi-unit bldgs	Montano	1/7/2020	Yes	Planning, Recreation, CAO	Ordinance for multi-unit buildings adopted on 6/15/2021
36	Opportunity to share ideas for US census & on City "sponsored" events	Dominguez	9/1/2020	N/A	CMO	12/01: remove census topic, move events to CC retreat 2021; at 1/12 retreat Council direction to cease
37	Parade for MHS Trojans Football	Tran, City Manager	1/21/2020	N/A	Council	1/28/2020
38	Performance Evaluation (Contract) of City Attorney	Tran	1/5/2021	N/A	Council, CAO	Multiple Council closed session discussions held. Council voted to move to a full time in-house City Attorney on 6/21, additional direction on next steps to be provided to staff in August.
39	PG&E power outage plan presentation to Council	Tran	1/19/2021	No	CMO	Presented to Council on 3/16/2021
40	Plan to put utility fines into a fund to help small businesses in the City	Montano	12/15/2020	N/A	Finance	Directed staff on 2/02/2021 to approve policy recommendations temporarily suspending penalties for delinquent fire permit fees, and delay or waive business lic. tax collections but no direction to create a separate fund. On 2/16/2021 Council approved waiving business license penalty between Jan 1 - May 31, 2021. Also, the utility late fee and water shut off have been suspended consistent with State Emergency Order (through Sept 31, 2021). Also, Council allocated ARPA funds to assist small businesses.
41	Policy for Proclamations and Commendations	Núñez, Phan	8/20/2019	N/A	CMO	Withdrawn 6/2/2020
42	Policy for Social Media	Núñez, Phan	8/20/2019	N/A	CMO, CAO	Withdrawn 6/2/2020; policy already approved by Council
43	Pollination protection	Dominguez	1/5/2021	Yes	CMO	Deferred on 2/02/2021; did not receive a majority vote on 2/02/2021 council meeting
44	Postponement (not waiver) of penalties related to City business fees	Tran	1/5/2021	N/A	Finance	On 2/16/2021 Council approved waiving penalties until May 31. The suspension of penalties is now no longer in effect.
45	Proclamation and support for face coverings	Montano	4/7/2020	N/A	CMO, CAO	4/21/2020. CC directed City Manager to issue regs
46	Propose building height limits in area east of Milpitas Blvd.	Tran	12/15/2020	Yes	Planning	Deferred for one year from 2/02/2021 Council meeting
47	Read "Code of Conduct" aloud prior to each City Council meeting	Montano	6/2/2020	N/A	CAO	Approved 8/18/2020. City Attorney began this practice 9/01/20
48	Rename Augustine Park to include "Sunnyhills"	Tran, Montano	9/17/2019	N/A	Recreation	Approved on 2/4/2020
49	Rename portion of Dixon Landing Rd., as Barack Obama Boulevard	Núñez, Phan	8/20/2019	N/A	Planning, CMO	Deferred indefinitely
50	Report from staff on 2nd federal stimulus package - action plan on funds	Chua	12/15/2020	N/A	CMO, Finance	Info Memo sent to Council on 12/23/2020
51	Report on parking in The Pines	Núñez	1/7/2020	N/A	Engineering	2/18/2020
52	Report on speed cameras like Fremont (radar displays) - no enforcement	Phan	1/7/2020	N/A	Police	1/28/2020, 3/24/2020, 4/14/2020
53	Request for Dumpster Days	Tran	1/7/2020	N/A	PW	Program initiated in Spring 2021
54	Resolution in support of elimination of discrimination v. women	Dominguez	1/7/2020	N/A	CMO, CAO	5/19/2020 Reso. Adopted 8/04/2020 Ord. adopted
55	Resolution on financial status of the City, steps to be taken	Núñez	8/18/2020	N/A	Finance	Resolution adopted 9/01/2020
56	Responsible Construction Ordinance	Phan	2/4/2020	N/A	CAO, Building & Housing	Ordinance adopted on 02/02/2021
57	Revise Community Garden Strategy	Dominguez	1/5/2021	Yes	Recreation	Deferred on 2/02/2021; did not receive a majority vote on 2/02/2021
58	Revisit CC Housing Subcommittee, consider dismantling ; bring items to Council	Dominguez	11/10/2020	N/A	Building & Housing, CMO	12/01/20: Did not vote to eliminate Subcommittee
59	Revisit contract provisions of executive staff (CM + CA) best working environment	Phan	11/10/2020	N/A	Council, CMO, CAO	Discussed @ Closed Session 11/17/2020
60	Schedule and host a "Milpitas Business Expo" in late 2021	Chua	12/15/2020	Yes	Econ. Dev.	Did not receive a majority vote from 2/02/2021 council meeting
61	Street/traffic calming update	Núñez	1/7/2020	N/A	Engineering	3/3/2020
62	Support community distribution of masks	Dominguez	4/7/2020	N/A	CMO, Fire, Recreation	Councilmembers supported at the 4/21/2020 Special Council meeting
63	Support for Laura's Law	Phan	2/4/2020	N/A	CMO, CAO	Supported @ 5/19/2020 council meeting
64	Update "My Milpitas" App for COVID- 19 information	Phan	1/5/2021	N/A	PW, IT	Updated App to provide links
65	Update on planning grant for ADU marketing.	Chua	1/5/2021	No	Planning	Presented to Council on 4/06/2021
66	Update on trash problems in homeless camps	Chua	1/19/2021	No	PW	Info Memo sent 1/24/2021
67	Vaccine distribution plan - add testing locations and expedite mass vaccine distribution	Phan	1/19/2021	Yes	CMO, Fire	COVID-19 mobile testing transition to vaccine distribution info memo was sent on 1/22/2021; SCC and MFD launched mobile vaccination on 4/5/2021, in-home vaccination program started on 4/15/2021
68	Vote on County 2020-2025 Plan to end Homelessness	Dominguez	11/17/2020	N/A	CAO, CMO	12/1/20 adopted Resolution in support
69	Amend Accessory Dwelling Units (ADU) ordinance to address unpermitted ADUs	Chua	1/5/2021	Yes	Building Safety & Housing, Planning	Safe ADU Legalization Program is launched on 3/24/2022, utilizing ARPA funding. No Ordinance amendment is necessary.

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS
AUGUST 16, 2022**

Item # 17.

Group 4 – items that have been completed, deferred, or withdrawn						
No.	Topic	Requested By	Date Requested	Requires more than 4 hours of additional staff time	Department/ Office	Status
70	Amend Ordinance to remove affordable housing in-lieu fee	Chua	12/15/2020	Yes	Building Safety & Housing, CAO	Amended Affordable Housing Ordinance adopted on 2/1/2022.
71	Below Market Rate (BMR) units - process for selecting applicants	Chua	10/19/2021	Yes	Building Safety and Housing, CAO	Info Memo sent to Council on 1/14/2022 and 3/17/2022.
72	Consider rescinding direction given on 1355 California Circle project and allow the project application to move forward without being tied to a specific plan (Original request was for item to be placed on November 2 agenda)	Chua	10/19/2021		Planning, CAO	Staff is working with the developer on options to move the project forward.
73	Consider "Old Town" Main St. revitalization, funding, economic dev., improve area	Montano	12/15/2020	Yes	CMO, Planning, Engineering, Finance	Council provided direction to move forward with revitalization efforts on May 11, 2021. Staff is working on various items related to revitalization and have provided subsequent updates to the Council in October and to the Main Street Revitalization Subcommittee in September and November.
74	Create an "Incentive Corner," which will be a sub-page with links to different freebies, grants, and incentives from the City and the regions, including the Water District and Silicon Valley Clean Energy	Chua	8/17/2021	No	Information Technology, Public Works	"Incentive Corner" webpage is live on the City's website. Banner posted on 3/28/2022.
75	Donate old, obsolete, noncompliance items from the Fire Department to Sister City Dagupan Philippines	Chua	8/9/2021	Yes	Fire, CAO, Finance	Council approved the resolution for donations of personal protective equipment on March 1, 2022 and staff implemented the program by the end of March.
76	Extend the outdoor dining options through March of next year	Phan	9/21/2021	No	Planning	Planning Director to provide information on current outdoor dining extension
77	Fee waiver for the Chamber of Commerce for either the Oktoberfest or Arts and wine Festival	Montano	3/1/2022	Yes	Recreation	Staff reached out to the Chamber of Commerce. The Chamber may seek a fee waiver next fiscal year.
78	Fee waiver for the Christian Worship Center's Easter Egg Hunt event	Tran	3/1/2022		Recreation	The City Council approved a fee waiver for this event on April 5, 2022.
79	Fee waiver for the Kiwanis Annual Crab Feed event	Tran	3/1/2022		Recreation	Approved at the 3/15/2022 Council Meeting
80	Guide small businesses on ADA (Americans with Disabilities Act) requirements due to the quick changes made to facilities during the pandemic	Chua	8/5/2021	No	Economic Development	SVEDA/SV Joint Venture hosted the "SV Small Businesses & ADA Compliance" webinar on 11/3/21. Several Milpitas business reps, & staff from Econ. Dev. & Building participated. Staff met with reps from CA Comm. on Disability Access to discuss business education & outreach.
81	Host a Townhall at City Hall in January, February, and March for the community to share comments about the issue of the unhoused	Tran	11/2/2021	Yes	CMO, CAO, Police, Public Works	Deferred by Mayor Tran because of public health status
82	Illegal dumping	Phan	10/5/2021	Yes	Public Works	Info Memo sent to Council on 2/25/2022
83	Incorporate a Press Release Policy (if there is an existing policy) in the City Council Handbook	Tran	8/17/2021	Yes	CMO, CAO	The City Council Handbook was adopted at the Jan. 11, 2022 City Council meeting.
84	Increase number of commission members from seven to nine on the Parks, Recreation and Cultural Resources Commission	Montano	10/5/2021	Yes	CMO, Recreation, City Clerk	Council approved Bylaw changes at the April 19 Council meeting
85	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	6/15/2021	Yes	Public Works	On October 19, 2021, the Council approved a contract amendment with the Santa Clara Valley Water District (District) to match the District's rebate amount and to authorize the City to manage the "Lawn Buster" program with "Our City Forest" on behalf of the District. On December 14, 2021, Council approved a contract with "Our City Forest."
86	Increase the number of local businesses doing business with the City	Chua	4/6/2021	Yes	CMO, Economic Development, Finance	At 8/9/2021 Council meeting, Council voted that this item may have to come back for additional discussion because there may be some legal considerations.
87	Job fair with 20 local businesses to be held soon and an additional one in the fall with the Chamber taking a larger role and the City providing some support	Chua	6/1/2021	Yes	Economic Development	
88	Look into reducing rates for the seniors and low-income families for Sports Center activities	Montano	2/1/2022	Yes	Recreation, Finance	The FY2021-22 Adopted Fee Schedule includes discounted membership and fitness passes for Seniors; low-income families can apply for membership and fitness pass discounts through the Milpitas Assistance Program
89	Memorialize those that have passed due to COVID-19 in Milpitas	Dominguez	3/2/2021	Yes	CMO, Recreation	At 8/9/2021, Council provided input that COVID-19 had not yet passed and that the discussion about a memorial should be had at a future time.
90	Mini-libraries in the low-income areas of the City	Montano	4/20/2021	Yes	Planning	Discussed on 8/9/2021, staff to follow up with Vice Mayor Montano on specific vision. Staff met with the Vice Mayor. The City will continue to facilitate libraries as needed but will not take a lead role in funding or operating them.
91	Outreach to notify the community of the trash voucher program	Chua	9/7/2021	No	Public Works	Staff provided an Information Memorandum regarding the pilot program on April 6, 2022.
92	Proclaim Saturday, March 19, 2022 as Chez the Ice Cream Man Appreciation Day	Tran	3/1/2022	No	City Clerk	Proclaimed at the 3/15/2022 Council Meeting
93	Provide Commissioners appreciation gifts	Chua	10/19/2021	Yes	CMO, Finance	Staff placed the order of fleece jackets the week of March 14th. Depending on the stock, the appreciation gifts will be distributed during the first two weeks in April 2022.

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS
AUGUST 16, 2022**

Item # 17.

Group 4 – items that have been completed, deferred, or withdrawn						
No.	Topic	Requested By	Date Requested	Requires more than 4 hours of additional staff time	Department/ Office	Status
94	Reduce the park rental fees for the Samuel Ayer High School reunion	Montano	2/1/2022	No	Recreation	Approved at 3/15/2022 Council meeting. Info Memo on City Council Policy on Fee Waivers & Reductions was sent out on 3/8/2022
95	Reduce the City's Senior Center facilities deposit for the Auditorium/Community Room	Montano	5/4/2021	Yes	Recreation, Finance	Council approved the reduction of the facilities deposit as part of the adoption of the FY 2022-23 Master Fee Schedule Resolution. Will be brought forward on 4/19 as part of Master Fee Schedule discussion.
96	Requested a meeting for the subcommittee for the Old Town Main Street be scheduled next month	Montano	1/18/2022	No	CMO	The Subcommittee meeting was held on April 12 at 4:30pm.
97	Requested discussion and for staff to look at creating a pilot project to accommodate pickleball at Peter Gill Park and would like a feasibility study with a goal of making these courts multi-purpose	Chua	11/16/2021 1/18/2022	Yes	CMO, Recreation, Engineering, Public Works	City Council approved the pilot on 3/15/2022
98	Require implicit bias training for City Council, Commissioners & staff	Dominguez	6/16/2020	N/A	Human Resources	This item has been completed. The training was held on January 7, 2022 (for City Council) and various dates for staff. Training information was also sent to all Commissioners.