



REGULAR MEETING OF THE MILPITAS CITY COUNCIL

AGENDA

TUESDAY, SEPTEMBER 6, 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.milpitas.gov/youtube>

Web Streaming: <https://www.milpitas.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_KttXtzD3Su6CeK39B7ZiVA

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 Dominguez)

PRESENTATIONS (7:05 PM)

- Presentation of Homeless Prevention, Unhoused Services and Bicycle Facility Funding by Assembly Member Alex Lee
- National 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)

PUBLIC FORUM (7:20 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 (7:25 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 Calendar of Meetings for September 2022 (Staff Contact: Suzanne Guzzetta, Acting City Clerk, 408-586-3001)

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

C2. Approve City Council City Council Regular Meeting minutes of August 16, 2022 (Staff Contact: Suzanne Guzzetta, Acting City Clerk, 408-586-3001)

Recommendation: Approve City Council Regular Meeting minutes of August 16, 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 and Review the List of Agenda Items Requested by City Councilmembers (Contact: Suzanne Guzzetta, Acting City Clerk, 408-586-3001)

Recommendation: Review the list of items that have been requested by City Councilmembers and provide direction to staff as necessary. No substantive discussion about any specific item shall occur and the City Council shall hold all debate about the item until it is scheduled as a full agenda item.

C5. 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)

Recommendation: Move 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.

C6. Review and Accept the 2022 Legislative Season Action Report and Direct Staff to Issue a Request for Proposals for Federal and State Legislative Advocacy Services (Staff Contact: Ashwini Kantak, Assistant City Manager, 408-586-3053, and Walter C. Rossmann, Deputy City Manager, 408-586-3012)

Recommendation: Review and accept the Quarterly Legislative Season Action Report and direct staff to issue a request for proposals for Federal and State Legislative Advocacy Services.

C7. Consider the Recommendations from Mayor Tran for Appointments to the Youth Advisory Commission (Contact: Mayor Tran, 408- 586-3029)

Recommendation: Receive the recommendation from Mayor Tran and approve appointments to the Youth Advisory Commission.

C8. Confirm Appointment of Milpitas Unified School District Representative to the Energy and Environmental Sustainability Commission (Contact: Suzanne Guzzetta, Acting City Clerk, 408-586-3001)

Recommendation: Confirm appointment of Milpitas Unified School District representative Jared Acosta to the Energy and Environmental Sustainability Commission to an unexpired term ending October 2023.

C9. Approve the 2022 Youth Advisory Commission Scholarship Recipients (Staff Contact: Renee Lorentzen, Director of Recreation and Community Services, 408-586-3409)

Recommendation: Approve budget appropriation of \$1,500.00 to the Recreation and Community Services Department operating budget for three individual \$500.00 Youth Advisory Commission Community Service Scholarships.

C10. Adopt a Resolution Approving a Site Development Permit to Develop a New Two-story, Single-family Residence on a Vacant 4.67-acre Lot Located in the R1-H Single-family Residential Zoning District with a Hillside Combining District at 489 Vista Ridge Drive (Staff Contact: Ned Thomas, Planning Director, 408-586-3273)

Recommendation: Adopt a resolution approving Site Development Permit SD21-0011, subject to the attached Conditions of Approval, for a new two-story, single-family residence on a vacant 4.67-acre lot

located in the R1-H single-family residential zoning district with a hillside combining district at 489 Vista Ridge Drive and making findings of CEQA Exemption.

- C11. Approve Change Order No. 1 to the Contract with Trofholz Technologies for the Installation of Card Access Control and Monitoring Systems at Fire Stations in the Amount of \$39,162.70, Increasing the Total Project Not to Exceed Amount from \$104,324.42 to \$143,487.12 (Staff Contact: Roger Lee, Interim Public Works Director, 408-586-2602 and Chris Schroeder, Purchasing Agent, 408-586-3161)**

Recommendation: (1) Approve Change Order No. 1 to the contract with Trofholz Technologies for the installation of card access control and monitoring systems at Fire Stations in the amount of \$39,162.70, increasing the total project amount not to exceed from \$104,324.42 to \$143,487.12; and (2) Authorize the City Manager to execute one or more additional change orders related to the project to increase the maximum compensation amount to not to exceed \$158,487.12.

- C12. Approve and Authorize the City Manager to Execute the Five-Year General Services Agreement with Aramark Uniform Service for Citywide Uniform, Mat, and Linen Services for the not-to-exceed amount of \$240,916.30 (Staff Contact: Chris Schroeder, Purchasing Agent, 408-586-3161)**

Recommendation: Approve and authorize the City Manager to execute the five-year General Services Agreement with Aramark Uniform Service for Citywide Uniform, Mat, and Linen Services for the not-to-exceed amount of \$240,916.30.

- C13. Approve and Authorize the City Manager to Execute Amendment No. 2 to the Professional Services Agreement with WeHOPE for Mobile Shower, Laundry, and Case Management Services through January 15, 2023 for a Total Contract Amount of Not to Exceed \$86,552.00 (Staff Contact: Alex Andrade, Director of Economic Development, 408-586-3046, and Robert Musallam, Housing and Neighborhood Services Administrator, 408-586-3275)**

Recommendation: Approve and authorize the City Manager to execute Amendment No. 2 to the Professional Services Agreement with WeHOPE for Mobile Shower, Laundry, and Case Management Services through January 15, 2023, in the amount of \$15,000.00, for a total not to exceed contract amount of \$86,552.00.

- C14. Authorize and Approve Out-of-State Travel to Columbus, OH for City Manager Steve McHarris to Attend the Annual Conference of the International City/County Management Association to be held September 17 – 21, 2022. (Staff contact: Ashwini Kantak, Assistant City Manager, 408-586-3053)**

Recommendation: Authorize and approve out-of-state travel to Columbus, OH for City Manager Steve McHarris to attend the Annual Conference of the International City/County Management Association (ICMA) to be held September 17 – 21, 2022, for an estimated not-to-exceed amount of \$3,500.00 under the approved budget for Conferences/Trainings allocation for the City Manager's Office.

COMMUNITY SERVICES AND SUSTAINABLE INFRASTRUCTURE (7:35 PM)

- 15. Review the Proposed Youth Sports Scholarship Program City Council Policy and Provide Feedback to Staff (Staff Contact: Renee Lorentzen, Director of Recreation and Community Services, 408-586-3409)**

Recommendation: Review the proposed Youth Sports Scholarship Program City Council Policy and provide feedback to staff.

LEADERSHIP AND SUPPORT SERVICES (8:00 PM)

- 16.** **Appoint Members to the Convention on the Elimination of All Forms of Discrimination Against Women (CEDAW) Community Task Force (Staff Contact: Walter Rossmann, Deputy City Manager, 408-586-3012)**

Recommendation: (1) Approve the appointment of four (4) CEDAW Task Force members; and (2) consider Mayor's appointment of a City Councilmember to the CEDAW Task Force and move to confirm the appointment.

- 17.** **Introduce an Ordinance of the City Council of the City Of Milpitas Adding Chapter 9 ("Use of Rights-of-Way and Public Property") to Title X ("Streets and Sidewalks") of the Milpitas Municipal Code and Adding Section X-10-1.03 to Chapter 10 ("Structures or Objects on Sidewalks or Public Ways") to Title X ("Streets and Sidewalks") of the Milpitas Municipal Code (Staff Contact: Michael Mutalipassi, City Attorney, 408-586-3041)**

Recommendation: Following the City Attorney's reading aloud the title, move to waive the reading beyond the title and introduce an Ordinance of the City Council of the City of Milpitas Adding Chapter 9 ("Use Of Rights-of-way and Public Property") to Title X ("Streets and Sidewalks") of the Milpitas Municipal Code and adding Section X-10-1.03 to Chapter 10 ("Structures or Objects on Sidewalks or Public Ways") to Title X ("Streets and Sidewalks") of the Milpitas Municipal Code.

- 18.** **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".

- 19.** **Consider Nomination of a Member of the City Council to the Santa Clara County Unhoused Task Force for Appointment by the Santa Clara County Board of Supervisors (Staff Contact: Ashwini Kantak, Assistant City Manager, 408-586-3053)**

Recommendation: Consider Mayor's nomination of a Member of the City Council to the Santa Clara County Unhoused Task Force and move to confirm the nomination for Appointment by the Santa Clara County Board of Supervisors.

ADJOURNMENT (10:30 PM)

KNOW YOUR RIGHTS UNDER THE OPEN GOVERNMENT ORDINANCE

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

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

APPLY TO SERVE ON A CITY COMMISSION

Commission application forms are available online at www.ci.milpitas.ca.gov or at Milpitas City Hall. Contact the City Clerk's Office at 408-586-3001 for more information.

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

August 2022						
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October 2022						
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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 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 (Civic Center Plaza)	
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 5:00 PM Odor Reduction Ad Hoc Subcommittee (RT/CM) 6:00 PM -Community Workshop #3 for the Draft Housing Element (virtual)	14 7:00 PM -Planning Commission 7:00 PM -Silicon Valley Clean Energy Board of Directors (EC)	15 9:00 AM -Milpitas SMART Kick-Off Event (Milpitas City Hall Parking Lot) 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 (Milpitas Library) (EC)	20 7:00 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	28 7:00 PM -Planning Commission	29	30	

**Finance Subcommittee will meet only as needed*



REGULAR MEETING OF THE MILPITAS CITY COUNCIL

MINUTES

TUESDAY, AUGUST 16, 2022

CITY COUNCIL CHAMBERS, 455 E CALAVERAS BLVD, MILPITAS, CA
7:00 PM

The City Council of the City of Milpitas convened on the regular City Council meeting day of June 21, 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 regular City Council meeting to order at 7:03 PM. Roll call was taken by Acting City Clerk Guzzetta.

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

ABSENT: Councilmember Dominguez.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Tran.

INVOCATION

Councilmember Phan led the invocation.

PRESENTATIONS

Councilmember Chua presented a proclamation recognizing Women's Equality Day.

Vice Mayor Montano presented commendations to members of the Milpitas North Valley PAL 12U All Stars

Mayor Tran and members of the City Council presented a commendation and Key to the City to outgoing Public Works Director Tony Ndah.

PUBLIC FORUM

The following people spoke under Public Forum:

1. Warren J. Wettenstein, Milpitas Chamber of Commerce
2. Carol Chang
3. Isaac Stringer
4. Frank Bush
5. Andrew Fry
6. Christopher Denise
7. Anil Patel
8. Brian Estes, Olinger's Real Estate
9. Inderjit Mundra, Milpitas Chamber of Commerce

ANNOUNCEMENTS AND FUTURE AGENDA ITEMS

Councilmember Chua made the following requests:

1. City Manager or Deputy City Manager to look into underutilized areas of parks or a portion of parks not being used and develop for use in the future.
2. City Attorney investigate moving the City Clerk's office into a direct report to the City Council.

Vice Mayor Montano announced the recent first celebration in Milpitas for Indian Independence Day. She made the following request:

1. Discuss converting vacant lot that was a basketball court into a community garden at Vasona and Adobe.

Vice Mayor Montano noted that she received a letter from First Five thanking the City for funding future childcare programs.

Mayor Tran recognized individuals responsible for bringing Pickleball to Milpitas Parks including Public Works Director Tony Ndah and Councilmember Chua.

ANNOUNCEMENT OF CONFLICT OF INTEREST

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 16, 2022 Regular Meeting Agenda and postpone Item C5 to September 6, 2022.

Motion/Second: Mayor Tran / Vice Mayor Montano

Motion carried by the following:

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

NOES: None

ABSENT: Councilmember Dominguez

CONSENT CALENDAR

Motion: to approve the consent calendar and postpone Item C5 to September 6, 2022.

Motion/Second: Mayor Tran / Vice Mayor Montano

Motion carried by the following:

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

NOES: None

ABSENT: Councilmember Dominguez

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

Received 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)**

Approved 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)**

Received 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)**

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) 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)**

Postponed to September 6, 2022 Regular City Council meeting.

- 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)**

Moved to waive the second reading and adopted **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

- 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)**

Approved 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)**

Authorized and approved 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 Appointed 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)

Adopted **Resolution No. 9188** 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)

Approved 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)

Received and reviewed the FY 2021-22 Annual Report of Sole Source Contracts.

PUBLIC HEARINGS

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)

Public Works Director Ndah presented the staff report.

Mayor Tran opened the public hearing

There were no public speakers.

Mayor Tran closed the public hearing.

Motion: To 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

Motion/Second: Mayor Tran / Councilmember Chua

Motion carried by the following:

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

NOES: None

ABSENT: Councilmember Dominguez

COMMUNITY DEVELOPMENT

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

Director of Economic Development Andrade and Special Project Associate Truong presented the report. Director of Economic Development Andrade responded to questions from Council.

There were the following speakers:

1. A member of the public
2. Wendi Mahaney-Gurahoo
3. Antonio Fuentes

Vice Mayor Montano asked staff to investigate adding anti-theft signs in shopping centers as part of the framework. Assistant City Manager Kantak responded that Council Prioritization included an item on safety in Milpitas shopping centers.

After discussion, Council received the 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)

Planning Director Thomas introduced the report. Raimi & Associates Consultant Sensenig presented the report.

There were no public speakers.

Vice Mayor Montano asked if the depth of retail space on the ground floor in Mixed Use Developments be covered as part of the Objective Design Standards.

Councilmember Phan asked to explore including pre-approved plans for smaller scale projects such as ADUs to further incentivize and streamline the process. Planning Director Thomas indicated that preapproved plans for ADUs have been the subject of conversation between the Planning Department and Building Safety & Housing Department several times and will be considered separately for a future update.

After discussion, Council received the report.

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

Received a Report on the Homekey Project at 1000 Hillview Court.

Assistant City Manager Kantak introduced the report. Jamboree Chief Impact Officer George Searcy presented the report joined by Director Consuelo Hernandez from the Santa Clara County Office of Supportive Housing, and Hyder Regional Manager Paige Range. Police Chief Hernandez and Fire Chief Sherrard presented Calls for Services data showing a significant increase of public safety resources dedicated since the opening of Project Homekey.

Mayor Tran expressed concern about crime and its effect on the surrounding neighborhood and noted he was looking to Jamboree to play a pivotal role in area safety. He asked for the following:

- 1) Provide an estimate of the Fiscal Impact of Public Safety response to 1000 Hillview Court.
- 2) Jamboree coordinate with City contractual services related to removing shopping carts.
- 3) Partner with Milpitas Police Department for periodic canine patrols.
- 4) Property owner put up fencing around the property to limit tenant spillover into neighboring properties.

Councilmember Chua recommended the onsite property management figure out a policy for utilizing the onsite property management team rather than public safety for those calls they can handle.

Councilmember Phan asked to have a report of success stories and to hear more about outreach efforts to get Milpitas unhoused residents registered for and applied to the program.

There were the following speakers:

1. Allysson McDonald

Vice Mayor Montano commented that the screening process needs to be improved and recommended sending a letter providing crime statistics from the staff presentation to Supervisor Otto Lee and asking if the County would fund a full-time police officer for the Homekey Site.

Mayor Tran directed staff to draft a letter from Vice Mayor Montano and Councilmember Chua to Supervisor Otto Lee requesting county funding to fund one full-time police officer for the 1000 Hillview Court site. Councilmember Chua asked to include language to the Supervisor asking to provide additional funding for a Supportive Housing Specialist to address mental health, drug and alcohol issues for the site.

After discussion, Council received the report.

COMMUNITY SERVICES AND SUSTAINABLE INFRASTRUCTURE

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)

Postponed to the November 15, 2022 Regular City Council Meeting.

LEADERSHIP AND SUPPORT SERVICES

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)

Motion: To postpone to September 6, 2022 Regular City Council Meeting.

Motion/Second: Mayor Tran / Councilmember Chua

Motion carried by the following:

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

NOES: None

ABSENT: Councilmember Dominguez

ADJOURNMENT

Mayor Tran adjourned the meeting at 11:26pm.

Draft meeting minutes submitted by Acting City Clerk, Suzanne Guzzetta

TENTATIVE CITY COUNCIL AGENDA ITEM LIST

Item # C3.

as of 9/1/2022

September 20, 2022 – 3rd Tuesday

CLOSED SESSION

INVOCATION (assigned to Councilmember Dominguez)

PRESENTATION

- Ovarian Cancer Awareness Month (Proclamation)
- Hispanic Heritage Month (Proclamation)

CONSENT CALENDAR

1. Receive City Council calendar for September and October 2022 (Suzanne Guzzetta)
2. Approve City Council Regular Meeting Minutes of September 6, 2022 (Suzanne Guzzetta)
3. Preview list of items for October 4, 2022 (Suzanne Guzzetta)
4. Councilmember Request List (Suzanne Guzzetta)
5. Adopt a Resolution Updating the Conflict of Interest Code in 2020 and Amending List of Designated Disclosure Positions for the City of Milpitas (Suzanne Guzzetta and Michael Mutalipassi)
6. Approve City of Milpitas Commission Work Plans for FY 2022-23 (Walter Rossmann and Ashwini Kantak)
7. Q4 Fiscal Update (Lauren Lai)
8. Authorize the City Manager to Execute a Master Encroachment Agreement for Mobilitie, LLC, a Nevada Limited Liability Company for Installation of Network Facilities Within Public Right-of-Way (Steve Erickson and Roberto Alonzo)
9. Real Estate Broker Agreement (Alex Andrade)
10. Adopt a Resolution Authorizing the City Manager to Execute a Sole Source Annual Renewal Purchase Order with CentralSquare Inc. for Maintenance and Support of the Public Safety Computer Aided Dispatch System for \$129,264.92 (Daniel Nam)
11. Approval of City Manager Travel to Anaheim, CA to Attend American Planning Association California 2022 Conference 10/1 to 10/4 (Ashwini Kantak)
12. Second reading of an Ordinance Adding Chapter 9 to Title X and Section 1.03 to Chapter 10 of Title X of the Milpitas Municipal Code Relating to Use of Rights-of-Way and Public Property and Structures or Objects on Sidewalks or Public Ways (Michael Mutalipassi)

PUBLIC HEARING

13. Draft CAPER FY 2021-2022 (Alex Andrade)
14. Re-introduce Zoning Ordinance Amendment on Maximum Building Heights (Ned Thomas)

COMMUNITY DEVELOPMENT

15. Draft Housing Element (Alex Andrade)

LEADERSHIP

16. Proposed plan for State Funding (Ashwini Kantak and Walter Rossmann)

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS**

Item # C4.

OPEN REQUESTS				
Request No.	Topic	Submitted by:	Date Requested	STATUS and/or DATE scheduled on City Council meeting agenda:
1	Discuss converting vacant lot that was a basketball court into a community garden at Vasona and Adobe	Montano	8/16/2022	Item will be brought forward as part of the next City Council additional workplan items prioritization in December/January
2	City Attorney investigate moving the City Clerk's office into a direct report to the City Council.	Chua	8/16/2022	
3	City Manager or Deputy City Manager to look into underutilized areas of parks or a portion of parks not being used and develop for use in the future.	Chua	8/16/2022	Item will be brought forward as part of the next City Council additional workplan items prioritization in December/January
4	City Manager look into implementing a workshop for small businesses on the bidding process for projects in the city	Chua	8/9/2022	Item will be brought forward as part of the next City Council additional workplan items prioritization in December/January
5	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	Tran	8/9/2022	Item will be brought forward as part of the next City Council additional workplan items prioritization in December/January
6	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	Tran	8/9/2022	Staff is working with the Chamber to obtain the requested documentation
7	City Staff apply for the "Better Cities for Pets" Certification	Tran	6/21/2022	Item will be brought forward as part of the next City Council additional workplan items prioritization in August/September
8	Waive fees for family fundraiser at Milpitas Skate Park	Dominguez	6/14/2022	Staff facilitated the renting of requested City facilities; however, the applicant was not eligible for receiving a fee waiver.
9	Establish a SPAR fund modelled after the City of Mountain View - sets asides moneys for opportunities to buy real estate	Montano	6/7/2022	Item will be brought forward as part of the next City Council additional workplan items prioritization in August/September
10	Memorial Plaque in honor of youth skateboarder that passed away	Montano	6/7/2022	Item will be brought forward as part of the next City Council additional workplan items prioritization in August/September
11	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	Item will be agendized for the August 16 City Council meeting including the crime data related to the Homekey Project
12	Quarterly or Monthly crime statistics on Homekey Project	Chua	6/7/2022	PD will present quarterly reports starting in November 2022.
13	Funding to hire a consultant for the Sunnyhills Historical Designation on a state level	Tran	6/7/2022	Request will be included with the Historic Resources Master Plan project approved as part of the 2023-2027 Capital Improvement Program.
14	Local Boy Scouts Fee Waiver for Eagle Scout Ceremony	Tran	6/7/2022	Staff arranged for a non-profit organization to sponsor the Boy Scouts and plans to bring forward the fee waiver request, if eligible, for Council consideration in September.
15	Prepare Vision Zero Action Plan	Tran	6/7/2022	Item will be brought forward as part of the next City Council additional workplan items prioritization in August/September

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS**

Item # C4.

Request No.	Topic	Submitted by:	Date Requested	STATUS and/or DATE scheduled on City Council meeting agenda:
16	Requested the City create a youth scholarship fund for under privileged kids to play sports	Montano	5/17/2022	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.
17	Consider policies to regulate automated equipment that would replace a position typically filled by an employee.	Phan	4/19/2022	Item will be brought forward as part of the next City Council additional workplan items prioritization in August/September
18	Explore the use of roundabouts as a traffic calming mechanism	Dominguez	4/19/2022	Item will be brought forward as part of the next City Council additional workplan items prioritization in August/September
19	Explore the policy for locking mechanisms on shopping carts for large commercial businesses	Tran	4/19/2022	Item will be brought forward as part of the next City Council additional workplan items prioritization in August/September
20	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	Staff issued an Information Memorandum on August 12, 2022. At the gun buyback event held on May 22, 2022, ghost guns were bought back for \$200 vs. handguns and rifles for \$100.
21	Explore an ordinance or policy to reduce thefts and increase security in the commercial retail parking areas	Chua	4/5/2022	Item will be brought forward as part of the next City Council additional workplan items prioritization in August/September
22	Request for Crossing Guards at McCandless and Montague Expressway and review wages for Crossing Guards	Montano	4/5/2022	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.
23	Host a Town Hall at City Hall in January, February, and March for the community to share comments about the issue of the unhoused.	Tran	11/2/2021	This item was postponed by Mayor Tran due to the Omicron variant and a rise in COVID-19 cases

ACTIVE REQUESTS

Request No.	Topic	Submitted by:	Date Requested	STATUS and/or DATE scheduled on City Council meeting agenda:
24	Create a plan for future solar paneling at City facilities	Montano	3/1/2022	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
25	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	4/19/2022 direct the City Attorney to make the recommended changes to the Municipal Code to remove and prohibit property in public. The ordinance is brought forward for Council consideration at the Sept. 6, 2022 City Council meeting.
26	Evaluate reopening the childcare center with a non-profit organization running the center	Montano	2/1/2022	Approved during Spring Quarterly City Council Workplan Items Prioritization Discussion on 5/03/2022.

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS**

Item # C4.

Request No.	Topic	Submitted by:	Date Requested	STATUS and/or DATE scheduled on City Council meeting agenda:
27	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	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.
28	Explore a lease for the vacant land adjacent to the Library for City use	Tran	1/18/2022	Discussed at Spring Quarterly City Council Workplan Items Prioritization Discussion; Approved to move forward at the 5/03/2022 meeting;
29	Requested that staff study the placement of a City sign for the Milpitas Police Department and explore the cost of a new sign	Dominguez	1/18/2021	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 December 2022
30	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	Discussed at Spring Quarterly City Council Workplan Items Prioritization Discussion; Approved to move forward at the 5/03/2022 meeting
31	Staff to look into mural Art on Great Mall Parkway on the VTA owned Light rail pillars	Montano	11/16/2021	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 one site
32	Have a picture of Albert Vogel Sr. put up in the Senior Center	Montano	10/19/2021	Approved to move forward at the 1/11/2022 Council meeting; Staff engaged the artist of the existing mural regarding this Council approved item.
33	Requested the City extend the outdoor dining options through March of next year	Phan	9/21/2021	Planning Director to provide information on current outdoor dining extension
34	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	Staff will include the stem cell donor information in regularly scheduled wellness event
35	Include a bust of Maria Lemire on the Mural in front of the Senior Center	Montano	8/17/2021	Approved to move forward at the 1/11/2022 Council meeting; Staff engaged the artist of the existing mural regarding this Council approved item.
36	City to highlight mental health resources on the website	Dominguez	8/17/2021	Staff issued an Information Memorandum on August 1, 2022
37	Look into allowing outdoor music and would like the ordinance brought back to Council.	Montano	8/5/2021	Approved to move forward at the 1/11/2022 Council meeting; scheduled for 8/9/22 City Council Meeting
38	Look into opening up the Senior Center on Saturdays for half a day	Chua	8/5/2021	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.

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS**

Item # C4.

Request No.	Topic	Submitted by:	Date Requested	STATUS and/or DATE scheduled on City Council meeting agenda:
39	Look into bringing back a roller rink	Montano	8/5/2021	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
40	Requested that the City have mini-libraries in the low-income areas of the City.	Montano	4/20/2021	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.
41	Staff to create a plan on how to increase the number of local businesses doing business with the City	Chua	4/6/2021	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.
42	Staff to provide information on a landmark policy for the City of Milpitas	Tran	3/16/2021	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.
43	Amendment to the existing ordinance for third-party food delivery vendor services to prohibit regulatory response fees	Phan	2/16/2021	Agendized for discussion on 3/16/2021, deferred to 4/06/2021; CC direction for City Attorney to prepare a report; At the 11/12/2021 Transportation Subcommittee, the Subcommittee directed to bring back this request to Council as part of the FY 2022-23 budget process.
44	Ordinance to ban vaping in the City	Montano	12/15/2020	Ordinance regarding a ban on use in certain areas adopted by Council on 6/15/2021. Policy related to access to products will be brought forward in Spring 2022
45	Review City policy on speed bumps	Tran	12/15/2020	Presented to Transportation Subcommittee on 02/12/2021; voted on 3/16/2021 to revisit this item; On April 8, 2022 the Transportation Subcommittee Meeting provided input on a draft policy to be brought forward for Council consideration in Fall 2022

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS**

Item # C4.

Request No.	Topic	Submitted by:	Date Requested	STATUS and/or DATE scheduled on City Council meeting agenda:
46	Consider change in term limits for Mayor + Councilmembers	Montano	6/16/2020	8/4/2020: Voted 3 -2 to pursue; 2/02/2021 to agendize for a future meeting; 3/16/2021 voted 3-1-1 to move forward. 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; Ballot Measure to appear on November 8, 2022 General Municipal Election
47	Consider Community Museum and Park on Main St.	Phan	8/20/2019	to Rules Subcommittee 8/23/2019. Moved to Specific Plan Community Conversation events.

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS**

Item # C4.

Request No.	Topic	Submitted by:	Date Requested	STATUS and/or DATE scheduled on City Council meeting agenda:
	Agendize a Flag Raising for India Independence Day	Tran	6/14/2022	Item added to 6/21/22 Consent Calendar
	Letter from City Council opposing AB 2181 (Berman) regarding VTA's Board Composition	Tran	6/7/2022	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.
	Explore increasing the Conferences/Meetings/Memberships allowance for each Councilmember to \$10,000	Chua	5/17/2022	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.
	Science, Technology, and Innovation Commission agendize and explore a comprehensive internet connectivity plan.	Tran	5/3/2022	Item will be agendized for discussion at June STI Commission meeting
	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	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.
	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	Council approved the policy revision at the June 21, 2022 City Council meeting
	Designate the California Oak Tree as the City's official heritage tree	Montano	2/1/2022	Council approved at the 6/7/2022 meeting.
	Host a Town Hall at City Hall in January, February, and March for the community to share comments about the issue of the unhoused.	Tran	11/2/2021	This item was postponed by Mayor Tran due to the Omicron variant and a rise in COVID-19 cases
	Bring back a conversation in the budget meeting to fund "walking beats" in the commercial and high crime areas	Dominguez	4/5/2022	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
	Fee waiver for the Filipino American South Bay Community to hold pop-up resource fair at a City Park	Dominguez	3/1/2022	Staff engaged organizers of the event; event was held on June 19; organizers did not request a fee waiver

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS**

Item # C4.

	Agendize an update to the Lobbyist Ordinance for the next meeting	Chua	3/1/2022	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
	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	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
	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	Approved to move forward at the 1/11/2022 Council meeting; I scheduled for 6/21/2022
	Work with the school district to have a contest to create art murals for the pillars on Main Street	Montano	9/7/2021	Approved to move forward at the 1/11/2022 Council meeting; funding allocated to Great Mall Pkwy. VTA pillar murals
	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	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.
	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	8/09/2021 Council voted 5-0 to move this item forward and modify the existing Milpitas Assistance program to include seniors; Staff will bring this item for funding consideration as part of the FY 2022-23 budget process
	Discussion to reduce the City's Senior Center facilities deposit	Montano	5/4/2021	8/09/2021 Council voted 5-0 to refer this item as part of the development of the FY 2022-23 Master Fee Schedule; Council approved the item on 4/19/22 as part of the Master Fee Schedule
	Staff to look into creating a rose garden with a children's memorial site	Montano	4/6/2021	8/09/2021 Council voted 4-1 to discuss details with Vice Mayor Montano and refer this item as part of the development of the 2023-2027 CIP; 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

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS**

Item # C4.

	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.
	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	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



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	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)
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	9/6/2022
	<u>Recommendation:</u> Move 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.

Background:

On March 17, 2020, in the face of the COVID-19 pandemic, Governor Gavin Newsom issued Executive Order N-29-20 suspending certain provisions of the Ralph M. Brown Act in order to allow for local legislative bodies to conduct their meetings completely telephonically or by other electronic means.

The provisions in the Brown Act that were suspended by the Governor's Executive Order are contained at Government Code Section 54953(b)(3) and require that when teleconferencing is used, outside of a statewide emergency, that the following occur:

- An agenda is required to be posted at all locations, including any teleconference locations
- Each teleconference location must be identified on the actual agenda
- Each teleconference location shall be accessible to the public
- A quorum of the legislative body must be in the jurisdiction

With the Governor's Executive Order, the four above requirements were suspended, allowing Councilmembers to not have to post an agenda at their teleconference location, not have to identify their location on the meeting agenda, not have to ensure public accessibility at the teleconference location, and the legislative body did not need a quorum present in the jurisdiction. As the Council is well aware, this allowed all City Council meetings and other meetings of legislative bodies of the City to be conducted by Zoom with councilmembers, commission members, committee members, and staff all joining from remote virtual locations.

The suspension of certain provisions of the Brown Act was further extended by the Governor on June 11, 2021 by the issuance of Executive Order N-08-21 which continued to allow for complete virtual meetings until September 30, 2021.

With the expiration of the Governor's Executive Order and the uncertainty that surrounded the Governor's potential recall, the State Legislature also took the remote meeting issue into its own hands through the adoption of Assembly Bill 361, which is explained in more depth in the Analysis section below.

On May 17, 2022, the City Council adopted Resolution No. 9156, making findings that there is an existing State of Emergency and that state or local officials continue to recommend social distancing measures to prevent the spread of COVID-19. In particular, the resolution included reference to Cal-OSHA regulation 3205, which

recommends physical distancing in the workplace. By motion and majority vote, the City Council may reconfirm the findings of Resolution No. 9156 and continue to hold virtual meetings pursuant to AB 361.

Analysis:

On September 16, 2021, the Governor signed AB 361, which allows legislative bodies to meet virtually provided there is a state of emergency declared by the Governor, and either (1) state or local officials have imposed or recommended measures to promote social distancing; or (2) the legislative body determines by majority vote that meeting in person would present imminent risks to the health and safety of attendees. The Governor by executive order signed on September 20, 2021, suspended the effective date of AB 361 to October 1, 2021. As a result, if the City desires to have virtual meetings on or after October 1, 2021, it must do so consistent with the requirements of AB 361.

AB 361 preserves many of the provisions of the earlier executive orders, including the suspension of the four teleconferencing requirements noted above, while also adding new requirements to the management of remote and teleconference public meetings in order to better achieve the levels of transparency that the Brown Act demands. Specifically, AB 361 imposes two new rules on remote public meetings:

1. Local governments and agencies hosting teleconference meetings in lieu of traditional in-person public meetings must permit direct public comment during the teleconference and must leave open the opportunity for public comment until the comment period for a given item is closed during the ordinary course of the meeting. The opportunity to make public comment must be of a sufficient duration so as to allow actual public participation.
2. Any action by the governing body during a public teleconference meeting must occur while the agency is actively and successfully broadcasting to members of the public through a call-in option or an internet-based service option. If a technical disruption within the agency's control prevents members of the public from either viewing the meeting of the public agency or prevents members of the public from offering public comment, the agency must cease all action on the meeting agenda until the disruption ends and the broadcast is restored. Action taken during an agency-caused disruption may be challenged as a violation of the Brown Act.

In order to continue to qualify for AB 361's waiver of in-person meeting requirements, the City Council must, within thirty (30) days of its first meeting under AB 361, and every thirty (30) days thereafter, make findings that (a) state or local officials continue to recommend measures to promote social distancing, or that (b) an in-person meeting would constitute an imminent risk to the safety of attendees.

The above conditions continue to exist at this time, and staff recommends that the City Council by motion reconfirm the findings made in Resolution No. 9156 so that the City Council and all other subordinate legislative bodies may continue to meet virtually.

Lastly, it is important to note that AB 361 is optional. If the City Council wishes, it may meet in person. In addition, hybrid meetings are permissible.

Policy Alternatives:

Alternative 1: Do not by motion reconfirm the findings made in the resolution making findings and determinations under Assembly Bill 361 for the continuation of virtual meetings.

Pros: None

Cons: Many of the existing Commission, Committee, and Task Force meetings will not be able to meet virtually or through a hybrid format forcing all staff, commission or committee members, and the public to attend meetings in person.

Reason not recommended: The COVID-19 pandemic continues to be a global health issue and by forcing commission, committee, and task force meetings to be in person, public health may be put at risk.

Fiscal Impact:

The City Council's reconfirmation of the findings made in the resolution to continue with virtual meetings will maintain the status quo and no financial impact is anticipated by the reconfirmation of the findings.

California Environmental Quality Act:

The City Council's reconfirmation of the findings made in the resolution is not a project under the California Environmental Quality Act (CEQA) Guideline 15378(b)(5) as it constitutes an organizational or administrative activity of the government that will not result in direct or indirect physical changes in the environment. Further, virtual meetings are likely to reduce certain impacts associated with vehicular travel related to in-person public meetings.

Recommendation:

Move to reconfirm findings and determinations under Resolution No. 9105 and Assembly Bill 361 for the continuation of virtual meetings of the City Council and Legislative Bodies.

Attachment

1. Resolution 9165

RESOLUTION 9165

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS MAKING FINDINGS AND DETERMINATIONS UNDER AB 361 FOR THE CONTINUATION OF VIRTUAL MEETINGS

WHEREAS, the Ralph M. Brown Act (Gov. Code § 54950 *et seq.*) generally requires local agencies meeting via teleconference, including through other virtual or electronic means, to, among other things, provide public access at each location in which members of the legislative body are teleconferencing; and

WHEREAS, the Legislature recently enacted Assembly Bill 361 (AB 361), which amended Government Code section 54953 to allow local agencies to meet fully virtually, without fully adhering to the rules otherwise applicable to teleconferencing, during a proclaimed state of emergency if state or local officials have imposed or recommended measures to promote social distancing; and

WHEREAS, the Governor issued a proclamation declaring a state of emergency on March 4, 2020 due to the COVID-19 pandemic, pursuant to section 8625 of the California Emergency Services Act, and this proclaimed state of emergency currently remains in effect; and

WHEREAS, the City Council of the City of Milpitas has considered the circumstances of the state of emergency; and

WHEREAS, state or local officials continue to recommend measures to promote social distancing to prevent the spread of COVID-19, in particular, Cal-OSHA regulation 3205 recommends physical distancing in the workplace generally and regulates a “close contact” defined as being within 6 feet of another under certain circumstances; and

WHEREAS, in order to continue to impose social distancing while holding in-person meetings there is a high likelihood that members of the public would not all be able to be present in the meetings spaces; and

WHEREAS, the continuation of virtual meetings will allow for full participation by members of the public until social distancing recommendations are no longer necessary; and

WHEREAS, the City Council of the City of Milpitas desires that all City legislative bodies continue to hold virtual meetings pursuant to AB 361 and Government Code section 54953(e).

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 and all other legislative bodies of the City of Milpitas who are required to hold public meetings, shall continue to meet virtually in accordance with Government Code section 54953(e) and without compliance with section 54953(b)(3) based upon the findings and determinations hereby made by the City Council.

PASSED AND ADOPTED this 7th day of June 2022, by the following vote:

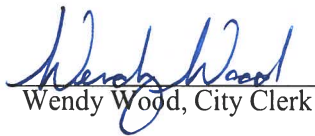
AYES: (5) Mayor Tran, Vice Mayor Montano, Councilmembers Chua, Dominguez, and Phan

NOES: (0) None

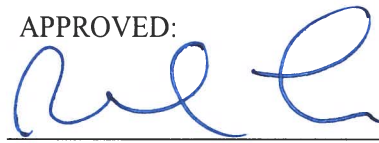
ABSENT: (0) None

ABSTAIN: (0) None

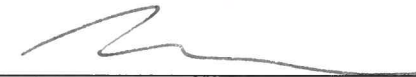
ATTEST:


Wendy Wood, City Clerk

APPROVED:


Rich Tran, Mayor

APPROVED AS TO FORM:


Michael Mutalipassi, City Attorney



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Review and Accept the 2022 Legislative Season Action Report and Direct Staff to Issue a Request for Proposals for Federal and State Legislative Advocacy Services (Staff Contact: Ashwini Kantak, Assistant City Manager, and Walter C. Rossmann, Deputy City Manager, 408-586-3012)
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	9/6/2022
	<u>Recommendation:</u> Review and Accept the Quarterly Legislative Season Action Report and Direct Staff to Issue a Request for Proposals for Federal and State Legislative Advocacy Services

BACKGROUND:

On May 18, 2021, the City Council approved the Legislative Advocacy Policy (Policy) and Legislative Guiding Principles (Attachment 1). The Policy establishes clear guidelines for advancing City goals and positions through legislative review and advocacy at the regional, state, and federal levels of government and to provide guidance for City officials who serve on regional, state, and national boards, committees, and commissions when they are asked to review public policy matters and issues.

Legislation and issues of interest are brought to the City's attention through several means: League of California Cities, National League of Cities, Cities Association of Santa Clara County, Councilmembers, legislators, City staff, community members, and professional or governmental organizations. Per the Council Policy, all legislation or issues of interest shall be referred to the City Manager's Office.

ANALYSIS:

Per the Policy, staff is providing the 2022 legislative season action updates to the Council. This report covers legislative advocacy including preparation and issuance of letters of support and opposition of bills under consideration by the California legislature as well as the successful advocacy of earmarked federal and State funding. Finally, this report highlights the need for dedicated resources at the State and federal level to advocate and represent the City's interests.

Legislative Advocacy – Letters Issued to the State Legislature

Based on the Legislative Advocacy Policy and Legislative Guiding Principles, staff prepared 18 letters (Attachment 2) for the Mayor's signature supporting or opposing individual bills based on the approved legislative guiding principles. Consistent with the Policy, Mayor Tran signed 13 of the 18 letters, which were emailed to the State Legislature between June 17 and August 26, 2022 and is scheduled to sign the remaining five letters by September 6. Per the Council approved workplan for the Energy and Environmental Sustainability Commission, the Commission recommended that the City advocate for five of the 18 legislative actions depicted in the following table.

The table below provides a summary of the 18 measures the City opposed or supported including the number and author of the measure, description of the measure, the City's position, the primary guiding principle to oppose or support the measure.

Item No.	Measure No. & Author	Measure Title	Measure Description	City Position	Primary Legislative Guiding Principle
1	AB 916 (Salas)	Accessory Dwelling Units.	Would require cities to increase the height maximum of ADUs from 16 to 18 feet on all parcels and to 25 feet for multifamily or single-family parcel located within a half mile of transit.	Oppose	1. Protect Local Control

Item No.	Measure No. & Author	Measure Title	Measure Description	City Position	Primary Legislative Guiding Principle
			Would add a provision which sets a minimum height requirement of 25 feet for ADUs that are attached to a primary single-family residence.		
2	AB 1985 (Robert Rivas)	Organic Waste: Recovered Organic Waste Product Procurement Targets: List of Available Products.	Would assist local governments implementing the state's organic waste diversion targets by: 1) phasing in over two years the SB 1383 procurement requirements, 2) adding clarity to what projects and products count towards the procurement requirements, and 3) allow local jurisdictions to use organic waste processed out of state for the purposes of meeting procurement targets.	Support	8. Promote Livability and Environmental Stewardship
3	AB 2011 (Wicks)	Affordable Housing and High Road Jobs Act of 2022.	Would require nearly all cities to ministerially approve, without condition or discretion, certain affordable and mixed-use housing developments in areas of a city where office, retail, or parking are principally allowed regardless of any inconsistency with a local government's general plan, specific plan, zoning ordinance, or regulation.	Oppose	1. Protect Local Control
4	AB 2097 (Friedman)	Residential and Commercial Development: Parking Requirements.	Would prohibit a local government from imposing or enforcing a minimum automobile parking requirement on specified residential, commercial, or other developments, if the development is located on a parcel within one-half mile of public transit.	Oppose	1. Protect Local Control
5	AB 2440 (Irwin)	Responsible Battery Recycling Act of 2022.	Would require producers of batteries and battery-embedded products to establish a stewardship program for the collection, transportation, recycling, and the safe and proper management of batteries or battery-embedded products in California.	Support	8. Promote Livability and Environmental Stewardship
6	SB 6 (Caballero)	Local Planning: Housing Commercial Zones.	Would create a new process allowing residential development on certain commercial and industrial sites, including allowing qualifying projects to use the streamlined application procedures of Senate Bill 35 (Wiener, 2017).	Oppose	1. Protect Local Control
7	SB 897 (Wieckowski)	Accessory Dwelling Units.	Would require cities to allow ADUs to be constructed with a height of up to 25 feet, within one half mile of a major transit stop or high-quality bus corridor and permit constructed ADUs that are in violation of state building standards and in violation of local zoning requirements.	Oppose	1. Protect Local Control
8	SB 1000 (Becker)	Law Enforcement Agencies: Radio Communications.	Would require law enforcement agencies to, by no later than January 1, 2024, ensure public access to the radio communications of that agency.	Oppose	2. Support Efforts to Keep Milpitas Safe
9	SB 1087	Vehicles:	Would limit who can legally sell and	Support	2. Support Efforts

Item No.	Measure No. & Author	Measure Title	Measure Description	City Position	Primary Legislative Guiding Principle
	(Gonzalez)	Catalytic Converters.	purchase a detached catalytic converter and would make a violation of this law an infraction punishable with a fine between \$1,000 to \$5,000.		Keep Milpitas Safe
10	SB 1127 (Atkins)	Workers' Compensation: Liability Presumptions.	Would fundamentally alter longstanding rules and timeframes for determining eligibility for workers' compensation claims and would increase systemic friction and litigation. This measure would also impose massive new penalties on employers.	Oppose	5. Protect and Increase Local Funding, No Unfunded Mandates
*11	AB 2208 (Kalra)	Fluorescent Lamps: Sale and Distribution: Prohibition.	Would prohibit, on or after January 1, 2024, ascrew or bayonet base type compact fluorescent lamp, as defined, and, on and after January 1, 2025, a pin-base type compact fluorescent lamp or a linear fluorescent lamp, as defined, from being offered for final sale, sold at final sale, or distributed in this state as a new manufactured product with certain medically necessary lamps exempted.	Support	8. Promote Livability and Environmental Stewardship
*12	AB 2784 (Ting)	Solid Waste: Thermoform Plastic Containers: Postconsumer Thermoform Recycled Plastic.	- Would require, effective January 1, 2025, that the total thermoform plastic containers sold or imported by a producer on average, contain specified amounts of postconsumer thermoform recycled plastic per year and no less than 20% to 30% postconsumer recycled plastic per year on and after July 1, 2030, based on certain conditions. - Would also exempt from these requirements, as specified, thermoform plastic containers used to package dairy products under certain conditions.	Support	8. Promote Livability and Environmental Stewardship
*13	SB 1046 (Eggman)	Solid Waste: Pre-Checkout Bags.	Would prohibit, on or after January 1, 2025, a store, as defined, by providing a precheckout bag to a customer if the bag is not either a compostable bag or a recycled paper bag.	Support	8. Promote Livability and Environmental Stewardship
*14	SB 1215 (Newman)	Electronic Waste Recycling Act of 2003: Covered Battery-Embedded Products.	- Would expand the definition of "covered electronic device" to include a "covered battery-embedded product," as defined, thereby expanding the scope of the act to include all covered battery-embedded products, as provided. - Would require a consumer, on or after January 1, 2026, to pay a covered battery-embedded waste recycling fee.	Support	8. Promote Livability and Environmental Stewardship
*15	SB 1256 (Wieckowski)	Waste Management: Disposable Propane Cylinders.	Would, on or after January 1, 2028, prohibit the sale or offer of disposable propane cylinders.	Support	8. Promote Livability and Environmental Stewardship
16	AB 1740 (Muratsuchi)	Catalytic Converters	Would require a core recycler to include additional information in the written record, including the year, make, and model of the vehicle from which the	Support	2. Support Efforts to Keep Milpitas Safe

Item No.	Measure No. & Author	Measure Title	Measure Description	City Position	Primary Legislative Guiding Principle
			catalytic converter was removed and a copy of the title of the vehicle from which the catalytic converter was removed.		
17	AB 2181 (Berman)	Santa Clara Valley Transportation Authority	Would, on or after July 1, 2023, revise the membership of the board of directors to instead consist of two representatives of the county who are community members and appointed by the president of the board of supervisors with board of supervisors approval, five representatives of the other cities in the county, including at least two community members and two council members or mayors of those cities, elected through a ranked choice voting process by the city council of those cities, as specified	Oppose	1. Protect Local Control
18	AB 2407 (O'Donnell)	Vehicle Tampering: Theft of Catalytic Converters	- Would require a core recycler to report the information collected to the chief of police or the sheriff, as prescribed, and to request to receive theft alert notifications regarding the theft of catalytic converters from a specified theft alert system. - Would require a core recycler to obtain the thumbprint of a seller of a catalytic converter and to preserve the thumbprint for a period of two years, except as specified.	Support	2. Support Efforts to Keep Milpitas Safe

* Scheduled to be signed by Mayor Tran by September 6, 2022.

Advocacy for Earmarked Funding

With support from the City Council and Assemblymember Alex Lee, staff assisted in securing \$2.5 million in funding for Homelessness Prevention and Unhoused Services (\$1.5 million) and Facilities Enhancement of Milpitas Bike Lanes (\$1 million). The funding supports several priority projects of the City Council. The allocation for bike lane facilities supports upgrading existing bike lane infrastructure throughout Milpitas with green-colored pavement at intersections and through conflict areas, establishes green-colored intersection bike boxes, buffered bike lanes, and/or separated bikeways marked with bollards, posts, or on street parking. Assemblymember Lee is scheduled to present the City with a check at the September 6 City Council meeting. On September 20, staff will bring forward for Council consideration of recommendations for use of the one-time funds.

With support from the City Council and Congressman Ro Khanna, staff assisted in advancing a \$3 million funding request for the Carbon Neutral Home Incentives Program through the federal budget process as part of the 2023 Federal Community Project Funding.

Legislative Advocacy – Dedicated Resources

As part of the approval of the Policy during the May 18, 2021, City Council meeting, staff recommended against contractual services for legislative advocacy at the State and federal level given the impacts of the COVID-19 pandemic on the City's budget at that time. Additionally, BBK continued to provide analysis and information on state and federal legislation on a periodic basis and as requested by City staff.

However, during the last year, it has become evident that there's insufficient staff capacity to effectively advocate and represent the City at the federal and State level. Several peer cities have retained the services of legislative advocacy consultants or lobbyists at the federal and/or state levels to assist in proactively tracking legislation and advocating for the cities' interests.

Given the more direct impact of state legislation on the City, and the volume of bills proposed, staff intends to issue a Request for Proposal for legislative advocacy services. The selected firm(s) would need to have an established and active presence in Sacramento and Washington D.C. Services provided by the firm(s) would include monitoring and providing reports to the City, advocating on the City's behalf on specific legislation, and representing the City in Sacramento and Washington D.C. The initial contract year will be funded from the Unanticipated Expenditure Reserve and funding for subsequent contract years will be incorporated into the development of the annual budget.

POLICY ALTERNATIVE(S):

Alternative 1: Do not direct staff issue a Request for Proposals for Federal and State Legislative Advocacy Services

Pros: Estimated savings in contractual services between \$50,000 and \$80,000 annually based on a preliminary analysis

Cons: The City continues to respond reactively and haphazardly to proposed legislation relying primarily on professional organizations.

Reason for Not Recommending: In order to establish a proactive and strategic legislative advocacy program, consultant services are required. Given the volume of bills proposed annually by State legislatures, retaining the services of legislative advocacy consultants or lobbyists at the federal and/or state levels will assist staff in proactively tracking legislation and advocating for the City's interests.

FISCAL IMPACT:

The initial contract year will be funded from the Unanticipated Expenditure Reserve and funding for subsequent contract years will be incorporated into the development of the annual budget.

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.

RECOMMENDATION:

Review and Accept the 2022 Legislative Season Action Report and Direct Staff to Issue a Request for Proposals for Federal and State Legislative Advocacy Services.

Attachment(s):

Attachment 1: Legislative Advocacy Policy and Legislative Guiding Principles

Attachment 2: 18 Legislative Advocacy Letters



CITY OF MILPITAS

Item # C6.

Revision	Date
Original	5/18/2021

CITY COUNCIL POLICY

Policy No: 1-2	LEGISLATIVE ADVOCACY POLICY	Effective Date: 5/18/2021
Revision No: N/A	Policy Administrator: City Manager	Next Review Due: Click or tap to enter a date.
Related Policies and Procedures: Click or tap here to enter text.	Approved by: City Council, 5/18/2021, Item # C9: 5-0 vote	Date Approved: 5/18/2021

1. PURPOSE

- 1.1. To establish clear guidelines for advancing City goals and positions through legislative review and advocacy at the regional, state, and federal levels of government and to provide guidance for City officials who serve on regional, state, and national boards, committees, and commissions when they are asked to review public policy matters and issues.

2. POLICY

- 2.1. This policy outlines the guiding principles and process to enable a comprehensive review of legislation affecting the City of Milpitas, seek Council's position on proposed legislation, and to make the City's position known.
- 2.2. All legislative reviews shall be made on the basis of the effect on the City and the community as a whole, and taking into account existing City positions, policies, or goals.
- 2.3. The City shall support the legislative positions of the Cities Association of Santa Clara County, League of California Cities, and the National League of Cities, on priority bills that benefit the City of Milpitas.
- 2.4. The City shall adopt Legislative Guiding Principles (LGP) based on approved Council Priority Areas, the adopted General Plan, the Economic Development Strategy, and other Council approved master plans and strategic plans.
- 2.5. On an annual basis, the LGP shall be updated as needed, and shall be approved by the City Council at the beginning of the calendar year.

3. DEFINITIONS

- 3.1. The following definitions are provided solely as a guide to assist in the application of this policy and may be subject to change.
 - 1.1.1. Department – Includes all City departments and offices
 - 1.1.2. Economic Development Strategy – A five year strategy document adopted by the City Council in May 2020
 - 1.1.3. General Plan – A comprehensive planning document adopted by the Council in March 2021



Revision	Date
Original	5/18/2021

LEGISLATIVE ADVOCACY POLICY / POLICY # 1-2

- 1.1.4. Legislative Advocacy – A position of support or opposition to proposed legislation
- 1.1.5. Legislative Guiding Principles – Principles adopted on an annual basis by the City Council to guide the City's position on proposed legislation
- 1.1.6. Milpitas Municipal Code – Codification of the General Ordinances of Milpitas

4. PROCEDURE

- 4.1. Legislation and issues of interest are brought to the City's attention through several means: League of California Cities, National League of Cities, Cities Association of Santa Clara County, Councilmembers, legislators, City staff, community members, and professional or governmental organizations. All legislation or issues of interest shall be referred to the City Manager's Office.
- 4.2. City Manager's Office (CMO) shall review the proposed legislation and, if warranted, request assistance from the City Attorney and/or from one or more departments.
- 4.3. The process for evaluation and action related to proposed legislation of particular interest to the City shall be as follows:
 - 1.1.1. CMO/Department shall evaluate the proposed bill for its impact on Milpitas, recommend a position and potential action, and draft a position statement or support/opposition letter.
 - 1.1.2. If Council has previously adopted a policy directly relevant to the proposed legislation or if the proposed legislation is generally consistent with the City's Legislative Guiding Principles, the Mayor or City Manager may sign a letter supporting or opposing legislation on behalf of the City as further detailed below.
 - 1.1.3. If there is no Council policy relative to the legislation, the issue is politically controversial, or there is significant community interest in the issue, the proposed legislation, including a recommendation to support, remain neutral, or oppose the legislation, will be brought to Council for consideration.
 - 1.1.4. Letters and other communications expressing the City's position on legislation will bear the signature of the Mayor in accordance with the Milpitas Municipal Code. If the legislation will mainly impact the City's operations, the communication may be signed by the City Manager or designee.
 - 1.1.5. In order to keep the City Council informed of all City communications on legislation, copies of the letter or summary of actions will be distributed to the City Council as information items.
- 4.4. Quarterly legislative updates on items of interest will be provided to the City Council.



Revision	Date
Original	5/18/2021

LEGISLATIVE ADVOCACY POLICY / POLICY # 1-2**CITY OF MILPITAS – LEGISLATIVE GUIDING PRINCIPLES****1. Protect Local Control**

The City values its ability and authority to exercise local control, enable excellent public services and protect and enhance the quality of life for Milpitas residents and businesses. The City supports efforts to streamline regulations that benefit the administration of the City and opposes efforts that erode the City's authority to control its own affairs.

2. Support Efforts to Keep Milpitas Safe

The City supports legislation and policies that enable local officials to access resources to provide quality police, fire, emergency management, emergency medical services, youth violence prevention initiatives, and to engage the community in its own safety.

3. Support Efforts to Create Affordable Housing

The City supports legislation and policies that enable local officials to access resources to support the creation of affordable housing and to strive for a balance of jobs and housing in each city across the region.

4. Support City's Vision for Strategic, Sustainable, and Smart Growth

The City strives to foster economic development, including planning and implementation of regional transportation and traffic congestion relief projects. The City supports legislation and policies that support local initiatives to develop or redevelop the community to strengthen the local and regional economy, to accommodate local workers' housing needs in places close to transit and jobs, and to continually improve services provided to the community.

5. Protect and Increase Local Funding, No Unfunded Mandates

The City opposes legislation, policies, or budgets that have negative impacts on City services, revenues or costs. The City supports efforts that protect and enhance local governments' revenues, maximize access to State and Federal funding sources, and increase local funding flexibility including legislation that allows the City to recover costs related to state and federal mandates.

6. Pursue or Retain Federal and State Funding for Key Efforts

In order to support the City's efforts and key policies to provide quality services, affordable housing, transportation, and public infrastructure for its residents and businesses, and to fund the needed strategic support services, it is necessary that the federal and state governments act as partners with local government and provide appropriate levels of funding for these City and regional efforts.

7. Support and Promote Inclusive Communities

The City values diversity and recognizes all residents, including immigrants, as valuable contributors to our community's success. Support legislation that helps our residents be safe, healthy, and able to thrive, while providing opportunities to actively engage in civic, cultural, and economic life.



CITY OF MILPITAS

Item # C6.

Revision	Date
Original	5/18/2021

LEGISLATIVE ADVOCACY POLICY / POLICY # 1-2

8. Promote Livability and Environmental Stewardship

The City values a sustainable quality of life in an urban environment. The City supports legislation and policies that emphasize sustainable development; improve environmental standards and the regulatory process; provide incentives and financial support for preservation of natural resources; promote sustainable energy and water policies; and support efforts to mitigate odor issues.

9. Promote Investment in Infrastructure

The City supports legislation and policies that promote investing in the maintenance and rehabilitation of aging infrastructure and build system capacity expansion in a smart and sustainable manner.



CITY OF MILPITAS

OFFICE OF MAYOR RICH TRAN

455 EAST CALAVERAS BOULEVARD, MILPITAS, CALIFORNIA 95035-5479

PHONE: 408-586-3059, www.milpitas.gov

August 22, 2022

Senator Anthony Portantino
Chair, Senate Appropriations Committee
1021 O Street, Suite 7630
Sacramento, California 95814

**RE: AB 916 (Salas) Changes to Maximum Heights for Accessory Dwelling Units.
Notice of OPPOSITION**

Dear Senator Portantino:

The City of Milpitas OPPOSES AB 916 (Salas). The draft bill was recently amended to increase the maximum height of an accessory dwelling unit (ADU) from 16 to 18 feet on all parcels and to 25 feet for multi-family or single-family parcels located within a one half-mile of transit. This bill also includes a confusing provision that sets a minimum height requirement of 25 feet for ADUs that are attached to a primary single-family home.

Current law authorizes cities and counties to restrict the maximum height of ADUs to 16 feet, which helps ensure that ADUs blend into the existing neighborhood. Mandating that local jurisdictions allow ADUs up to three stories in height is completely contrary to the stated belief that ADUs are a way to increase density in a modest fashion that is not disruptive to established neighborhoods. Furthermore, shoehorning a 25-foot structure into a backyard of a single-story ranch-style home that happens to be located within one half mile of public transit undermines the notion that such "accessory dwelling units" are designed for multi-generational housing.

AB 916 also creates confusion as ADUs attached to a primary residence are called Junior ADUs, which suggests that an ADU could conceivably be equal in size or larger than the primary residence to which it is attached. The bill further creates a minimum height requirement of 25 feet for these attached ADUs.

The City of Milpitas is concerned that AB 916 would substantially alter the look and feel of single-family neighborhoods in our community. By their nature, ADUs are efficient units that do not require the same height considerations as a single-family home. Moreover, an earlier version of the bill sought simply to permit second story additions to garages, but the global height increase added to the bill is no longer limited to situations where the ADU is being added on top of an existing structure.

It is vital that we take steps now to increase attainable homeownership opportunities for underserved communities across the state, especially families of color. These families continue to experience historically low homeownership rates and have consistently been excluded from opportunities to build generational wealth. However, we must be careful not to change established

communities that rely on specific height and design limitations to maintain an attractive neighborhood based on local standards.

For these reasons, the City of Milpitas opposes AB 916 (Salas). If you have any questions, please feel free to contact Milpitas City Manager Steve McHarris at smcharris@milpitas.org. We respectfully request a “NO” vote.

Sincerely,



Rich Tran, Mayor
City of Milpitas

C: Meg Desmond, League of California Cities (via email: cityletters@calcities.org)
Milpitas City Council
Steve McHarris, Milpitas City Manager
Ashwini Kantak, Milpitas Assistant City Manager
Walter C. Rossmann, Milpitas Deputy City Manager



CITY OF MILPITAS
OFFICE OF MAYOR RICH TRAN

Item # C6.

455 EAST CALAVERAS BOULEVARD, MILPITAS, CALIFORNIA 95035-5479

PHONE: 408-586-3051, www.milpitas.gov

August 22, 2022

Senator Anthony Portantino
Chair, Senate Appropriations Committee
1021 O Street, Suite 7630
Sacramento, California 95814

Subject: AB 1985 (Rivas) Organic Materials: List of Available Products.
Notice of SUPPORT

Dear Chair Portantino:

The City of Milpitas writes to express its **support for AB 1985 (Rivas)** which would assist local governments implementation of the state's organic waste diversion targets and allow time for markets to develop for organic waste products.

Organics like food scraps, yard trimmings, paper, and cardboard make up half of what Californians dump in landfills and emit 20% of the state's methane. In 2016, SB 1383 set organic waste diversion targets of 50% by 2020 and 75% by 2025 from 2014 levels. As jurisdictions ramp up their organic waste collection programs, many cities and counties are struggling to meet their procurement targets due to a limited amount of organic waste infrastructure across the state.

AB 1985 will assist local governments in achieving their procurement targets by creating an online database of organic waste products on the market across the state. This online database would enable local governments to connect directly with local farmers and community members seeking their products. With cities and counties required to procure large amounts of compost and mulch per year, this bill would help facilitate these products going to where they are needed, while also maximizing the benefits to local communities.

Additionally, AB 1985 would assist local governments in achieving their procurement targets by phasing in the requirements while markets and infrastructure continues to develop. In order to successfully meet organic waste reductions, local governments need the flexibility provided by AB 1985 to meet these important requirements.

For these reasons, the City of Milpitas respectfully **urges you to support AB 1985.**

Sincerely,

Rich Tran, Mayor
City of Milpitas

C: Milpitas City Council
Steve McHarris, City Manager
Walter C. Rossmann, Deputy City Manager
League of California Cities, (via email: cityletter@calcities.org)



CITY OF MILPITAS

OFFICE OF MAYOR RICH TRAN

455 EAST CALAVERAS BOULEVARD, MILPITAS, CALIFORNIA 95035-5479

PHONE: 408-586-3059, www.milpitas.gov

August 22, 2022

Senator Anthony Portantino
Chair, Senate Appropriations Committee
1021 O Street, Suite 7630
Sacramento, California 95814

**RE: AB 2011 (Wicks) Affordable Housing and High Road Jobs Act of 2022.
Notice of OPPOSITION**

Dear Senator Portantino:

The City of Milpitas writes to oppose AB 2011, which would require cities to ministerially approve, without condition or discretion, certain affordable housing and mixed-use housing developments in zones where office, retail, or parking are principally permitted uses regardless of any inconsistency with a local government's general plan, specific plan, zoning ordinance, or regulation.

Housing affordability and homelessness are among the most critical issues facing California cities. Affordably priced homes are out of reach for many people, and housing is not being built fast enough to meet the current or projected needs of people living in the state. Cities lay the essential groundwork for housing production through planning and zoning new projects in their communities based on extensive public input and engagement, state housing laws, and the needs of the building industry. Importantly, cities are currently updating housing plans to identify sites for more than two million additional housing units.

AB 2011 disregards this state-mandated local planning effort and forces cities to allow housing developments in nearly all areas of a city. This seriously questions the rationale for the regional housing needs allocation (RHNA) process. If developers can build housing in office, retail, and parking areas, why should cities go through the multi-year planning process to identify sites suitable for new housing units, only to have those plans ignored and housing built on sites never considered for new housing?

Eliminating opportunities for public review of housing developments goes against the principles of transparency and public engagement. Public hearings allow members of the community to inform their locally elected representatives of their support or concerns. "Streamlining" in the context of AB 2011 is a veiled shortcut around public input. While it may be frustrating for some developers to address neighborhood concerns about traffic, parking, and other development impacts, those directly affected by such projects must continue to have an opportunity to be heard. Public engagement often leads to better projects. Disregarding community input will increase public distrust in government and may result in additional efforts by voters to restrict growth.

The City of Milpitas is committed to being part of the solution to the housing shortfall. Since 2008, the City has approved nearly 7,000 new housing units in the Transit Area Specific Plan (TASP) area surrounding the new Milpitas Transit Center, which includes regional transit connections via VTA light rail and Bay Area Rapid Transit (BART). In the current update of the City's Housing Element, we have identified sites for an additional 5,100 housing units over the next eight-year cycle. We support policies that will create housing across all income levels, and we hope to work collaboratively on legislative proposals that will spur much needed housing construction without disregarding the state-mandated local planning process and important public engagement.

For these reasons, the City of Milpitas opposes AB 2011.

Sincerely,


Rich Tran, Mayor
City of Milpitas

C: Meg Desmond, League of California Cities (via email: cityletters@calcities.org)
Milpitas City Council
Steve McHarris, Milpitas City Manager
Ashwini Kantak, Milpitas Assistant City Manager
Walter C. Rossmann, Milpitas Deputy City Manager



CITY OF MILPITAS

OFFICE OF MAYOR RICH TRAN

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

August 22, 2022

Senator Anthony Portantino
Chair, Senate Appropriations Committee
1021 O Street, Suite 7630
Sacramento, California 95814

**RE: AB 2097 (Friedman) Residential and Commercial Parking Requirements.
Notice of OPPOSITION (As amended June 9, 2022)**

Dear Senator Portantino:

The City of Milpitas opposes AB 2097, which would prohibit a local government from imposing or enforcing minimum vehicle parking requirements on specified residential, commercial, or other development projects if the development is located within one-half mile of public transit.

AB 2097 would essentially allow developers, not locally elected public officials, to dictate parking requirements in large areas of many cities because the definition of public transit includes entire bus routes with fifteen-minute service intervals. Restricting parking requirements within one-half mile of a high-frequency transit route does not guarantee individuals living, working, or shopping on those parcels will actually use transit. Many residents will continue to own automobiles and require nearby parking, which will only increase parking demand and congestion.

Additionally, AB 2097 could negatively impact the State's Density Bonus Law by providing developers parking concessions without also requiring developers to include affordable housing units in the project. The purpose of Density Bonus Law is to provide concessions and waivers to developers in exchange for affordable housing units.

While AB 2097 may be well intended, parking requirements are most appropriately established at the local level based on community needs. A one-size-fits-all approach to an issue that is project-specific simply will not work. For these reasons, the City of Milpitas opposes AB 2097.

If you have any questions, please me at smcharris@milpitas.gov.

Sincerely,

Rich Tran, Mayor
City of Milpitas

C: Meg Desmond, League of California Cities (via email: cityletters@calcities.org)
Milpitas City Council
Steve McHarris, Milpitas City Manager
Ashwini Kantak, Milpitas Assistant City Manager
Walter C. Rossmann, Milpitas Deputy City Manager



CITY OF MILPITAS
OFFICE OF MAYOR RICH TRAN

Item # C6.

455 EAST CALAVERAS BOULEVARD, MILPITAS, CALIFORNIA 95035-5479

PHONE: 408-586-3051, www.milpitas.gov

August 22, 2022

Senator Anthony Portantino
Chair, Senate Appropriations Committee
1021 O Street, Suite 7630
Sacramento, California 95814

Subject: AB 2440 (Irwin) Responsible Battery Recycling Act of 2022.
Notice of SUPPORT – Second Reading

Dear Chair Portantino:

The City of Milpitas writes to express its **support for AB 2440 (Irwin)**, which would create a convenient, statewide, producer-run collection and recycling program for loose and product-embedded batteries.

Due to the hazardous metals and corrosive materials that batteries contain, California classifies batteries as hazardous waste and bans them from solid waste landfills. When consumers are done with their loose batteries and portable electronics, they must collect, sort, and ultimately find an appropriate disposal option. Unfortunately, California currently lacks a streamlined and convenient collection and recycling system for batteries and batteries embedded in products. Because of a combination of increased consumption and a lack of convenient disposal options, higher levels of toxic batteries and products are entering the waste stream.

To ensure the proper disposal of all battery chemistries and to reduce fire and safety risk, AB 2440 would require free collection for most loose and product-embedded batteries at convenient locations across the state. AB 2440 would also encourage manufacturers to be more responsible for the life cycle of their products by creating a producer-run program.

AB 2440 creates a system that will result in the protection of communities, the environment and waste management infrastructure from battery-related fires. For these reasons, the City of Milpitas respectfully **urges you to support AB 2440.**

Sincerely,

Rich Tran, Mayor
City of Milpitas

C: Milpitas City Council
Steve McHarris, City Manager
Walter C. Rossmann, Deputy City Manager
League of California Cities, (via email: cityletter@calcities.org)



CITY OF MILPITAS

OFFICE OF MAYOR RICH TRAN

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

August 22, 2022

Assembly Member Chris R. Holden
Chair, Assembly Appropriations Committee
1021 O Street, Suite 8220
Sacramento, California 95814

RE: SB 6 (Caballeros) Housing: Commercial Zones.
Notice of OPPOSITION – *Unless Amended*

Dear Senator Holden:

The City of Milpitas opposes Senate Bill 6 because the current version of the bill would allow qualifying residential development projects to locate on certain commercial sites while using the streamlined application procedures established by Senate Bill 35 (Wiener, 2017). The City supports opportunities for redevelopment on underutilized commercial sites, many of which are near transit and jobs centers. In fact, since 2008, we have rezoned hundreds of acres of former commercial and industrial land near the Milpitas Transit Center and approved nearly 7,100 new residential units in this area. At the same time, we have also taken strong steps to protect and enhance the viability of the City's remaining employment lands, including the adoption of zoning ordinance amendments to protect the viability of our heavy industrial zoning districts by limiting the incursion of non-industrial uses in these areas. Preserving some sites for strictly commercial and industrial uses is important to economic development efforts and local revenue considerations.

We appreciate that recent amendments to the bill would allow residential capacity from SB 6 sites to be "reallocated" to sites that meet Housing Element default densities.

Despite this positive change, and prior technical improvements to SB 6, we suggest the following additional changes:

- The bill was recently amended to apply to zones where "office, retail, or parking are a principally permitted use," but commercial uses can vary in type and intensity with some commercial uses being more compatible with housing development than others. For example, allowable commercial uses such as outdoor storage, auto salvage, auto repair, and certain manufacturing and assembly uses are entirely incompatible with residential development. We believe that additional protections are needed in the bill to address the flexible nature of commercial zones. Accordingly, we request that SB 6 be amended to limit its applicability to parcels for which the commercial zoning only allows office or retail as principally permitted uses.
- In addition, industrial zoning districts where parking lots are allowed as principally permitted uses should be removed from the bill. This change will lessen the likelihood of issues relating to incompatible uses, as well as limit applicability to zones more commonly located near transit and job centers.

- An alternative approach to addressing this issue would be to limit the applicability of the bill to sites that were previously developed with an office or retail use and which are now at least partially vacant.
- Finally, many parts of county unincorporated areas have limited infrastructure and government services. Accordingly, the bill should be limited to infill areas as defined by Public Resources Code Section 21061.3. This would refocus SB 6's zoning override on only the most urbanized areas which are likely to be the most appropriate commercial sites for use as higher-density housing.

The City of Milpitas supports approaches to expedited housing development that are based on consistency with locally adopted planning. One of the core premises of SB 35 was to ensure a quick and predictable approval process for projects that comply with adopted local land use standards. SB 6 would drastically change this approach by extending the same by-right authority to non-compliant projects that are located on a site meeting the basic eligibility requirements of SB 35.

We appreciate the opportunity to express our concerns with SB 6. If you have any questions or would like to discuss, please contact City Manager Steve McHarris at smcharris@milpitas.gov.

Sincerely,



Rich Tran, Mayor
City of Milpitas

C: Meg Desmond, League of California Cities (via email: cityletters@calcities.org)
Milpitas City Council
Steve McHarris, Milpitas City Manager
Ashwini Kantak, Milpitas Assistant City Manager
Walter C. Rossmann, Milpitas Deputy City Manager



CITY OF MILPITAS

OFFICE OF MAYOR RICH TRAN

455 EAST CALAVERAS BOULEVARD, MILPITAS, CALIFORNIA 95035-5479

PHONE: 408-586-3059, www.milpitas.gov

August 22, 2022

Assembly Member Chris R. Holden
Chair, Assembly Appropriations Committee
1021 O Street, Suite 8220
Sacramento, California 95814

**RE: SB 897 (Wieckowski) – Accessory Dwelling Units.
Notice of OPPOSITION**

Dear Assembly Member Holden:

The City of Milpitas opposes SB 897, which would significantly amend the statewide standards that apply to locally adopted ordinances concerning the construction of accessory dwelling units (ADUs), even though the law has been substantially amended nearly every year since 2016. Specifically, SB 897 would require local jurisdictions to:

- **Allow ADUs to be constructed with a height of up to 25 feet near transit.** Current law appropriately authorizes cities and counties to restrict ADU height to 16 feet, thus helping ensure that these accessory units blend into existing neighborhoods. Mandating that local jurisdictions allow essentially two-story ADUs is completely contrary to the notion that ADUs are a way to increase density in a modest fashion that is not disruptive to established communities. Moreover, shoehorning a 25-foot structure into a backyard of a single-story ranch style home, that is within one half mile of public transit undermines the principle that these are “accessory dwelling units.”
- **Permit constructed ADUs in violation of State building standards and in violation of local zoning requirements.** Current law already requires cities and counties to approve ADUs without discretionary review. Expanding this to prohibit local jurisdictions from denying permits for already constructed ADUs that fail to comply with State mandated building standards or local zoning requirements would certainly result in dangerous or substandard living conditions.
- **Allow two ADUs to be constructed on a lot if a multifamily dwelling is proposed to be developed.** SB 897 would allow a property owner to construct two ADUs on a vacant parcel years before the proposed multifamily structure begins construction. Additionally, there is no guarantee that the multifamily structure will ever be constructed. It is unclear why local jurisdictions should be forced to allow ADUs to be

constructed before the originally proposed multifamily structure. Constructing an ADU without a primary structure makes them a standalone units, accessory to nothing.

For these reasons, the City of Milpitas opposes SB897. If you have questions or would like to discuss our position on this matter, please contact City Manager Steve McHarris at smcharris@milpitas.gov.

Sincerely,



Rich Tran, Mayor
City of Milpitas

C: Meg Desmond, League of California Cities (via email: cityletters@calcities.org)
Milpitas City Council
Steve McHarris, Milpitas City Manager
Ashwini Kantak, Milpitas Assistant City Manager
Walter C. Rossmann, Milpitas Deputy City Manager



CITY OF MILPITAS

OFFICE OF MAYOR RICH TRAN

455 EAST CALAVERAS BOULEVARD, MILPITAS, CALIFORNIA 95035-5479

PHONE: 408-586-3059, www.milpitas.gov

August 22, 2022

The Honorable Reginald Jones-Sawyer
Chair, Assembly Public Safety Committee
1020 N Street, Room 111
Sacramento, CA 95814

RE: SB 1000 (Becker) Law Enforcement Agencies: Radio Communications.
Notice of OPPOSITION *(As amended May 12, 2022)*

Dear Assembly Member Jones-Sawyer,

The City of Milpitas must respectfully **oppose** SB 1000 (Becker).

On October 12, 2020, the California Department of Justice (DOJ) issued Information Bulletin #20-09-CJIS, which required agencies to protect PII by either encrypting radio traffic or by establishing policy to restrict dissemination. For agencies in Santa Clara County, limiting dissemination via instituting policy was not feasible for reasons such as officer safety concerns, increased call volume to Dispatch Centers, limitation of technology for live transmission redaction, and staffing shortages making use of an additional channel for PII dissemination unattainable. As such, all agencies in Santa Clara County complied with the DOJ mandate by encrypting radios by the end of 2021. This was a considerable undertaking which required substantial staff time to perform the work, multiple agency coordination to sustain interoperability on the Silicon Valley Regional Communication System (SVRCS), and expense as SVRCS has over 13,000 radios and over 50 physical sites that needed programming.

Senate Bill 1000 would require law enforcement agencies to ensure public access to radio communications and undermines the time and money spent in Santa Clara County to be compliant with the DOJ mandate. It also fails to recognize operational challenges and public safety workflow concerns. For example, forcing officers in the field to utilize a cell phone or computer to obtain CLETS information creates a hazardous setting in that officers are not able to remain primarily focused on the situation at hand. Instead of being able to quickly use their dedicated radio channel to get vital information, they will have to turn their attention to keying in a number on a phone, wait in the queue for the call to be answered, and have the data processed. Because a phone call is a one-on-one conversation, other officers will not have situational awareness should the CLETS return reveal dangerous subject details. The same concern exists for an officer to enter the information on a tablet or laptop.

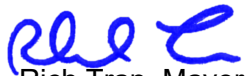
Furthermore, generating additional dispatch duties such as manning a supplementary channel to confidentially disseminate PII or increasing phone call volume from officers in the field to the Communications Center will adversely impact public safety. Both scenarios create excessive burden on Public Safety Dispatchers, a profession which is chronically understaffed across the nation. Filling existing vacancies just to sustain basic operations is extremely difficult and the additional workload

generated by SB1000 will create undue hardship on personnel and negatively impact our current service delivery. Furthermore, the California State 9-1-1 answering time standard is 95% of 9-1-1 calls answered within 15 seconds. This guideline is already challenging for many agencies to achieve and should SB 1000 pass, it will likely result in further degradation of 9-1-1 call answering times.

The City of Milpitas understands the need to protect PII and we fully support being transparent; however, many law enforcement agencies simply cannot meet both the requirements of the DOJ mandate and of Senate Bill 1000 in a safe manner that does not negatively impact current operations.

For these reasons, the City of Milpitas opposes SB 1000.

Sincerely,


Rich Tran, Mayor
City of Milpitas

C: Meg Desmond, League of California Cities (via email: cityletters@calcities.org)
Milpitas City Council
Steve McHarris, Milpitas City Manager
Ashwini Kantak, Milpitas Assistant City Manager
Walter C. Rossmann, Milpitas Deputy City Manager



CITY OF MILPITAS
OFFICE OF MAYOR RICH TRAN

Item # C6.

455 EAST CALAVERAS BOULEVARD, MILPITAS, CALIFORNIA 95035-5479

PHONE: 408-586-3051, www.milpitas.gov

August 22, 2022

Assembly Member Chris R. Holden
Assembly Appropriations Committee
1021 O Street, Suite 8220
Sacramento, CA 95814

Subject: SB 1087 (Gonzalez) Vehicle: Catalytic Converters.
Notice of SUPPORT *(As Amended March 10, 2022)*

Dear Assembly Member Holden,

The City of Milpitas is pleased to support SB 1087 (Gonzalez). This measure would limit who can legally sell and purchase a detached catalytic converter and would make a violation of this law an infraction punishable with a fine between \$1,000 to \$5,000.

According to State Farm, the company paid \$2.5 million for 1,104 catalytic converter theft claims in 2019. In 2020, it paid out more than four times that amount for 4,507 catalytic converter theft claims. Last year, California made up almost one-third of all catalytic converter claims in the United States, with \$23 million being spent on 9,057 catalytic converter theft claims within the state.

According to the National Insurance Crime Bureau, catalytic converter theft grew by 325% from 2019 to 2020. Catalytic converter theft continues to plague the Bay Area and the City of Milpitas experienced a 175% increase in catalytic converter thefts from 2020 to 2021. This type of theft has become a regular occurrence and is costing our residents thousands of dollars per instance.

The current lack of prosecution for those whom commit property crimes and the absence of regulation for those who recycle catalytic converters is directly associated to the proliferation of this crime. SB 1087 will provide law enforcement with enforceable statutes to address the dramatic rise in catalytic converter thefts in California's communities.

For these reasons, the City of Milpitas supports SB 1087.

Sincerely,

Rich Tran, Mayor
City of Milpitas

C: Milpitas City Council
Steve McHarris, City Manager
Walter C. Rossmann, Deputy City Manager
League of California Cities, (via email: cityletter@calcities.org)



CITY OF MILPITAS

OFFICE OF MAYOR RICH TRAN

455 EAST CALAVERAS BOULEVARD, MILPITAS, CALIFORNIA 95035-5479

PHONE: 408-586-3059, www.milpitas.gov

August 22, 2022

The Honorable Chris Holden
Chair, Assembly Committee on Appropriations
1021 O Street, Suite 8220
Sacramento, CA 95814

**RE: SB 1127 (Atkins) Workers' Compensation: Liability Presumptions.
Notice of OPPOSE (As amended 6/13/2022)**

Dear Assembly Member Holden,

The City of Milpitas must respectfully oppose SB 1127, which would fundamentally alter longstanding rules and timeframes for determining eligibility for workers' compensation claims and would dramatically increase systemic friction and litigation, ultimately leading to the increased cost to cities.

SB 1127 reduces the timeline for employers to make a decision about covering a claimed injury, but it does not harmonize any of the other statutes and regulations that prevent employers from complying with the new abbreviated timeline. SB 1127 has three main provisions, all of which are problematic:

1. Reduces the timeframe allotted to employers to investigate rebuttable presumption claims: SB 1127 proposes to shorten the time provided for employers to investigate claims from 90 to 75 days. The bill does not, however, make a single change to the statutory and regulatory provisions that cause investigations to take more than 90 days.
2. Imposes massive new and retroactive penalties on employers: SB 1127 proposes new and unprecedented penalties all claims covered by presumption statutes, including the COVID-19 presumption that applies to every employer in the state. The penalty would apply in situations where "liability has been unreasonably rejected for claims of injury" and would be five times the amount of benefits unreasonably delayed, up to \$50,000.
3. More than doubles the duration of temporary disability for cancer presumption claims: SB 1127 would extend the duration of temporary disability benefits from 104 to 240 weeks for claims covered by cancer presumption statutes. Covered employees currently have full and tax-free wage replacement benefits for one full year, and have access to disability retirement benefits that can, in some cases, be received at the same time as temporary disability benefits. As drafted, that employee could use all five years of the disability during the initial treatment period and would then still not have benefits available if there is a recurrence.

SB 1127 substantially cuts the amount of time available to cities to review whether claimed workplace injuries are, in fact, related to work. This is fundamentally unfair to cities, which deserve a fair opportunity to complete an investigation and make a thoughtful determination about the validity of a claimed injury. For public agencies, the changes would exacerbate an already costly situation.

For these reasons, the City of Milpitas opposes SB 1127.

Sincerely,



Rich Tran, Mayor
City of Milpitas

C: Meg Desmond, League of California Cities (via email: cityletters@calcities.org)
Milpitas City Council
Steve McHarris, Milpitas City Manager
Ashwini Kantak, Milpitas Assistant City Manager
Walter C. Rossmann, Milpitas Deputy City Manager



CITY OF MILPITAS
OFFICE OF MAYOR RICH TRAN

Item # C6.

455 EAST CALAVERAS BOULEVARD, MILPITAS, CALIFORNIA 95035-5479

PHONE: 408-586-3051, www.milpitas.gov

September 2, 2022

Governor Gavin Newsom
1303 10th Street, Suite 1173
Sacramento, CA 95814

via Facsimile:
(916) 558-3160

Subject: AB 2208 (Kalra) – Fluorescent Lamps: Sale and Distribution: Prohibition.
Notice of SUPPORT

Dear Governor Newsom:

The City of Milpitas writes to express its **support for AB 2208 (Kalra)**, which would ban the sale of compact fluorescent lamps (CFLs) starting on January 1, 2024, and linear fluorescent lamps (LFLs) starting on January 1, 2025.

Mercury is a metallic element that occurs naturally and is also released in the environment by humans, where it has significant health effects on people and wildlife. Fluorescent lamps, specifically, contain mercury in vaporized form, elevating inhalation risk significantly in the event a lamp breaks. Mercury-free alternatives are readily available, making the sale of CFLs and LFLs unnecessary. LED lighting provides a safer and more cost effective alternative that is readily available.

AB 2208 removes a hazard containing product from circulation. This is consistent with several for the key strategies in the City's recently updated and adopted Climate Action Plan -- Achieve Zero Waste and Support Circular Economy Policies.

The Milpitas City Council has identified the environment among its top Council Priority Areas. The City's Energy and Environmental Sustainability Commission has identified effective source reduction and energy efficiency programs as a significant issue for our community and has taken action to recommend that that City of Milpitas take a support position on AB 2208.

For these reasons, the City of Milpitas respectfully urges you to support AB 2208 (Kalra). If you have any questions, do not hesitate to contact me at rtran@milpitas.gov or (408) 586-3029.

Sincerely,

Rich Tran, Mayor
City of Milpitas

C: Milpitas City Council
Milpitas Energy and Environmental Sustainability Commission
Steve McHarris, City Manager
Walter C. Rossmann, Deputy City Manager
Tony Ndah, Public Works Director
League of California Cities, (via email: cityletter@calcities.org)



CITY OF MILPITAS
OFFICE OF MAYOR RICH TRAN

Item # C6.

455 EAST CALAVERAS BOULEVARD, MILPITAS, CALIFORNIA 95035-5479
PHONE: 408-586-3051, www.milpitas.gov

September 2, 2022

Governor Gavin Newsom
1303 10th Street, Suite 1173
Sacramento, CA 95814

via Facsimile:
(916) 558-3160

Subject: AB 2784 (Ting) – Solid Waste: Thermoform Plastic Containers:
Postconsumer Thermoform Recycled Plastic.
Notice of SUPPORT

Dear Governor Newsom:

The City of Milpitas writes to express its **support for AB 2784 (Ting)**, which would establish escalating minimum recycled content requirements for thermoform plastic containers (plastic containers such as clamshell, cup, tub, lid, or other similar rigid, non-bottle packaging formed from sheets of extruded resin).

This bill addresses multiple environmental impacts caused by ongoing use of plastic containers made from virgin raw materials including creating a market for recycling of thermoform containers which will reduce litter and contamination of recycling streams and reducing use of virgin fossil fuels-based materials use to manufacture these types of containers.

These outcomes are aligned with several for the key strategies in the City's recently updated and adopted Climate Action Plan – Achieve Zero Waste and Support Circular Economy Policies.

The Milpitas City Council has identified the environment among its top Council Priority Areas. The City's Energy and Environmental Sustainability Commission has identified access to effective electronics recycling and waste diversion programs as a significant issue for our community and has taken action to recommend that that City of Milpitas take a support position on AB 2784.

For these reasons, the City of Milpitas respectfully urges you to support AB 2784 (Ting). If you have any questions, do not hesitate to contact me at rtran@milpitas.gov or (408) 586-3029.

Sincerely,

Rich Tran, Mayor
City of Milpitas

C: Milpitas City Council
Milpitas Energy and Environmental Sustainability Commission
Steve McHarris, City Manager
Ashwini Kantak, Assistant City Manager
Walter C. Rossmann, Deputy City Manager
Meg Desmond, League of California Cities (via email: cityletters@calcities.org)



CITY OF MILPITAS
OFFICE OF MAYOR RICH TRAN

Item # C6.

455 EAST CALAVERAS BOULEVARD, MILPITAS, CALIFORNIA 95035-5479

PHONE: 408-586-3051, www.milpitas.gov

September 2, 2022

Governor Gavin Newsom
1303 10th Street, Suite 1173
Sacramento, CA 95814

via Facsimile:
(916) 558-3160

Subject: SB 1046 (Eggman) – Solid Waste: Pre-Checkout Bags.
Notice of SUPPORT

Dear Governor Newsom:

The City of Milpitas writes to express its **support for SB 1046 (Eggman)**, which would prohibit a store from providing a pre-checkout bag to a customer if the bag is not either a compostable bag or a recyclable bag.

The U.S. EPA found that the United States generated 4.2 million tons of plastic bags, sacks, and wraps in 2018. Of that amount, only 10% was recycled. California has aggressive laws to reduce plastic litter and increase diversion of materials from landfill. Many communities, like Milpitas, have taken local action to eliminate of single use plastic bags. Pre-check out bags remain unregulated and readily available.

SB 1046 takes the next logical step by requiring the pre-checkout produce bags be reusable, recyclable, or compostable. This will reduce contamination of organic waste and compost streams and reduce the prevalence of microplastics entering the environment. Maximizing recyclability/composability of plastic precheck bags aligns with the City of Milpitas' recently adopted and updated Climate Action Plan with includes a key strategy to Achieve Zero Waste.

The Milpitas City Council has identified the environment among its top Council Priority Areas. The City's Energy and Environmental Sustainability Commission has identified reducing plastic waste and plastic contamination of waste streams as a significant issue for our community and has taken action to recommend that that City of Milpitas take a support position on SB 1046.

For these reasons, the City of Milpitas respectfully urges you to support SB 1046 (Eggman). If you have any questions, do not hesitate to contact me at rtran@milpitas.gov or (408) 586-3029.

Sincerely,

Rich Tran, Mayor
City of Milpitas

C: Milpitas City Council
Milpitas Energy and Environmental Sustainability Commission
Steve McHarris, City Manager
Ashwini Kantak, Assistant City Manager
Walter C. Rossmann, Deputy City Manager
Meg Desmond, League of California Cities (via email: cityletters@calcities.org)



CITY OF MILPITAS
OFFICE OF MAYOR RICH TRAN

Item # C6.

455 EAST CALAVERAS BOULEVARD, MILPITAS, CALIFORNIA 95035-5479
PHONE: 408-586-3051, www.milpitas.gov

September 2, 2022

Governor Gavin Newsom
1303 10th Street, Suite 1173
Sacramento, CA 95814

via Facsimile:
(916) 558-3160

Subject: SB 1215 (Newman) Electronic Waste Recycling Act of 2003: Covered Battery-Embedded Products.
Notice of SUPPORT

Dear Governor Newsom:

The City of Milpitas writes to express its **support for SB 1215 (Newman)**, which would update and expand the state's existing, successful Covered Electronic Waste Recycling Program ("E-Waste Recycling Program") to recycle and properly manage a broader range of hazardous electronic waste, specifically battery embedded products.

Expanding the state's E-Waste Recycling Program will keep the program current with evolving technology and address the influx of electronic waste disposed of in California. Communities need to have modern options for recycling battery embedded technology that has become a keep took in each of our daily lives. Effective recycling programs are also key to ensuring safety of solid waste collection and processing workers and facilities.

SB 1215 is a step in ensure that products used are appropriately recycled. This is consistent with several for the key strategies in the City's recently updated and adopted Climate Action Plan – Achieve Zero Waste and Support Circular Economy Policies.

The Milpitas City Council has identified the environment among its top Council Priority Areas. The City's Energy and Environmental Sustainability Commission has identified access to effective electronics recycling and waste diversion programs as a significant issue for our community and has taken action to recommend that that City of Milpitas take a support position on SB 1215.

For these reasons, the City of Milpitas respectfully urges you to support SB 1215 (Newman). If you have any questions, do not hesitate to contact me at rtran@milpitas.gov or (408) 586-3029.

Sincerely,

Rich Tran, Mayor
City of Milpitas

C: Milpitas City Council
Milpitas Energy and Environmental Sustainability Commission
Steve McHarris, City Manager
Ashwini Kantak, Assistant City Manager
Walter C. Rossmann, Deputy City Manager
Meg Desmond, League of California Cities (via email: cityletters@calcities.org)



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Item # C6.

455 EAST CALAVERAS BOULEVARD, MILPITAS, CALIFORNIA 95035-5479
PHONE: 408-586-3051, www.milpitas.gov

September 2, 2022

Governor Gavin Newsom
1303 10th Street, Suite 1173
Sacramento, CA 95814

via Facsimile:
(916) 558-3160

Subject: SB 1256 (Wieckowski) Waste Management: Disposable Propane Cylinders.
Notice of SUPPORT

Dear Governor Newsom:

The City of Milpitas writes to express its **support for SB 1256 (Wieckowski)**, which would prohibit the sale of disposal propane cylinders on and after January 1, 2028.

Disposable propane cylinders are single-use, such as one-pound propane cylinders, typically used in camping stoves, portable heaters, lanterns, portable showers, tailgating grills, boat engines, scooters, lawn care equipment, insect foggers, and welding equipment. It is estimated that over 4 million disposable one-pound propane cylinders are sold into California each year. Refillable one-pound propane cylinders are also sold in California and nationally, however, sales information or market share for these products is unknown. Proper disposal of these cylinders is expensive and improper disposal can be hazardous to solid waste collection personnel and processing facilities.

SB 1256 is a step to ensure that products used are appropriately recycled. This is consistent with several of the key strategies in the City's recently updated and adopted Climate Action Plan – Achieve Zero Waste and Support Circular Economy Policies.

The Milpitas City Council has identified the environment among its top Council Priority Areas. The City's Energy and Environmental Sustainability Commission has identified access to effective recycling and waste diversion programs as a significant issue for our community and has taken action to recommend that the City of Milpitas take a support position on SB 1256.

For these reasons, the City of Milpitas respectfully urges you to support SB 1256 (Wieckowski). If you have any questions, do not hesitate to contact me at rtran@milpitas.gov or (408) 586-3029.

Sincerely,

Rich Tran, Mayor
City of Milpitas

C: Milpitas City Council
Milpitas Energy and Environmental Sustainability Commission
Steve McHarris, City Manager
Walter C. Rossmann, Deputy City Manager
Tony Ndah, Public Works Director
League of California Cities, (via email: cityletter@calcities.org)



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Item # C6.

455 EAST CALAVERAS BOULEVARD, MILPITAS, CALIFORNIA 95035-5479
PHONE: 408-586-3051, www.milpitas.gov

June 17, 2022

The Honorable Richard Roth
Chair, Senate Business, Professions and Economic Development Committee
1021 O Street, Room 3320
Sacramento, CA 95814

Subject: AB 1740 (Muratsuchi) Catalytic Converters.
Notice of SUPPORT (As Introduced January 31, 2022)

Dear Senator Roth,

The City of Milpitas is pleased to support AB 1740 (Muratsuchi). This measure would require a core recycler who accepts a catalytic converter to maintain a written record of the vehicle from which the catalytic converter was removed and would prohibit a core recycler from purchasing or receiving a catalytic converter from a person that is not a commercial enterprise or owner of the vehicle from which the catalytic converter was removed.

According to State Farm, data shows in 2019, the company paid \$2.5 million for 1,104 catalytic converter theft claims. In 2020, it paid out more than four times that amount for 4,507 catalytic converter theft claims. Last year, California made up almost one-third of all catalytic converter claims in the United States, with \$23 million being spent on 9,057 catalytic converter theft claims within the state.

According to the National Insurance Crime Bureau, catalytic converter theft grew by 325% from 2019 to 2020. Catalytic converter theft continues to plague the Bay Area. The City of Milpitas experienced a 175% increase in catalytic converter thefts from 2020 to 2021. This type of theft has become a regular occurrence and is costing our residents thousands of dollars per instance.

Existing law makes it extremely difficult for local law enforcement officers to apprehend catalytic converter thieves despite the significant increase in catalytic converter thefts. AB 1740 seeks to address the dramatic rise in catalytic converter thefts in California's communities by targeting black market sales, making it more difficult for bad actors in this space to buy and sell stolen catalytic converters.

For these reasons, the City of Milpitas supports AB 1740.

Sincerely,

Rich Tran, Mayor
City of Milpitas

C: Milpitas City Council
Steve McHarris, City Manager
Walter C. Rossmann, Deputy City Manager
Jared Hernandez, Chief of Police
Senator Bob Wieckowski, (via email: April.Bird@sen.ca.gov)
Assemblymember Alex Lee, (via email: Anurag.Pal@asm.ca.gov)
Seth Miller, League of California Cities Peninsula Division Public Affairs Manager, (via email: smiller@calcities.org)
League of California Cities, (via email: cityletter@calcities.org)



CITY OF MILPITAS

OFFICE OF MAYOR RICH TRAN

455 EAST CALAVERAS BOULEVARD, MILPITAS, CALIFORNIA 95035-5479

PHONE: 408-586-3059, www.milpitas.gov

June 17, 2022

The Honorable Lena Gonzalez
Chair, Senate Transportation Committee
1021 O Street, Room 7720
Sacramento, CA 95814

Subject: AB 2181 (Berman) Santa Clara Valley Transportation Authority.
Notice of OPPOSITION – UNLESS AMENDED

Dear Senator Gonzalez,

On behalf of the City of Milpitas, I am writing to express the City's oppose unless amended position to Assembly Bill (AB) 2181 (Berman). AB 2181 proposes significant changes to the membership and governance of the Board of Directors of the Santa Clara Valley Transportation Authority (VTA) significantly impacting small to mid-size cities such as the City of Milpitas in shaping regional transportation initiatives and critical funding decisions.

The City of Milpitas has been in the forefront of supporting public transit and transit-oriented housing. Over the last decade, in cooperation with the VTA and BART, the City facilitated the expansion of the Milpitas Transit Center close to the Great Mall bringing together vital transit services such as BART, Lightrail, and bus services. In the City's past and current General Plan, the City has planned for a transit-oriented community around the Milpitas Transit Center, which has allowed the City to achieve and even exceed its total Regional Housing Needs Assessment (RHNA) requirements. This success can partially be attributed to Members of the City of Milpitas City Council serving on the VTA Board understanding the nexus between the City's housing needs and transit development.

However, VTA not only serves as a public transit partner for our City, but it also allocates billions of dollars in transportation grants from Federal, State, regional, and local funding sources (e.g., the 2016 Measure B sales tax in Santa Clara County) to the cities within the County. Consequently, VTA's decisions related to transit service levels in each city and funding for road pavement maintenance, active transportation improvements, and major infrastructure, directly affect each city's ability to plan for its transportation needs and land-use plans. An active partnership with every city that includes understanding each city's community needs and priorities is essential for the VTA Board of Directors. For example, in its effort to address the first/last mile and other transit challenges, the City received approximately \$1.08 million in funding from the 2016 Measure B Innovative Transit Service Models Program administered by VTA. Working closely with VTA, with the funding from the Measure B Program and a City contribution of about \$270,000, the City will implement Milpitas OnDemand, a 12-month pilot program for an on-demand, micro-transit service. Milpitas OnDemand will help address the first/last-mile challenge in Milpitas and provide a convenient and affordable transportation option for Milpitas' residents, employees, and vulnerable/transit-dependent populations.

Currently, there are 12 voting members on the VTA Board, of which 5 directors represent 14 mid-size to small cities. The City of Milpitas is part of a rotation of two director and one alternate director seats representing the cities of Santa Clara, Sunnyvale and Milpitas ensuring appropriate policy input from the County's three largest cities after the City of San Jose. This arrangement has served the City well.

In contrast, AB 2181 would impose ranked-choice voting among 14 mid-size to small cities (e.g., all the cities within Santa Clara County except for San Jose) and eliminate the allocation of alternate directors forcing the City of Milpitas to compete **for five seats of which only three seats are at most reserved for elected officials. Allowing only up to three elected officials from 14 cities is not sufficient.** In addition, the community members would have no accountability to the voters in our cities in making billion-dollar funding decisions on critical transportation projects. The ranked-choice voting process among 14 city councils in our region would not ensure that the community representatives selected will understand how local government funding streams work or what the transportation priorities in the region and the City of Milpitas are.

In fact, ranked-choice voting among all the cities will make the governing process more complicated and convoluted and create more problems than it seeks to fix. This is further intensified if the representative is a private citizen who may not understand the nexus of transit services, transportation funds and regional housing needs.

The impact of the changes proposed by AB 2181 (Berman) will have long-lasting negative effects on shaping regional transportation initiatives, critical funding decisions and housing needs and undermine the principle of regional representation, balanced with population, the VTA is based upon.

For these reasons, the City of Milpitas opposes AB 2181 (Berman) unless amended with the City of Milpitas strong representation of its elected official as part of the rotation among the cities of Milpitas, Santa Clara, and Sunnyvale. Thank you for your consideration and understanding of our position. Please do not hesitate to contact Walter C. Rossmann, Deputy City Manager, at 408-586-3012, if you have any questions.

Sincerely,



Rich Tran, Mayor
City of Milpitas

C: The Honorable Marc Berman, California State Assembly (via email: harry.ermoian@asm.ca.gov)
The Honorable Josh Becker, California State Senate Member, Senate Transportation Committee (via email: bryan.king@sen.ca.gov)
Rhonda Paschal, Deputy Legislative Secretary, Office of Governor Newsom Santa Clara Valley Transportation Authority, Board of Directors
Seth Miller, League of California Cities Regional Public Affairs Manager (via email: cmiller@calcities.org)
Meg Desmond, League of California Cities (via email: cityletters@calcities.org)
Milpitas City Council
Steve McHarris, Milpitas City Manager
Ashwini Kantak, Milpitas Assistant City Manager
Walter C. Rossmann, Milpitas Deputy City Manager



CITY OF MILPITAS
OFFICE OF MAYOR RICH TRAN

Item # C6.

455 EAST CALAVERAS BOULEVARD, MILPITAS, CALIFORNIA 95035-5479
PHONE: 408-586-3051, www.milpitas.gov

June 17, 2022

The Honorable Richard Roth
Chair, Senate Business, Professions and Economic Development Committee
1021 O Street, Room 3320
Sacramento, CA 95814

Subject: AB 2407 (O'Donnell) Vehicle Tampering: theft of Catalytic Converters.
Notice of SUPPORT (As Amended March 10, 2022)

Dear Senator Roth,

The City of Milpitas is pleased to support AB 2407 (O'Donnell). This measure would require a core recycler to report specified information about the purchase and sale of catalytic converters to the chief of police or the sheriff, obtain and preserve a seller's thumbprint, and request to receive theft alert notifications regarding the theft of catalytic converters.

According to State Farm, the company paid \$2.5 million for 1,104 catalytic converter theft claims in 2019. In 2020, it paid out more than four times that amount for 4,507 catalytic converter theft claims. Last year, California made up almost one-third of all catalytic converter claims in the United States, with \$23 million being spent on 9,057 catalytic converter theft claims within the state.

According to the National Insurance Crime Bureau, catalytic converter theft grew by 325% from 2019 to 2020. Catalytic converter theft continues to plague the Bay Area. The City of Milpitas experienced a 175% increase in catalytic converter thefts from 2020 to 2021. This type of theft has become a regular occurrence and is costing our residents thousands of dollars per instance.

The current lack of prosecution for those who commit property crimes and the absence of regulation for those who recycle catalytic converters is directly associated to the proliferation of this crime. AB 2407 seeks to address the dramatic rise in catalytic converter thefts in California's communities by establishing a more robust reporting system for the sale and transfer of these auto parts.

For these reasons, the City of Milpitas supports AB 2407.

Sincerely,


Rich Tran, Mayor
City of Milpitas

C: Milpitas City Council
Steve McHarris, City Manager
Walter C. Rossmann, Deputy City Manager
Jared Hernandez, Chief of Police
Senator Bob Wieckowski, (via email: April.Bird@sen.ca.gov)
Assemblymember Alex Lee, (via email: Anurag.Pal@asm.ca.gov)
Seth Miller, League of California Cities Peninsula Division Public Affairs Manager, (via email: smiller@calcities.org)
League of California Cities, (via email: cityletter@calcities.org)



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Consider the Recommendations from Mayor Tran for Appointments to the Youth Advisory Commission (Contact: Mayor Tran, 408- 586-3029)
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	9/6/2022
	<u>Recommendation:</u> Receive the recommendation from Mayor Tran and approve appointments to the Youth Advisory Commission.

Background:

The City of Milpitas has 13 Commissions (including the Measure F Oversight Committee), with members appointed by the Mayor and confirmed by the City Council. They advise the Milpitas elected officials on a variety of community interest and policy areas.

Any resident interested in serving on a City Commission must complete a Commission Application and submit the form to the City Clerk. Copies of the applications are provided to the Mayor for his consideration. Per Government Code 40605, in a general law city where the office of Mayor is an elective office, the Mayor with the approval of the City Council, shall make all appointments to boards, commissions, and committees unless otherwise specifically provided by statute.

Current Commissioners may seek to be reappointed upon the expiration of their current term, but reappointment to a new term is not automatic. Those Commissioners seeking reappointment must contact the City Clerk and the Mayor to convey their request. Re-appointment must be recommended by the Mayor and confirmed by the City Council.

Analysis:

Mayor Tran is making the following recommendations for appointment to the Youth Advisory Commission:

1. Move Nitya Kaki from Alternate No. 1 to a Commissioner seat with a term expiring September 2025.
2. Move Srinand Mudunuri from Alternate No. 2 to a Commissioner seat with a term expiring September 2025.

All recommended Commissioner appointments have been reviewed and confirmed by the City Clerk's office.

Fiscal Impact:

There is no fiscal impact associated with this item.

Recommendation:

Receive the recommendation from Mayor Tran and approve appointments to the Youth Advisory Commission.

Attachments:

1. Applications

CITY OF MILPITAS COMMISSION REAPPOINTMENT APPLICATION

Item # C7.

Youth Advisory Commission

COMMISSION REQUESTING REAPPOINTMENT FOR **↑**

Name: Nitya Kaki
First Last

Currently serving as : ☒ Commissioner ☒ Alternate

Years of service: 1

I am requesting reappointment for an additional term.

If **Youth Advisory Commission** applicant, indicate your grade & school: 9th Grade; Milpitas High School

I have sufficient time to devote to this responsibility and will attend the required meetings if I am reappointed.


Signature

7/16/22

Date

Reappointments to Commissions are made by the Mayor with the concurrence of the City Council.

PLEASE BE AWARE THAT ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD
E-mail, send in US mail or drop off your completed reappointment request:

City Clerk, Milpitas City Hall 3rd floor, 455 E. Calaveras Blvd., Milpitas, CA 95035, email: CityClerk@ci.milpitas.ca.gov

**CITY OF MILPITAS COMMISSION
REAPPOINTMENT APPLICATION**

Item # C7.

Youth Advisory Commission
COMMISSION REQUESTING REAPPOINTMENT FOR ↑

Name: Srinand First Madunuri Last

Currently serving as : ☐ Commissioner ☒ Alternate

Years of service: 1

I am requesting reappointment for an additional term.

If Youth Advisory Commission applicant, indicate your grade & school: 10th, Summit Denali High School

Yes

I have sufficient time to devote to this responsibility and will attend the required meetings if I am reappointed.

Srinandm

Signature

7/25/2022

Date

Reappointments to Commissions are made by the Mayor with the concurrence of the City Council.

PLEASE BE AWARE THAT ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD
E-mail, send in US mail or drop off your completed reappointment request:

City Clerk, Milpitas City Hall 3rd floor, 455 E. Calaveras Blvd., Milpitas, CA 95035, email: CityClerk@ci.milpitas.ca.gov



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Confirm Appointment of Milpitas Unified School District Representative to the Energy and Environmental Sustainability Commission (Contact: Suzanne Guzzetta, Acting City Clerk, 408-586-3001)
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	9/6/2022
	<u>Recommendation:</u> Confirm appointment of Milpitas Unified School District representative Jared Acosta to the Energy and Environmental Sustainability Commission to an unexpired term ending October 2023.

Background:

In 2018, the City Council adopted a Commissioner Handbook, and, in 2019, approved updated Bylaws and Bylaw Addendums for the City of Milpitas Commissions including the Energy and Environmental Sustainability Commission. While the updates standardized membership on those Commissions to seven voting members and two alternates, the bylaw addendums designate membership requirements to fill certain seats.

Of the seven members on the Energy and Environmental Sustainability Commission, one is designated as a representative of the Milpitas Unified School District. The member is selected by the Milpitas Unified School District Board or by the Milpitas Unified Superintendent and confirmed by City Council.

Superintendent Cheryl Jordan selected Jared Acosta, Supervisor of Grounds, Transportation & Safety to represent the Milpitas Unified School District on the Energy and Environmental Sustainability Commission.

Fiscal Impact:

There is no fiscal impact associated with this item.

Recommendation:

Confirm appointment of Milpitas Unified School District representative Jared Acosta to the Energy and Environmental Sustainability Commission to an unexpired term ending October 2023.

Attachments:

None.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve the 2022 Youth Advisory Commission Scholarship Recipients (Staff Contact: Renee Lorentzen, Director of Recreation and Community Services, 408-586-3409)
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	9/6/2022
	<u>Recommendation:</u> Approve budget appropriation of \$1,500 to the Recreation and Community Services Department operating budget for three individual \$500 Youth Advisory Commission Community Service Scholarships.

BACKGROUND:

Each year, the Youth Advisory Commission awards service scholarships to deserving Milpitas resident youth who are high school students, Junior or Senior (outgoing) standing. Scholarships of \$500 are approved and are presented annually at a City Council Meeting. At the June 9, 2022 Youth Advisory Commission meeting, the Commission reviewed submitted 2022 Scholarship Applications to make recommendation to City Council on final Scholarship awards.

ANALYSIS:

At the June 9, 2022 Youth Advisory Commission meeting, the Commission reviewed eight (8) 2022 Scholarship Applications.

The Commission reviewed eligible applications on their ability to demonstrate:

- A history of community service beyond any school requirements.
- Exemplary leadership and be a role model in his/her community.
- Completion of the scholarship questionnaire, consisting of one short essay question.
- Possession a minimum 2.5 accumulative, weighted GPA. Transcript is required.
- One (1) letter of recommendation, including contact information, from a teacher, counselor, or organization leader.

Youth Advisory Commission members are not eligible for this scholarship.

After careful deliberation and discussion, the Commission voted to recommend three (3) Scholarships to Catherine Fong, Noelle Huynh and Trinh Tran for City Council final approval.

Fiscal Impact:

This item requires a budget appropriation of \$1,500 from the Youth Holding Account into the Recreation and Community Services operating budget. The Youth Holding Account balance is \$15,088.65 which includes monies derived from donations, grants, and fundraisers hosted by the Youth Advisory Commission.

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):

Approve budget appropriation of \$1,500 to the Recreation and Community Services Department operating budget for three individual \$500 Youth Advisory Commission Community Service Scholarships.

Attachment:

Youth Advisory Commission Scholarship Recommended Applications

Youth Advisory Commission

Community Service Scholarship Application



Scholarship Application and Questionnaire Due: June 7, 2022

The City of Milpitas Youth Advisory Commission has established a scholarship program for Milpitas residents currently in high school, of junior or senior (outgoing) standing. The purpose of the scholarship program is to encourage students to continue their education by enrolling in a higher education or trade school. and provide financial assistance to students who wish to continue their education. A \$500 monetary scholarship will be awarded to two (2) high school junior or senior, to be used toward future school opportunities/supplies/tuition. The recipient must meet the following criteria and will be selected by the Youth Advisory Commission:

- Must be a high school junior or senior in the 2021/22 school year and a resident of Milpitas. •
- Must demonstrate a history of community service beyond any school requirements.
- Must demonstrate exemplary leadership and be a role model in his/her community.
- Must complete the scholarship questionnaire, consisting of one short essay question.
- Must possess a minimum 2.5 accumulative, weighted GPA. Transcript is required.
- One (1) letter of recommendation, including contact information, from a teacher, counselor, or organization leader.
- Applications must be received no later than June 7, 2022 at 5:00 p.m. **Late applications will not be accepted.**

Please Print

Tran Ngoc Trinh D.
Last First MI

[Redacted]

Street, City & Zip

[Redacted]

[Redacted]

Phone

Email

Milpitas High School

UC Berkeley

Graduating High School

Jr. College/College/Trade School /University you plan/ hope on attending

3.94

GPA (accumulative, weighted)

Note: Please attach transcript. GPA and transcripts will be kept confidential.

Are you or your family currently receiving public assistance, utilizing assistance programs, low-income benefits or services? (Optional)

- [Redacted]



Milpitas Community Center, 457 E. Calaveras Blvd., (408) 586-3210
Milpitas Senior Center, 40 N. Milpitas Blvd. (408) 586-3400
Milpitas Sports Center, 1325 E. Calaveras Blvd., (408) 586-3225

Youth Advisory Commission
Community Service Scholarship Questionnaire
(Attach to application)

Please type your response to the following short essay questions on a separate piece of paper. Responses should not exceed 500 words.

1. Tell us about the Community Service project that you were most proud of. What did you learn from that experience?

- I am most proud of my community service experience with Read Write Discover (RWD), a nonprofit that partners with libraries to pair high school tutors with students in K-8th grade. I began as a tutor in freshman year, and I advanced to being a co-coordinator of the program as well as a tutor in sophomore year. I tutored again in junior year, and I am now a program manager.

The program allows tutors to create their own lesson plans and have full freedom over the curriculum, enabling me to discover a passion for creating resources and guiding others to reach their potential. As a tutor, I would spend hours writing my own interactive activities, tailored to the student's individual needs and interests. I have pursued several other educational opportunities since then, and I have been told that I am a mentor figure to some underclassmen in my clubs, which I believe started with that original experience at RWD.

When I became a co-coordinator, I was responsible for following the organization's guidelines to successfully host a virtual RWD program at the Educational Park Library. I recruited and interviewed tutors, facilitated informational sessions with parents, assisted tutors with lesson planning, and coordinated numerous events such as an awards ceremony, among other responsibilities.

Now, as a program manager, I am guiding this year's coordinators to set up their own programs and participating in leadership team meetings to make more large-scale developments to the organization.

Throughout my years with RWD, I believe I have learned most from the other volunteers. I remember striving to emulate my co-coordinator, who was one of the smartest and most competent people I'd met -- she created organized and aesthetically pleasing spreadsheets, wrote pages-long resources that the organization still continues to use, and involved herself with many aspects beyond her role. Moreover, my current supervisor is an amazing "people person" who is able to keep the program manager team together. The executive director also has a full-time job yet manages to set aside great blocks of time to support the entire organization. Overall, the volunteers comprise one of the most robust and passionate teams that I've had the privilege to work with, and I am continually learning from their dedication and skill sets.

2. How will this scholarship help you achieve your educational goals?

- I will be attending UC Berkeley in the fall to pursue Social Welfare. Since I plan to become a social worker and potentially attain a leadership position within the field, I will likely also need a master's degree. My estimated cost of attendance at UC Berkeley is \$40,024 for each undergraduate year. Although I will be able to cover the first year with financial aid and scholarships, I am concerned about my ability to pay for the following years. My mom is a homemaker and my dad is a waiter, so our family income falls near the poverty threshold. As such, my parents will not be able to contribute much (if anything) to my college tuition. This scholarship will help me cover the cost of transportation, books, and some personal expenses during my undergraduate career so that I can save up for my master's.

3. Tell us about a time when you experienced failure and what you learned from that experience.

Item # C9.

- One of my most memorable experiences with failure came as a Speech & Debate competitor in sophomore year. I have always struggled to find my voice; I remember freezing up and crying in fourth grade when I had to give a presentation. As such, I joined the Speech team to overcome my shyness. I competed in Original Oratory events, where I composed, memorized, and delivered timed 10-minute speeches to judges and other competitors.

At the first tournament I attended, I panicked during the first round and not only skipped several paragraphs of my speech, but also told the judge that I forgot what I was supposed to say. During the second round, I stumbled over the introductory paragraph and then apologized out loud. During the third round, I rushed through the speech and spoke too quietly to be heard. I ended up placing around 70th out of 92 speakers -- which was, all things considered, a generous placement.

To be honest, the hours-long tournament was incredibly stressful. I cried and contemplated going home after the second round, but I figured that I'd already invested too much time and effort to just leave.

Yet the experience *did* help me overcome my social anxiety. I struck up conversations with other students while waiting for rounds to start, and I enjoyed getting to know them a bit outside of the competitive setting. I also talked to the first judge afterwards, who told me about how her daughter also joined to overcome her shyness and that "it was a journey." These little interactions made me realize that people tend to be more human than I'd imagined them to be.

Most importantly, I learned that it's okay to take risks and embarrass yourself. Though I still get nervous with public speaking and talking to strangers, it comforts me to remember that there are few speaking opportunities as stressful as that first tournament.

All applications and questionnaires are to be submitted **by email**, by June 7, 2022 to:

Anthony Teschera, Recreation Program Coordinator

E-mail: ateschera@milpitas.gov Questions:

(408) 586-3231

I, the undersigned, do hereby agree to allow the individual named herein to participate in the YAC Community Service Scholarship program. I certify that all statements made in this application are true and correct to the best of my knowledge, and I agree and understand that if I am to receive this scholarship, any false statements may result in my disqualification.



June 7, 2022

Signature of Applicant

Date

General

Contact

Add'l Info

Programs 0

User Codes ▾

Ngoc Trinh Tran

Graduation Track	Graduated	Grad Stat	Expected Grad
Default			
Comment			

GPA's This process will recompute the student's built-in gpa and any district gpas defined below.

(W) Acad GPA	(W) Total GPA	(W) 10-12 GPA	Credit Att/Compl	
4.03	3.94	4.09	210.00	210.00
Name	GPA	Class Rank/Size	GPA Last Updated	Class Rank Last Updated

Course History

☐ Sort by Subject ☐ Sort by Date Descending

2018-2019 | Milpitas High SchoolGrade 9 | Fall Semester

Schl	Year	Tm	Grd	Crs ID	Std Course Title	RT	CP	N/H	Mark	Atmp	Comp	Special Crs Title	Indicators	More
341	2018-2019	5	9	100111	English IA		P		A	5.00	5.00			
341	2018-2019	5	9	20624A	Int CCMath IIA		P		A-	5.00	5.00			
341	2018-2019	5	9	401045	Biology		P		A-	5.00	5.00			
341	2018-2019	5	9	502145	Spanish I		P		A	5.00	5.00			
341	2018-2019	5	9	600201	PE 9			N	B+	5.00	5.00			
341	2018-2019	5	9	601955	Orchestra		P		A+	5.00	5.00			

2018-2019 | Milpitas High SchoolGrade 9 | Spring Semester

Schl	Year	Tm	Grd	Crs ID	Std Course Title	RT	CP	N/H	Mark	Atmp	Comp	Special Crs Title	Indicators	More
341	2018-2019	6	9	100111	English IA		P		A	5.00	5.00			
341	2018-2019	6	9	20624A	Int CCMath IIA		P		B+	5.00	5.00			
341	2018-2019	6	9	401045	Biology		P		A-	5.00	5.00			
341	2018-2019	6	9	502145	Spanish I		P		A	5.00	5.00			
341	2018-2019	6	9	600201	PE 9			N	B+	5.00	5.00			
341	2018-2019	6	9	601955	Orchestra		P		A	5.00	5.00			

2019-2020 | Milpitas High SchoolGrade 10 | Fall Semester

Schl	Year	Tm	Grd	Crs ID	Std Course Title	RT	CP	N/H	Mark	Atmp	Comp	Special Crs Title	Indicators	More
341	2019-2020	5	10	100112	English IIA		P		A	5.00	5.00			
341	2019-2020	5	10	20634A	Int CCMath IIIA		P		B	5.00	5.00			
341	2019-2020	5	10	301062	AP Wrld Hist		P	H/AP	A	5.00	5.00			
341	2019-2020	5	10	402055	Chemistry H		P	H	B+	5.00	5.00			
341	2019-2020	5	10	502245	Spanish II		P		A-	5.00	5.00			
341	2019-2020	5	10	601955	Orchestra		P		A+	5.00	5.00			

2019-2020 | Milpitas High SchoolGrade 10 | Spring Semester

Schl	Year	Tm	Grd	Crs ID	Std Course Title	RT	CP	N/H	Mark	Atmp	Comp	Special Crs Title	Indicators	More
341	2019-2020	6	10	100112	English IIA		P		CR	5.00	5.00			
341	2019-2020	6	10	20634A	Int CCMath IIIA		P		CR	5.00	5.00			
341	2019-2020	6	10	301062	AP Wrld Hist		P	H/AP	CR	5.00	5.00			
341	2019-2020	6	10	402055	Chemistry H		P	H	CR	5.00	5.00			
341	2019-2020	6	10	502245	Spanish II		P		CR	5.00	5.00			

Item # C9.

341	2019-2020	6	10	601955	Orchestra		P		CR	5.00	5.00			
341	2019-2020	6	10	700095	CompSciPrinc		P		CR	5.00	5.00			

2020-2021 | Milpitas High SchoolGrade 11 | Fall Semester

Schl	Year	Tm	Grd	Crs ID	Std Course Title	RT	CP	N/H	Mark	Atmp	Comp	Special Crs Title	Indicators	More
341	2020-2021	5	11	100053	English III H		P	H	A	5.00	5.00			
341	2020-2021	5	11	106045	Journalism		P		A-	5.00	5.00			
341	2020-2021	5	11	204565	AP Statistics		P	H/AP	A-	5.00	5.00			
341	2020-2021	5	11	302063	AP US History		P	H/AP	A-	5.00	5.00			
341	2020-2021	5	11	305945	Facing Hist		P		A-	5.00	5.00			
341	2020-2021	5	11	306865	AP Psychology		P	H/AP	A	5.00	5.00			

2020-2021 | Milpitas High SchoolGrade 11 | Spring Semester

Schl	Year	Tm	Grd	Crs ID	Std Course Title	RT	CP	N/H	Mark	Atmp	Comp	Special Crs Title	Indicators	More
341	2020-2021	6	11	100053	English III H		P	H	B+	5.00	5.00			
341	2020-2021	6	11	106045	Journalism		P		A-	5.00	5.00			
341	2020-2021	6	11	204565	AP Statistics		P	H/AP	C-	5.00	5.00			
341	2020-2021	6	11	302063	AP US History		P	H/AP	B	5.00	5.00			
341	2020-2021	6	11	306865	AP Psychology		P	H/AP	A-	5.00	5.00			
341	2020-2021	6	11	307145	Sociology		P		B+	5.00	5.00			

2021-2022 | Milpitas High SchoolGrade 12 | Fall Semester

Schl	Year	Tm	Grd	Crs ID	Std Course Title	RT	CP	N/H	Mark	Atmp	Comp	Special Crs Title	Indicators	More
341	2021-2022	5	12	100064	AP English		P	H/AP	A	5.00	5.00			
341	2021-2022	5	12	303044	American Govt		P		A-	5.00	5.00			
341	2021-2022	5	12	403045	Physics		P		B	5.00	5.00			
341	2021-2022	5	12	600205	PE HS			N	B	5.00	5.00			
341	2021-2022	5	12	700105	AP Cmptr Sci		P	H/AP	C-	5.00	5.00			

Transcript Indicators Legend

No Transcript Indicators Defined



Milpitas High School

1285 Escuela Parkway, Milpitas, California 95035 (408) 635-2800

Letter of Recommendation for Trinh Tran

February, 2021

In the fall of 2020, I received an email from Trinh Tran, a young lady I did not know, and she asked if she could start a literary magazine on our campus. Milpitas High School is a large school with over 3,200 hundred students and a richly diverse population. We boast that over 45 languages are spoken on our campus. We had not had a literary magazine at MHS for over 20 years, and though I was pleased with the idea of establishing a literary magazine, I understood that the task would not be easy.

But within six months, Trinh Tran and her staff published the first edition of the *Arras* Literary Magazine. The magazine was poignant, creative and relevant. It was received with enthusiasm and high praise from our high school community, and now Trinh is well underway on the second edition. The success of *Arras* rests solely on Trinh's shoulders. She single-handedly assembled a group of motivated students and began workshops in writing, editing, and evaluating. She trained her staff and prepared them for the work they would have to do on the magazine. Trinh set high standards for her staff, and she encouraged everyone to work hard for their goal. As the magazine began to receive submissions, Trinh supervised the editors and made sure each submission met the magazine's criteria for excellence. Trinh proved to be a confident leader and a take charge young woman. She listens to those she works with, she understands how to delegate responsibility, and she knows how to empower those around her.

Though Trinh has excelled in the founding and publication of our school literary magazine, Trinh is first and foremost a gifted and talented writer. Her command of the written word is evident in her poetry and short stories. Her works are passionate, full of imagery and thought provoking. Trinh creates emotional, character-driven pieces. Her complex characterization enables her readers to connect with her characters, get inside their heads, and explore their impulses and motivations. Trinh's writing strengths include her imaginative phrasing and ideas, the use of figurative language, and her ability to evoke emotions in her readers. Trinh also focuses on themes such as social dynamics, coming of age, and the importance of community. Trinh is inspired by life and that inspiration is reflected in her work. Trinh speaks with a fresh voice and conveys a sense of vitality in her writing. She is reflective, mature, and maintains a sense of purpose.

April, 2022

I wrote this letter of recommendation for Trinh Tran when she was applying to summer writing programs. Of course, she was accepted into a program and had a successful summer. This letter speaks to Trinh's excellent leadership, organizational and creative qualities. Trinh possesses the maturity needed to be successful in college. She is willing to learn, work hard, and take on new challenges. Trinh is respected by teachers and peers alike and will be an asset to the university she attends.

Heidi Shannahan
MHS English Department

Youth Advisory Commission

Community Service Scholarship Application



Item # C9.

Scholarship Application and Questionnaire Due: June 7, 2022

The City of Milpitas Youth Advisory Commission has established a scholarship program for Milpitas residents currently in high school, of junior or senior (outgoing) standing. The purpose of the scholarship program is to encourage students to continue their education by enrolling in a higher education or trade school, and provide financial assistance to students who wish to continue their education. A \$500 monetary scholarship will be awarded to two (2) high school junior or senior, to be used toward future school opportunities/supplies/tuition. The recipient must meet the following criteria and will be selected by the Youth Advisory Commission:

- Must be a high school junior or senior in the 2021/22 school year and a resident of Milpitas.
- Must demonstrate a history of community service beyond any school requirements.
- Must demonstrate exemplary leadership and be a role model in his/her community.
- Must complete the scholarship questionnaire, consisting of one short essay question.
- Must possess a minimum 2.5 accumulative, weighted GPA. Transcript is required.
- One (1) letter of recommendation, including contact information, from a teacher, counselor, or organization leader.
- Applications must be received no later than June 7, 2022 at 5:00 p.m. **Late applications will not be accepted.**

Please Print

HUYNH NOELLE L
Last First MI

[REDACTED]
Street, City & Zip

[REDACTED]
Phone

[REDACTED]
Email

MILPITAS HIGH SCHOOL UNIVERSITY OF CALIFORNIA, DAVIS
Graduating High School Jr. College/College/Trade School /University you plan/ hope on attending

4.27 GPA (accumulative, weighted)

Note: Please attach transcript. GPA and transcripts will be kept confidential.

Are you or your family currently receiving public assistance, utilizing assistance programs, low-income benefits or services? (Optional)



Recreation and
Community Services

Milpitas Community Center, 457 E. Calaveras Blvd., (408) 586-3210
Milpitas Senior Center, 40 N. Milpitas Blvd. (408) 586-3400
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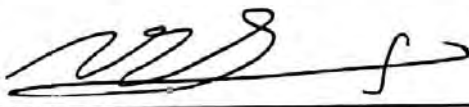
**Youth Advisory Commission
Community Service Scholarship Questionnaire**
(Attach to application)

Please type your response to the following short essay questions on a separate piece of paper. Responses should not exceed 500 words.

1. Tell us about the Community Service project that you were most proud of. What did you learn from that experience?
2. How will this scholarship help you achieve your educational goal?
3. Tell us about a time you experienced failure, and what you learned from that experience?

All applications and questionnaires are to be submitted **by email**, by June 7, 2022 to:
Anthony Teschera, Recreation Program Coordinator
E-mail: ateschera@milpitas.gov Questions:
(408) 586-3231

I, the undersigned, do hereby agree to allow the individual named herein to participate in the YAC Community Service Scholarship program. I certify that all statements made in this application are true and correct to the best of my knowledge, and I agree and understand that if I am to receive this scholarship, any false statements may result in my disqualification.



Signature of Applicant

06/07/2022

Date

Youth Advisory Commission
Community Service Scholarship Questionnaire
Noelle Huynh

1. Tell us about the Community Service project that you were most proud of. What did you learn from that experience?

During COVID-19, I saw a lack of interactive clubs or classes, especially anything science-related. I felt compelled to remedy the gap between engaging classes and lack of chemistry exposure to younger students.

So I founded CleverChem, a free online program offering chemistry classes to sixth through ninth-graders. I reached out to my science teachers, PTSA groups, and friends to spread the word about CleverChem, and led a team of program directors and instructors.

I created interactive activities, projects, and games. I saw kids eager to share ideas, apply scientific concepts to everyday life, and display genuine curiosity for chemistry. Some joined Science Olympiad because they found an interest in learning the practical application of science.

I learned how my community contributions can impact many with an idea I had. Over six weeks, CleverChem taught 150 students from local schools and beyond. I received community recognition from Superintendent Cheryl Jordan and President John Norwood from the Milpitas Unified School District. The satisfaction of hearing students' newfound appreciation for chemistry has inspired me to continue sharing how science is universal in our lives.

2. How will this scholarship help you achieve your educational goal?

While my acceptance to UC Davis has granted me a foot in the door, this opportunity to enrich my academic career and fund my future is only made possible by receiving the most amount of financial aid I need. Living away from home costs my family and me more than \$50,000, even with using unsubsidized and subsidized loans. Necessities would include room and board, transportation, meal plans, and quarterly tuition.

I would utilize the scholarship awarded to continue being a successful student, alleviate financial burdens from my family, graduate debt-free, and attain a degree in Biochemistry.

I see the Youth Advisory Committee's scholarship as a start to a strong foundation for my college journey, motivating me to continue my goal of becoming a dermatologist.

3. Tell us about a time you experienced failure, and what you learned from that experience?

Math was a constant challenge affecting my grades and self-esteem in my early school years. The desire to see myself volunteer to explain a problem, contribute to math discussions, and succeed overall prompted me to adapt, which led to my enrollment in Kumon, an after-school math program.

I began to change my mindset that I can achieve anything I set forth.

I balanced daily Kumon assignments, even while taking challenging Honors and AP courses. I challenged myself to complete geometry up to complex differential equations. During COVID-19, I continued to prioritize math by having numerous virtual appointments with tutors for necessary support. As I improved my math skills over five years, I became a better version of myself. I regularly asked teachers for assistance, became a reliable mentor, and tutored students.

My motivation to achieve beyond my current capabilities grew beyond math and extended to daily life and influenced my character. Despite moments of fear or doubt, I learned to adapt to see challenges as a window of new possibilities. My internal drive to pursue new opportunities and improve myself, as a student and as a person, has made me who I am today.

Noelle Huynh
 Milpitas, CA 95035 | Milpitas High School | [REDACTED]

Community & Volunteer Involvement

Member Volunteer

Milpitas Speech & Debate Team, Oct 2018 - Present

Member of MHS Speech & Debate team responsible for planning & volunteering at biannual MHS Stephen Stewart speech & debate tournaments

- Create & schedule volunteer shifts via spreadsheet, sign-up forms, & emails
- Manage food supply, cashier, & students responsible for cafeteria staff
- Process reimbursement forms for foods &/or supplies
- Operate the help-desk for parent judges & competitors answering questions regarding the tournament rules, regulations, &/or debate round schedules
- Judge debate rounds for tournament competitors, filling out ballots & giving written feedback

Speech & Debate Instructor

Milpitas Speech & Debate Program, July 2020 - July 2021

Milpitas Speech & Debate Program is a student-run program offering free public speaking classes for 3rd-8th graders in MUSD schools

Team member & instructor responsible for leading weekly classes, designing curriculum, & teaching the rudiments of competitive speech & debate to MUSD students

- Taught 60+ third grade students in local school district fundamental skills of speech & debate leading six classes per week (1.25 hours each)
- Taught 30+ fifth grade students in local school district fundamental skills of speech & debate leading one class per week (1.25 hours each)
- Led & maintained active communication with students' parents regarding homework extensions, student progress, & rescheduling classes
- Provided office hours for students needing additional support
- Created & managed Google Classrooms positing meeting recordings, assignments, announcements, & relevant teaching/study materials

Debate Team Mentor

Milpitas Speech & Debate Team, Aug 2020 - Present

Member of MHS Speech & Debate team mentoring novice competitors participating in Lincoln-Douglas debate competitions

- Lead weekly practice sessions for novice debate members via in-person & Zoom
- Teach fundamental skills including writing debate arguments, delivering rebuttal speeches, & researching current topics
- Assist main debate coach in facilitating practice rounds
- Judge practice rounds giving feedback & ideas for improvement

Mathematics Instructor

Bliss Kids Organization, June 2021 - August 2021

Team member & mathematics instructor responsible for teaching seventh-grade math to incoming 7th & 8th-grade students from in & out-of-state

Bliss Kids is a 501(C)(3) non-profit organization providing math, English, & coding classes to 3rd through 8th graders. The organization fundraises money & educational resources to sponsor schools in developing countries.

- Conducted 1.45-hour Zoom meetings among 50+ students weekly
- Designed lessons & worksheets adhering to 7th grade Common Core mathematical standards
- Held discussions about math applications in real life (e.g. sales tax, proportions)
- Created & sent student progress reports to parents
- Created & managed Google Classrooms positing meeting recordings, assignments, announcements, & relevant teaching/study materials

Extracurricular Activities

Debate Competitor & Team Secretary

Milpitas Speech & Debate Team, October 2017 - Present

Debate competitor since 8th grade competing in Public Forum & Lincoln Douglas competitive events, Team Secretary for MHS Speech & Debate team since August 2020

- Participate in two-hour practice sessions weekly with debate coach preparing arguments, rebuttal speeches, & research
- Compete in tournaments in & out-of-state
- Create tournament sign-up forms & maintain communication among 150+ parents & student members
- Conduct meetings among officers & staff club advisors about new business & approval of funds
- Create & send meeting minutes approving entry fees, reimbursements, payment invoices, etc.
- Some Achievements:
 - November 2018 - Novice Debate Octofinalist at Santa Clara University Dempsey Cronin Invitational
 - November 2020 - Varsity Douglas Debate Quarterfinalist at John Lewis Silicon Valley Urban Debate League Invitational
 - December 2020 - Varsity Debate Semifinalist at La Costa Canyon Winter Tournament

Club Vice President

GenerationShe, March 2021 - Present

Vice President is responsible for maintaining operations between student outreach, social media, advertisement, & planned events/workshops

GenerationShe is a Club focused on instilling entrepreneurial spirit among female-identifying students by providing real-life skills teaching business networking, interview tips, & leadership.

- Recruit members through social media advertisements & school events
- Collaborate with team members to create meeting presentations

- Organize workshops teaching professional skills (e.g. how to create a LinkedIn profile, how to find & land internships)
- Conduct bi-monthly meetings via in-person & Zoom

Founder & Co-Program Director

CleverChem, July 2021 - Present

Founder & Co-Program Director of CleverChem, a free online program offering chemistry classes to 6th-9th-grade students. Its mission is to dissuade intimidation in learning chemistry, evoke science-curiosity in younger students, & foster appreciation for science in our world.

- Design lesson plans to teach fundamental chemistry concepts (e.g. calorimetry, the Periodic Table, states of matter) & curriculum in the form of Google Presentations
- Construct games (e.g. Kahoot), academic projects, & homework assignments
- Communicate with PTSA groups, former science teachers, and the school board for enrollment outreach
- Create advertisement material (e.g. flyers) & parent permission forms
- Recruited and trained four student tutors
- Achievements:
 - o September 2021 - Received the MUSD Certificate of Recognition from Superintendent Cheryl Jordan and the school board for positively impacting the school and local community of Milpitas
 - o October 2021 - CleverChem successfully taught & retained a student population of 150 from MUSD from our first Fall Session

Student Name Huynh, Noelle Law		Student ID [REDACTED]	Grade 12	Birthdate [REDACTED]	Counselor Cler, Julie	Transcript of Student Progress Item # C9.					
Parent/guardian name, address, telephone [REDACTED] Milpitas, CA 95035 [REDACTED]						April 18, 2022 Milpitas High School 1285 Escuela Parkway Milpitas, CA 95035 (408) 635-2800 Fax (408) 635-2848					
Crs-ID	Course Title	Mark	Att/Cmp	Crs-ID	Course Title	Mark	Att/Cmp	Crs-ID	Course Title	Mark	Att/Cmp
Grade 9 Fall Semester 2018-2019				600205	PE HS	CR	5.00 5.00	Credit Att: 30.00 Cmp: 30.00 TGPA: 4.33			
Milpitas High School				Credit Att: 30.00 Cmp: 30.00 TGPA: 0.00				--WORK IN PROGRESS--			
p	100041 English I	A+	5.00 5.00	Grade 11 Summer Session 2019-2020				Milpitas High School			
p	206146 Int CCMath I	A+	5.00 5.00	Math Jam SJCC				p	100044 English IV	5.00	0.00
p	306545 Geography	A+	5.00 5.00	p	UMATL3 Math3,Sem1	CR	0.00 0.00	p	204065 AP Calc AB	5.00	0.00
p	401045 Biology	A+	5.00 5.00	p	UMATL3 Math3,Sem2	CR	0.00 0.00	p	303044 American Govt	5.00	0.00
p	502145 Spanish I	A	5.00 5.00	Credit Att: 0.00 Cmp: 0.00 TGPA: 0.00				p	401065 AP Biology	5.00	0.00
600201	PE 9	B+	5.00 5.00	Grade 11 Fall Semester 2020-2021				p	502445 Spanish IV	5.00	0.00
Credit Att: 30.00 Cmp: 30.00 TGPA: 3.83				Milpitas High School				p	602005 Painting	5.00	0.00
Grade 9 Spring Semester 2018-2019				p	100053 English III H	A	5.00 5.00	Total Credit: 30.00			
Milpitas High School				p	203555 Pre Calculus H	A-	5.00 5.00				
p	100041 English I	A+	5.00 5.00	p	302043 US History	A+	5.00 5.00				
p	206146 Int CCMath I	A+	5.00 5.00	p	400043 Bio Tech I	A	5.00 5.00				
p	401045 Biology	A+	5.00 5.00	p	402065 AP Chem	A-	5.00 5.00				
p	502145 Spanish I	A+	5.00 5.00	p	502345 Spanish III	A+	5.00 5.00				
600201	PE 9	A-	5.00 5.00	Credit Att: 30.00 Cmp: 30.00 TGPA: 4.50							
703005	Life Management	A+	5.00 5.00	Grade 11 Spring Semester 2020-2021							
Credit Att: 30.00 Cmp: 30.00 TGPA: 4.00				Milpitas High School							
Grade 10 Fall Semester 2019-2020				p	100053 English III H	A	5.00 5.00				
Milpitas High School				p	203555 Pre Calculus H	A	5.00 5.00				
p	100042 English II	A	5.00 5.00	p	302043 US History	A+	5.00 5.00				
p	20624A Int CCMath IIA	A+	5.00 5.00	p	400043 Bio Tech I	A	5.00 5.00				
p	301042 Wrld History	A	5.00 5.00	p	402065 AP Chem	A-	5.00 5.00				
p	402055 Chemistry H	A-	5.00 5.00	p	502345 Spanish III	A+	5.00 5.00				
p	502245 Spanish II	A	5.00 5.00	Credit Att: 30.00 Cmp: 30.00 TGPA: 4.50							
600205	PE HS	A-	5.00 5.00	Grade 12 Fall Semester 2021-2022							
Credit Att: 30.00 Cmp: 30.00 TGPA: 4.17				Milpitas High School							
Grade 10 Spring Semester 2019-2020				p	100044 English IV	A	5.00 5.00				
Milpitas High School				p	204065 AP Calc AB	A	5.00 5.00				
p	100042 English II	CR	5.00 5.00	p	304044 Economics	A+	5.00 5.00				
p	20624A Int CCMath IIA	CR	5.00 5.00	p	401065 AP Biology	A	5.00 5.00				
p	301042 Wrld History	CR	5.00 5.00	p	502445 Spanish IV	A	5.00 5.00				
p	402055 Chemistry H	CR	5.00 5.00	p	602005 Painting	A+	5.00 5.00				
p	502245 Spanish II	CR	5.00 5.00								

Course Tags:			p = College Prep r = Repeated			
Weighted Acad GPA (9-12) 4.27 Acad GPA (10-12) 4.39 Total GPA (9-12) 4.22 Credit Attempted: 210.00 Credit Completed: 210.00		Date 10/21 Event Community Service Community Service Hours 165 50 165 50	CREDIT SUMMARY Subject Area Credit Req'd Compl Needed English 40.00 35.00 5.00 Mathematics 30.00 30.00 - Science 20.00 20.00 - Physical Science - - - Life Science - - - Cult/Hist/SSElec 5.00 5.00 - World History 10.00 10.00 - US History 10.00 10.00 - American Government 5.00 - 5.00 Economics 5.00 5.00 - Physical Ed 20.00 20.00 - Fine Arts 10.00 5.00 5.00 World Languages - - - Elective 65.00 70.00 - * TOTALS * 220.00 210.00 15.00 Algebra 1 Requirement Met			
District Enter: 8/24/2009 School Enter: 8/16/2018 Class of 2022						
State ID# 9193114811						



Milpitas High School

1285 Escuela Parkway, Milpitas, California 95035 (408) 635-2800

26 November 2021

To whom it may concern,

Noelle Huynh was my Honors Chemistry and Biotechnology student during her sophomore and junior years. Noelle is one of those people that I am most proud of and blessed to have been able to know as a teacher. Noelle is a very driven and determined person with plenty of grit. What impresses me about Noelle is how when faced with setbacks, she doesn't fold, she learns from the experience and comes back stronger. Early in Honors Chemistry, Noelle did poorly on the first couple of tests. Noelle examined her approach to studying, sought help with understanding and applying concepts and came back strong- earning an A in the course. Noelle's a member of our varsity speech and debate team. She had a bad streak where she wasn't winning any debates. Rather than give up, she sought help from her coach, learned from the critiques of her debate judges and honed her skills through mock debates. Her hard work and determination paid off with her becoming a leader on the Debate Team and a semifinalist in several prestigious debate competitions last year.

In Honors Chemistry, she took to heart my advice that those who ask/and answer questions in class tend to do better in the course, since they're more actively engaged with the material. Noelle is naturally a shy person, so it was difficult for her to speak in class. It's such a joy to see how she's grown into a strong, confident, outgoing young woman. This once shy young lady has formed a service organization on campus whose mission is to inspire elementary and middle school students to pursue science. Her good work through the organization she founded, CleverChem, was tremendous help during distance learning. So much so, that she received official recognition and praise from our school board.

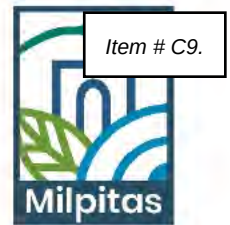
Noelle has grown into someone who strives to understand and apply concepts, rather than simply memorize for the upcoming test. She's developed into a confident leader and has always been a kind, compassionate individual. I am confident that she'll do very well in college and everything she attempts. Noelle has my highest recommendation.

Roberto A. Alvelais ralvelai@musd.org 408-635-2800 x 4092

Science Dept Co Chair,
Chemistry and Biotechnology Teacher
Science Olympiad Coach
Milpitas High School,
Milpitas, CA

Youth Advisory Commission

Community Service Scholarship Application



Scholarship Application and Questionnaire Due: June 7, 2022

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Please Print

Fung Catherine X
Last First MI

[REDACTED]
Street, City & Zip

([REDACTED]) [REDACTED]
Phone Email

Milpitas High School UC Berkeley
Graduating High School Jr. College/College/Trade School /University you plan/ hope on attending

4.33 GPA (accumulative, weighted)
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[REDACTED]



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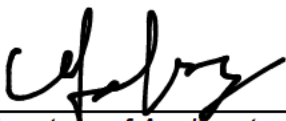
**Youth Advisory Commission
Community Service Scholarship Questionnaire**
(Attach to application)

Please type your response to the following short essay questions on a separate piece of paper. Responses should not exceed 500 words.

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2. How will this scholarship help you achieve your educational goal?
3. Tell us about a time you experienced failure, and what you learned from that experience?

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Anthony Teschera, Recreation Program Coordinator
E-mail: ateschera@milpitas.gov Questions:
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I, the undersigned, do hereby agree to allow the individual named herein to participate in the YAC Community Service Scholarship program. I certify that all statements made in this application are true and correct to the best of my knowledge, and I agree and understand that if I am to receive this scholarship, any false statements may result in my disqualification.



Signature of Applicant

06/07/22

Date

Catherine Fung
YAC Scholarship Application

1. Tell us about the Community Service project that you were most proud of. What did you learn from that experience?

Growing up in a diverse community, I didn't understand why the divide existed between the Asian and the Black community. It wasn't until later that I realized the perpetuation of the Model Minority myth and lack of understanding between the communities kept us segregated. During the year of 2020, COVID was not the only issue that raised immense concerns. In addition to the skyrocketing levels of infection, there were also skyrocketing levels of racism and violence towards the Black community. As a member of the Asian-American community, I understood the importance of supporting other minority groups in their fight against racism.

The Black Lives Matter Movement (BLM) encouraged me to bridge the divide between our communities. I organized a bakesale on behalf of my club, Asian American Associations, raising hundreds of dollars for the BLM movement. Our stance of unity brought hope that these two previously segregated communities will be united in the battle against oppression, also supporting the message I grew up with; Milpitas's stance in "the culture of we." Amidst flaring xenophobia, the bake sale showed the importance of supporting and speaking up for other communities. I also created informational pamphlets for my club members, educating them on the model minority myth, racism and misogyny in our communities, and provided resources for them to learn more about these issues. Overall, I helped teach my community to encourage diversity, support other minority groups whenever possible, and the importance of educating others on the racial and societal issues minorities face.

Through my experience, I learned that the divide between minority communities could be bridged through understanding of each others' struggles, and through education of older members of our communities regarding the stigma they hold. Due to the educational pamphlets I created and shared with my club members, I also learned that older generations in my community who held the most stigma against other minority groups were open to learning about how to reduce their stigma, and how the Model Minority Myth was harmful for our community. Largely, I learned the importance of supporting and uplifting other minority groups, as racism is a collective issue. We cannot eradicate racism in only one community. It's not our communities against each other- it's us as a collective against the issue.

2. How will this scholarship help you achieve your educational goal?

As a daughter of two immigrants, I have watched as worry lines become permanently etched onto my parents' faces after looking at bills, and as my mother came home with cracked hands, dry from her long hours of working as a waitress to help make ends meet. While our financial situation has become more stable over the years, I am still aware of the worries of money and making ends meet that haunt my parents.

While I have been accepted into UC Berkeley and plan on attending school there for the next four years, my concerns about how my family will support my tuition weigh heavily upon me. My dream is to finish my undergraduate education at UC Berkeley and attend medical school at UCSF, but this educational goal definitely puts immense stress on my family's financial situation. My tuition at UC Berkeley will cost around 100k over the next four years, and medical school in the United States typically averages around 200k for tuition as well. If I receive this scholarship, it will help me achieve my educational goal by alleviating some of the financial burden placed on my parents. While my ultimate educational goal is to finish school and become a neurosurgeon, my financial limitations push me to consider other career options I am not passionate about, but know would bring me money in a quicker way.

If there is anything my parents have taught me, it is that every cent and ounce of effort counts, I just need to make the most of it. Thus, this scholarship will encourage me to pursue a future in the field I am passionate about, as I can use this money on textbooks, class fees, and other miscellaneous expenses to alleviate some of the financial burden on my parents.

3. Tell us about a time you experienced failure, and what you learned from that experience?

During the peak of my Science Olympiad competition seasons, I found myself discouraged and disappointed by the lack of medals I won in comparison to my teammates. It felt like I could never reach the same level of success as my peers. I was in a slump during my first competition season- I would blank out during competitions despite my weeks of preparation.

Although it felt like my slump would last forever, my teammate explained to me that progress was not linear, and that I needed to actively try to overcome my slump. When taking their words into consideration, I realized that I had not been trying different methods of learning to retain information for my competition. Instead, I had been rewriting my notes and highlighting to try and retain information. Even though by that point I was nearing the end of my competition season, I was determined to overcome my slump. I researched different methods of learning and studying to retain more information, then decided on a method called "active-learning." I tested myself on my knowledge repeatedly, actively quizzing myself on information I just read to retain it the best I could. By the end of the season, I had won multiple medals, but by then I cared less about winning and placed more importance on improving my self knowledge and becoming a better teammate to those around me.

My initial failure in overcoming my learning slump taught me the importance of becoming more open minded to new methods and ideals. Through this lesson, I also learned that winning was not the most important aspect of a competition. I was able to truly value the information I was learning, and enjoy the studying I was doing. I have also learned to be a better teammate and friend, lending a hand to others who were struggling the same way I was to overcome their slump. By sharing my struggles and how I overcame them with others, I helped countless teammates become more successful in competition and develop better studying habits.

Student Name Fung, Catherine Xiao Qi	Student ID [REDACTED]	Grade 12	Birthdate [REDACTED]	Counselor Cler, Julie	Transcript of Student Progress Item # C9.		
Parent/guardian name, address, telephone [REDACTED] Milpitas, CA 95035 [REDACTED]					April 27, 2022 Milpitas High School 1285 Escuela Parkway Milpitas, CA 95035 (408) 635-2800 Fax (408) 635-2848		
Crs-ID	Course Title	Mark	Att/Cmp	Crs-ID	Course Title	Mark	Att/Cmp
Grade 9 Fall Semester 2018-2019				p	100112 English IIA	CR	5.00 5.00
Milpitas High School				p	206345 Int CCMath III	CR	5.00 5.00
p	100111 English IA	A-	5.00 5.00	p	301062 AP Wrld Hist	CR	5.00 5.00
p	206146 Int CCMath I	A	5.00 5.00	p	402055 Chemistry H	CR	5.00 5.00
p	306545 Geography	A	5.00 5.00	p	500545 AP Chinese	CR	5.00 5.00
p	401045 Biology	A+	5.00 5.00	600205 PE HS	CR	5.00 5.00	
p	500345 Chinese III	A	5.00 5.00	Credit Att: 30.00 Cmp: 30.00 TGPA: 0.00			
600201 PE 9	A-	5.00 5.00	Grade 10 Summer Session 2019-2020				
Credit Att: 30.00 Cmp: 30.00 TGPA: 4.00				San Jose City College			
Grade 9 Spring Semester 2018-2019				p	CULUS US History	A	10.00 10.00
Milpitas High School				Credit Att: 10.00 Cmp: 10.00 TGPA: 5.00			
p	100111 English IA	A-	5.00 5.00	Grade 11 Fall Semester 2020-2021			
p	206146 Int CCMath I	A	5.00 5.00	Milpitas High School			
p	401045 Biology	A+	5.00 5.00	p	100053 English III H	A	5.00 5.00
p	500345 Chinese III	A	5.00 5.00	p	106045 Journalism	A	5.00 5.00
600201 PE 9	A-	5.00 5.00	p	203505 Pre Calculus	A	5.00 5.00	
703005 Life Management	A+	5.00 5.00	p	306865 AP Psychology	A+	5.00 5.00	
Credit Att: 30.00 Cmp: 30.00 TGPA: 4.00				p	400043 Bio Tech I	A	5.00 5.00
Grade 9 Summer Session 2018-2019				p	402065 AP Chem	B	5.00 5.00
San Jose City College				Credit Att: 30.00 Cmp: 30.00 TGPA: 4.33			
p	CMATL2 Geometry	B	10.00 10.00	Grade 11 Spring Semester 2020-2021			
Credit Att: 10.00 Cmp: 10.00 TGPA: 4.00				Milpitas High School			
Grade 10 Fall Semester 2019-2020				p	100053 English III H	A	5.00 5.00
Milpitas High School				p	106045 Journalism	A	5.00 5.00
p	100112 English IIA	A-	5.00 5.00	p	203505 Pre Calculus	A-	5.00 5.00
p	206345 Int CCMath III	A	5.00 5.00	p	306865 AP Psychology	A+	5.00 5.00
p	301062 AP Wrld Hist	A	5.00 5.00	p	400043 Bio Tech I	A	5.00 5.00
p	402055 Chemistry H	B	5.00 5.00	p	402065 AP Chem	A-	5.00 5.00
p	500545 AP Chinese	A	5.00 5.00	Credit Att: 30.00 Cmp: 30.00 TGPA: 4.50			
600205 PE HS	A-	5.00 5.00	Grade 11 Summer Session 2020-2021				
Credit Att: 30.00 Cmp: 30.00 TGPA: 4.33				San Jose City College			
Grade 10 Spring Semester 2019-2020				p	CULCIV Intro to Microecon	A	10.00 10.00
Milpitas High School				p	CULEC Politics and Govt i	A	10.00 10.00

Course Tags:		p = College Prep r = Repeated	
Weighted	Date	Event	Hours
Acad GPA (9-12) 4.35	09/21	Community Service	250 50
Acad GPA (10-12) 4.50		Community Service	250 50
Total GPA (9-12) 4.33			
Credit Attempted: 245.00			
Credit Completed: 245.00			
District Enter: 8/24/2009			
School Enter: 8/16/2018			
Class of 2022			
State ID# [REDACTED]			

Subject Area	CREDIT SUMMARY	Compl	Needed
English	Credit Req'd 40.00	35.00	5.00
Mathematics	30.00	30.00	-
Science	20.00	20.00	-
Physical Science	-	-	-
Life Science	-	-	-
Cult/Hist/SSElec	5.00	5.00	-
World History	10.00	10.00	-
US History	10.00	10.00	-
American Government	5.00	5.00	-
Economics	5.00	5.00	-
Physical Ed	20.00	20.00	-
Fine Arts	10.00	5.00	5.00
World Languages	-	-	-
Elective	65.00	100.00	-
* TOTALS *	220.00	245.00	10.00
Algebra 1 Requirement Met			



MILPITAS HIGH SCHOOL

Francis A. Rojas - Principal | Milpitas Unified School District

1285 Escuela Parkway
Milpitas, CA 95035
Tel 408-635-2800
Fax 408-635-2851
www.musd.org/mhs
CEEB Code: 051978

October 16, 2021

Re: Catherine Fung

To Whom It May Concern:

Catherine Fung has honored me with the request of writing a letter of recommendation as she is in pursuit of a scholarship to use at a university for undergraduate study. I feel confident in strongly recommending Catherine.

I had the pleasure of teaching Catherine in my AP Chemistry class. During the year she continuously proved herself as a tremendous student who positively contributes to the class. Catherine consistently participated in whole class discussions and worked well in her groups. She is courteous and respectful towards her classmates and me. Catherine always completed her tasks in a timely manner making sure she turns in quality work. Catherine worked hard to figure out concepts presented through individual study and asking questions inside and outside of class. Catherine consistently attended office hours and was proactive in her learning. I learned after the year had concluded that she had gotten discouraged early on and had made a commitment to herself to not give up or shy away from the topic because she was finding difficulties. This lesson was key for her.

In addition to being in my class, I have had the pleasure of working with Catherine as she prepares to compete on one of our Science Olympiad teams. Working within the teams, Catherine has prepared and competed in several events. Last year she was one of our event leaders for Protein Modeling. In this event she has learned how to work a technical program called JMOL to model different protein structures. She not only learned the program but taught others how to interpret the data provided. This year, she leads more events and was also chosen as one of our captains. I have been impressed as I watched her care for other students who were struggling academically and emotionally. She is a leader both in word and deed.

Catherine has developed in a phenomenal young woman. Through having her as a student and working with her in Science Olympiad, I have seen her grow and mature far beyond her young years. She has learned that just because you don't have friends that are interested in something doesn't mean you shouldn't try it yourself. She made this leap as she joined Science Olympiad, and I am so glad that she did. She has also learned to balance her needs and the needs of others. She is learning the value of self-care while not turning selfish and inward. She is learning the need for a delicate balance between helping others and caring for yourself.

I believe Catherine is an excellent candidate for this scholarship. She will take advantage of the opportunities given to her and will become a productive citizen. If you have any questions or concerns, feel free to contact me via e-mail or phone.

Letta S. Meyer
AP Chemistry Teacher
Science Olympiad Coach
(408) 635-2800 ext. 4060
lmeyer@musd.org

Assistant Principals

Skyler
Draeger

Amanda
Gross

Jennifer
Hutchison

Jonathan
Mach

Clara
Ruvera



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Adopt a Resolution Approving a Site Development Permit to Develop a New Two-story, Single-family Residence on a Vacant 4.67-acre Lot Located in the R1-H Single-family Residential Zoning District with a Hillside Combining District at 489 Vista Ridge Drive (Staff Contact: Ned Thomas, Planning Director, 408-586-3273)
Category:	Consent Calendar-Community Development
Meeting Date:	9/6/2022
Recommendation:	<u>Recommendation:</u> Adopt a resolution approving Site Development Permit SD21-0011, subject to the attached Conditions of Approval, for a new two-story, single-family residence on a vacant 4.67-acre lot located in the R1-H single-family residential zoning district with a hillside combining district at 489 Vista Ridge Drive and making findings of CEQA Exemption.

BACKGROUND:

On November 19, 2021, Krislani Mulia of Kris & Associates submitted a Site Development Permit application to develop a new 4,224-square foot, two-story single-family residence with a 730-square foot attached garage on a vacant 4.67-acre lot (Lot 10 of the Spring Valley Heights subdivision) located at 489 Vista Ridge Drive. The zoning designation for this property is Single-Family Residential (R1) with a Hillside (H) Combining District. Per Milpitas Municipal Code (MMC) Section XI-10-45.09-2, no building permit shall be issued for the construction or expansion of a single-family structure in the Hillside (H) Combining District until such structure has received a site and architectural review approval by the Planning Commission (PC) and City Council (CC). On August 10, 2022, the application received a recommendation by the PC to be approved by CC, as demonstrated within Resolution No. 22-010.

ANALYSIS:

Planning staff recommends that the City Council review and approve a resolution to allow the construction of a single-family residence and attached garage on a vacant lot located at 489 Vista Ridge Drive. The project site is located on the southeastern edge of the City of Milpitas, adjacent to properties with the same single-family hillside zoning designation. Unincorporated Santa Clara County properties are located further to the south and east.

The proposed residence is designed to be compatible with the other homes in the area by incorporating strong lines and a mix of high-quality, earth tone materials that reflect with the rural character of the neighborhood. The blend of architectural forms and a variety of finishes creates an attractive front elevation. The exterior materials include a smooth finished stucco, light gray colored ledger stone cladding, silver birchwood shingle roofing, and a mahogany wood-tone garage door. The main door and windows have a dark brown, espresso color finish to accentuate the colors incorporated in the design. All exterior materials and earth tone finishes work together creating harmony with the surroundings.

In accordance with MMC Section XI-10-45.09-7, and as outlined in the attached resolution and staff report, the City Council shall consider the following guidelines in its review of the proposed project:

(a) Avoid unreasonable interference with views and privacy. The height, elevations and placement on the site of the proposed main or accessory structure, when considered with reference to the nature and location of the residential structures on adjacent lots, will avoid unreasonable interference with views and privacy.

(b) Preserve Natural Landscape. The natural landscape will be preserved insofar as practicable by designing structures to follow the natural contours of the site and minimizing tree and soil removal.

(c) Minimize Perception of Excessive Bulk. The design of the proposed main and/or accessory structure(s) in relation to the immediate neighborhood should minimize the perception of excessive bulk.

(d) Impairment of Light and Air. The proposed main or accessory structure(s) shall not unreasonably impair the light and air of adjacent properties nor unreasonably impair the ability of adjacent properties to utilize solar energy.

(e) Grading. All grading shall be kept to an absolute minimum and shall comply with the grading ordinance criteria.

The project, including both the home and attached garage, features a creative design, with a minimal building footprint and substantial setbacks from neighboring property lines to alleviate unreasonable interference with views and privacy. The majority of land around the residence and associated driveway will be preserved as natural landscape similar to nearby vacant properties and designated open space lots in the immediate area.

The perception of excessive bulk has been minimized by the incorporation of varying rooflines, a clear delineation of colors and materials, and the punctuation of walls along the front and side elevations. The proposed maximum height of the residence at 26-feet and 11.5-inches is within the 27-foot height limit, and all required building setbacks will substantially exceed the minimum standards to help mitigate potential impairment of light and air. In addition, the structure's foundation follows the natural slope of the hillside to ensure minimal grading which will be an equal 310 cubic yards of cut and fill. Furthermore, the Architectural Review Committee of the Spring Valley Heights Homeowners Association provided a tentative approval letter for the proposed project design on April 2, 2022. As noted earlier in the report, the Planning Commission recommended Council approval of the project based on the required findings for approval.

POLICY ALTERNATIVE(S):

Alternative 1: Direct staff to draft a resolution to deny the project for review at a subsequent meeting.

Pros: The existing hillside lot is not developed and remains as open space, or a new or revised project could be proposed.

Cons: The applicant would need to either withdraw the application or resubmit revised plans for development of a new residence at this location.

Reason for Not Recommending: The proposed project meets the required findings for approval and is consistent with the City's goals of supporting the development of a new high-quality housing in all areas of the City, including appropriate hillside locations. Both staff and the Planning Commission are recommending approval of the proposed project.

FISCAL IMPACT:

If the proposed project is approved, the applicant will apply for building permits and pay associated fees. The new single-family home will increase the property value and tax revenues but will also increase the demand for City services, including public safety and utilities. The project is located within an existing residential subdivision with existing services nearby.

California Environmental Quality Act (CEQA):

The project is exempt from further environmental review under CEQA pursuant to Section 15303(a) for New Construction or Conversion of Small Structures including one single-family residence or a second dwelling unit in a residential zone. The Project proposes the new construction of a single-family residence and attached garage within a residentially zoned area on a legally established parcel, and it can be seen with certainty that there is no possibility that these actions may have a significant effect on the environment. As a separate and independent basis, the project is exempt from further CEQA review pursuant to Section 15183 of the CEQA Guidelines for projects consistent with a community plan, general plan or zoning. The project is consistent with the General Plan and the applicable zoning, and there are no significant environmental impacts peculiar to the project or its site.

RECOMMENDATION:

Adopt a resolution approving Site Development Permit SD21-0011, subject to the Conditions of Approval (attached to resolution), to allow development of a new single-family residence at 489 Vista Ridge Drive.

Attachments:

1. Resolution
2. Planning Commission Staff Report dated August 10, 2022
3. Planning Commission Resolution No. 22-010
4. Project Plans

RESOLUTION NO. XXXX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS
 APPROVING SITE DEVELOPMENT PERMIT NO. SD21-0011 TO CONSTRUCT A NEW HILLSIDE HOME
 ON A VACANT 4.67 ACRE SITE IN THE R1-H SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT WITH
 AN H HILLSIDE COMBINING DISTRICT LOCATED AT 489 VISTA RIDGE DRIVE AND MAKING CEQA
 FINDINGS OF EXEMPTION**

WHEREAS, on September 28, 1982, the County of Santa Clara Board of Supervisors approved the final map for Tract 6744 to create the 26-lot subdivision known as the Spring Valley Heights neighborhood; and

WHEREAS, on January 21, 1983, the City of Milpitas annexed Tract 6744 from the County of Santa Clara; and

WHEREAS, on November 19, 2021, Krislani Mulia of Kris & Associates (“Applicant” or “Permittee”) submitted an application for development of a new 4,224 square foot, two-story single-family residence and 730 square foot attached garage on a vacant 4.67 acre site (Lot 10 of the Spring Valley Heights subdivision) at 489 Vista Ridge Drive (APN: 042-30-008) (the “Project”). The Project site is zoned Single Family Residential - Hillside; and

WHEREAS, the Planning Division completed an environmental assessment for the Project in accordance with the California Environmental Quality Act (CEQA), which assessment determined that the Project is exempt from environmental review under CEQA in accordance with CEQA Guidelines Section 15303 (New Construction and Conversion of Small Structures) and, as a separate and independent basis, CEQA Guidelines Section 15183 (Projects Consistent with a Community Plan, General Plan or Zoning); and

WHEREAS, on August 10, 2022, the City of Milpitas Planning Commission held a duly-noticed public hearing on the subject application, at which time all those in attendance were given the opportunity to speak on the Project, and the Planning Commission unanimously (7-0) recommended approval of the Project to the City Council subject to Conditions of Approval per Planning Commission Resolution No. 22-010; and

WHEREAS, on September 6, 2022, the City of Milpitas City Council held a duly-noticed public hearing on the subject application, at which time all those in attendance were given the opportunity to speak on the Project; and

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

SECTION 1: Recitals

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 incorporated herein by reference.

SECTION 2: California Environmental Quality Act (CEQA) Findings

The project is exempt from environmental review under CEQA pursuant to CEQA Guidelines Section 15303(a) (New Construction or Conversion of Small Structures). The Project involves development of one single-family residence and attached garage within a residentially zoned area on a legally established parcel, and it can be seen with certainty that there is no possibility that these actions may have a significant effect on the environment. As a separate and independent basis, the project is exempt from further environmental review under CEQA pursuant to CEQA Guidelines Section 15183 (Projects consistent with a Community Plan, General Plan or Zoning). The project is consistent with the General Plan and the R1-H Single-family Residential Zoning District with an H Hillside Combining District, and there are no significant environmental impacts peculiar to the project or its site.

SECTION 3: Site Development Permit Findings (Section XI-10-57.03(F)(1))

The City Council makes the following findings based on the evidence in the public record in support of Site Development Permit No. SD21-0011:

1. *The layout of the site and design of the proposed buildings, structures and landscaping are complementary and aesthetically harmonious with adjacent and surrounding development.*

This finding can be met in that the architectural design and site planning of the development is aesthetically pleasing and complimentary with the neighboring properties of the rural area. The on-site grading plan and landscaping is limited which further minimizes changes to the natural topography. The proposed single-family residence incorporates earth tone colors and materials that complement both the site and existing neighborhood.

2. *The Project is consistent with the Milpitas Zoning Ordinance.*

Table 1 demonstrates the Project's consistency with the applicable development standards of the R1-H Zoning District per Section XI-10-45 - "H" Hillside Combining District of the Milpitas Zoning Ordinance, including setbacks, height requirements, maximum impervious surface coverage, and parking.

Table 1:
Summary of Development Standards

Standards	Hillside Requirements	Proposed – 4.67-acre lot	Complies
Front Setback	25 ft. minimum when avg. slope is <16%. Otherwise, 40 ft. minimum	40 ft. (Avg. slope of lot is 10.6%)	Yes
Side Yard Setback	40 ft. minimum	429 ft. to east 111 ft. to west	Yes
Rear	40 ft. minimum	154 feet	Yes
Size of Main Residence	6,000 sq. ft. maximum (lots < 3 acres) 10,000 sq. ft. maximum (lots > 3 acres)	5,008 sq. ft. (including attached garage and porch)	Yes
Size of Accessory Structures	1,200 sq. ft. maximum	None	N/A
Impervious Surfaces	8,000 sq. ft. maximum (lots < 3 acres) 30,000 sq. ft. maximum (lots > 3 acres)	8,556 sq. ft.	Yes
Building Height (maximum)	17 ft. west of crestline; 27 ft. east of crestline	26 ft. 11.5 in.	Yes
Parking	4 spaces required	6 spaces (3 inside garage & 3 outside)	Yes

Due to the subject property's location, the Project is also required to comply with the development standards in the City's Hillside Combining District. Per Section XI-10-45.09-7 of the Zoning Ordinance, the Planning Commission and City Council shall consider the following guidelines in their review of proposed new development. Staff has determined the home to be consistent with the Hillside Architectural Guidelines as demonstrated below. See Table 2 for consistency.

Table 2:
Hillside Zoning Ordinance Compliance

Site and Architectural Guidelines <i>Section XI-10-45.09-7</i>	Consistency Finding
<i>(a) Avoid unreasonable interference with Views and Privacy. The height, elevations and</i>	Consistent. Due to the proposed location and minimal scale of the home in consideration to its maximum

Site and Architectural Guidelines Section XI-10-45.09-7	Consistency Finding
<i>placement on the site of the proposed main or accessory structure, when considered with reference to the nature and location of residential structures on adjacent lots, will avoid unreasonable interference with views and privacy.</i>	allowable size outlined in Table 3, the development will not substantially interfere with views and privacy to adjacent lots. In addition, the proposal exceeds all setback requirements, is within its 27-foot, two-story height limit at 26-feet and 11.5-inches, and substantially setback from adjacent residences to the north and west, which minimizes interference with views and privacy. The adjacent single-family residence located west of the subject property is entirely on a down-sloped elevation and will not have any immediate line of sight to the subject property. The adjacent residence to the north is currently under construction and would be setback approximately 110-feet from each other. Furthermore, the subject property along its north elevation will have three uncovered parking stalls that will provide additional screening of the residence to the north. Additionally, the majority of the subject lot to the east and south will remain undeveloped. Due to the size of the large trapezoidal-shaped lot, the existing single-family residences located east are not immediately visible from where the proposed residence will be sited. The lot to the south is dedicated as Common Area only and will not be developed with future residential uses.
<i>(b) Preserve Natural Landscape. The natural landscape will be preserved insofar as practicable by designing structures to follow the natural contours of the site and minimizing tree and soil removal.</i>	Consistent. The project site is currently vacant and undeveloped with a few shrubs on the higher sloped southern portions of the lot and has no existing trees. As such, no trees will be removed. As proposed, the design of the house is carefully sited to be built on the flattest portions of the lot, following the natural landscape and existing contours of the site to limit cut and fill to an equal 310 cubic yards each. Minimal landscaping is also proposed including 8 mid-size trees and various flowering plants, ground cover, and shrubs.
<i>(c) Minimize Perception of Excessive Bulk. The design of the proposed main and /or accessory structure(s) in relation to the immediate neighborhood should minimize the perception of excessive bulk.</i>	Consistent. The proposed design includes varying rooflines, a clear delineation of different colors and materials, and punctuation of certain front and side facing elevations to remove the perception of bulk within the two-story residence. The footprint of the proposed home is also angled in its orientation to the front property line, thus minimizing the perception of excessive bulk. Furthermore, as described above and shown in Table 3, the proposed main residence is proposed to be sized in scale closer to immediate neighbors' residences built on lots less than 3.0-acres in size. The overall building footprint of the main residence on the 4.67-acre lot is consolidated, and the remaining portions of the lot will also remain undeveloped and no accessory structures are proposed.

Site and Architectural Guidelines Section XI-10-45.09-7	Consistency Finding
(d) <i>Impairment of Light and Air. The proposed main or accessory structure(s) shall not unreasonably impair the light and air of adjacent properties nor unreasonably impair the ability of adjacent properties to utilize solar energy.</i>	Consistent. The proposed home will not exceed 27 feet in height as permitted for homes east of the crestline, and exceeds all minimum setbacks as required by the Hillside development standards. The proposed home also has a combination of flat and minimally pitched roof systems that could be used to utilize future solar energy. With regards to adjacent properties, the lot to the south is reserved as Common Area and the residences to the east are located greater than 429-feet away. The residence to the west is located entirely on a lower elevation, and the residence to the north would be setback approximately 110-feet from the proposed residence. As such, the proposed main residence will not cause an impairment to the adjacent properties access to light and air.
(e) <i>Grading. All grading shall be kept to an absolute minimum and shall comply with the grading ordinance criteria.</i>	Consistent. As proposed, the proposed location of the main dwelling is where the existing lot is relatively flat, so grading is limited to 310 cubic yards of cut and fill. All graded soil will be repurposed as fill.

Site & Architectural Design

The Project incorporates strong lines and a mixture of high-quality and earth tone materials in a manner that is consistent with other existing homes in the nearby hillside neighborhood. Articulating the architectural forms and blending with various finishes creates an attractive front elevation. The overall color scheme of the residence will have light tan, brown, and gray shades. The exterior materials include a smooth finished stucco, light gray colored ledger stone cladding, silver birchwood shingle roofing, and a mahogany wood-tone garage door. The main door and windows have a dark brown, espresso color finish. All exterior materials and finishes work together as a palette of earth tone colors creating harmony with the surroundings. The colors and materials proposed are complementary to the character of the rural, neighboring residences. A visual rendering with all materials and colors is demonstrated in the Materials Proposal sheet in the project plans.

Grading

Due to the sloped lot and vehicular access requirements, the applicant has requested that the site be graded in order to make the site feasible for residential development. In an effort to minimize the amount of soil to be removed, the applicant has proposed a site plan which locates the home on the flattest portion of the site which will result in an equal 310 cubic yards of cut and fill for the construction of the new home and the required grade of the driveway for firetruck access. The project plans include a preliminary grading plan on Sheet C-1, and is the proposed project is consistent with the grading requirements within the Hillside Ordinance.

Crestline Zone of Protection

Per MMC Section XI-10-45.06, the purpose of the Crestline Zone of Protection is to preserve the crestline's natural quality and the slopes immediately below when viewed from the valley floor. To demonstrate compliance, the applicant took pictures from the three nearest vantage viewpoints established by the City from the crestline. As demonstrated in Sheets A-1.2 and A-1.3 of the project plans, the project site will not be visible from the valley floor, and is obstructed from views by an existing hill, and is therefore, compliant with the Crestline Zone of Protection.

3. The Project is consistent with the Milpitas General Plan.

As demonstrated in Table 3 below, the Project is consistent with the existing General Plan policies of the Milpitas 2040 General Plan:

Table 3:
General Plan Consistency

Policy	Conformance
CD 7-1 <i>Maintain the visual character of hillsides, recognizing both the importance of the exposure of hillside development from off-site public views and the importance of providing panoramic public views from and of hillsides.</i>	Consistent. The proposed Project will not impact the visual character of the hillside from the valley floor or other viewpoints as the project site is located over a half mile east of the crestline and the new residence will be shielded by an existing hill when viewed from the valley floor. Project Plan sheets A-1.2 and A-1.3 illustrate how the proposed residence will not obstruct panoramic public views from and of the hillsides.
CD 7-2 <i>Minimize the alteration of existing landforms and maintain the natural topographic characteristics of the hillside areas, allowing only minimal disruption.</i>	Consistent. The proposed Project will be situated at the flattest portion of the lot to limit disruption to the existing natural topography by limiting cut and fill to 310 cubic yards for both construction phases. The total cut and fill will balance each other out to accommodate the home's footprint and meet the required grade at the proposed driveway.
CD 7-3 <i>Protect the natural character of hillside areas by means of contour grading to blend graded slopes and terraces with the natural topography.</i>	Consistent. Minimal contour grading will be required for construction of the new residence due to siting on the flattest areas of the lot. All new contours will be designed to blend with the natural existing site contours as demonstrated in the civil drawings in the plan set.
CD 7-4 <i>Avoid mass graded pads within hillside areas. Smaller steps or grade changes should be used over single, large, slope banks to the greatest extent feasible.</i>	Consistent. The building pad is proposed at the flattest portion of the lot and will necessitate only minimal grading, including equal cut and fill. Grading has been substantially minimized in the Project, in that the siting follows the site's natural contours, in an effort to preserve the natural terrain quality.
CD 7-5 <i>Ensure that any change in hillside land use is accompanied by appropriate safety measures and that the environmental constraints are adequately addressed especially with respect to runoff and erosion.</i>	Consistent. No changes are proposed to the existing land use and zoning designation for the subject site to be used as a single-family residence. Prior to construction of the residence, all proposed project construction and operational details will be reviewed thoroughly by applicable Departments during the building permit review process. The building permit application will be reviewed with the latest adopted State and local building and development codes, which will include standard

	requirements such as Construction Best Management Practices (BMPs) and an erosion and sediment control plan to be developed prior to construction of the proposed Project.	Item # C10.
<i>CD 7-6 Require hillside development to incorporate architecture, scale, massing, building form, building color, roof materials, and landscaping to reflect the natural hillside setting.</i>	Consistent. The proposed Project's low-profile building design and earth tone materials will blend into the rural environment. Such materials include gray-toned ledger stone, exterior stucco in twilight gray, birchwood roof material, and related muted tan and gray tones as accents for the residence. The applicant is also proposing minimal landscaping and intends to preserve the remainder of the parcel's existing natural condition as is. Landscaping materials proposed are consistent with the Hillside Landscaping Ordinance and include species such as the Prunus cerasifera tree, also known as the Purple Leaf tree.	

As described above, the Project is compatible and consistent with the surrounding uses and has been found to conform to the intent of the Milpitas 2040 General Plan designation. The proposed home is designed to fit in with the natural topographic features of the property and reduces the visual impact as viewed from the valley floor.

SECTION 4: City Council Approval

Based on the foregoing, the City Council hereby approves Site Development Permit No. SD21-0011 to allow the construction of a new 4,224 square foot, two-story single-family residence and 730-square foot attached garage on a vacant 4.67 acre site in the R1-H Single-family Residential Zoning District with an H Hillside Combining District located at 489 Vista Ridge Drive, based on the above findings and subject to the Conditions of Approval attached hereto as **Exhibit 1** and incorporated herein.

PASSED AND ADOPTED this ____ day of _____, 2022, 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

EXHIBIT 1

**CONDITIONS OF APPROVAL
SITE DEVELOPMENT PERMIT NO. SD21-0011
489 VISTA RIDGE DRIVE (APN 042-30-008)**

GENERAL CONDITIONS

1. **General Compliance.** The applicant, including all successors in interest (collectively “Permittee”) shall comply with each and every condition set forth in this Permit. Site Development Permit No. SD21-0011 (“Permit”) shall have no force or effect and no building permit shall be issued unless and until all things required by the below-enumerated precedent conditions have been performed or caused to be performed and this Resolution has been recorded by the Permittee with the Santa Clara County’s Recorder Office and a copy shall be provided to the Planning Department. **(P)**
2. **Effective Date.** Unless there is a timely appeal filed in accordance with the Milpitas Zoning Code, the date of approval of this Permit is the date on which the decision-making body approved this Permit. **(P)**
3. **Acceptance of Permit.** Should Permittee fail to file a timely appeal within twelve (12) calendar days of the date of approval of this Permit, inaction by Permittee shall be deemed to constitute each of the following:
 - a. Acceptance of this Permit by Permittee; and
 - b. Agreement by the Permittee to be bound by, comply with, and to do all things required of or by Permittee pursuant to all of the terms, obligations, and conditions of this Permit.
4. **Permit Expiration.** Pursuant to Section XI-10-64.06 of the Milpitas Zoning Code, this Permit shall become null and void if the activity permitted by this Permit is not commenced within two (2) years from the date of approval, or for a project submitted with a tentative map, within the time limits of the approved tentative map. Pursuant to Section XI-10-64.06(B) of the Milpitas Zoning Code, an activity permitted by this Permit shall be deemed to have commenced when the Project:
 - a. Completes a foundation associated with the Project; or
 - b. Dedicates any land or easement as required from the zoning action; or
 - c. Complies with all legal requirements necessary to commence the use, or obtains an occupancy permit, whichever is sooner.
5. **Time Extension.** Pursuant to Section XI-10-64.07 of the Milpitas Zoning Code, unless otherwise provided by State law, Permittee shall have the right to request a one-time 24-month extension of the Permit if the request is made in writing to the Planning Division prior to the expiration date of the approval. **(P)**
6. **Project Job Account.** If Permittee’s project job account is at any time delinquent or below the required deposit amount, City will not continue to review or process the application until Permittee’s private job account is paid in full and the required deposit has been made. Additionally, prior to the issuance of any building permit or occupancy permit, as applicable, Permittee shall pay in full the project account balance and establish a remaining balance of at least twenty-five percent (25%) of the required initial deposit. **(ALL)**
7. **Notice.** Pursuant to California Government Code Section 66020, any protest filed in court relating to the imposition of fees, dedication, reservations, or other exactions to be imposed on the development project shall be filed within ninety (90) days after the date of the adoption of this Resolution. This provision serves as notice from the local agency to the Permittee that the ninety (90) day period in which the applicant may file a protest has begun under California Government Code Section 66020(d)(1). **(P)**
8. **Cost and Approval.** Permittee shall fully complete and satisfy each and every condition set forth in this Resolution and any other condition applicable to the Project to the sole satisfaction of the City. Additionally, Permittee shall be solely responsible and liable for the cost to satisfy each and every condition. Permittee shall pay all required fees and charges to City at the rate in effect at time of building permit issuance, or, the rate in effect when the fees and charges are due and paid in full to City. There is no vesting of any fees or charges with the adoption of this Resolution. **(P)**

9. Conditions. Each and every condition set forth in this Exhibit shall apply to the Project and continue to apply to the Project so long as the Permittee is operating the Project under the permits and approvals in this Resolution. **(P)**
10. Compliance with Laws. The construction, use, and all related activity authorized under this Permit shall comply with all applicable local, state, and federal laws, rules, regulations, guidelines, requirements, and policies. **(CA/P)**
11. Previous Approvals. Permittee shall abide by and continue to comply with all previous City approvals, permits, or requirements relating to the subject property, unless explicitly superseded or revised by this Permit. **(ALL)**
12. Indemnification. To the fullest extent permitted by law, Permittee shall indemnify, defend with counsel of the City's choosing, and hold harmless City, its City Council, its boards and commissions, officials, officers, employees, and agents from and against any and all claims, demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever which may arise from or in any manner relate (directly or indirectly) to (i) City's approval of the Project, including but not limited to, the approval of the discretionary permits, maps under the Subdivision Map Act, and/or the City's related determinations or actions under the California Environmental Quality Act, and (ii) Permittee's construction, operation, use, or related activity under this Permit. This indemnification shall include, but not be limited to, damages awarded against the City, if any, costs of suit, attorneys' fees, and other expenses incurred in connection with such claim, action, causes of action, suit or proceeding whether incurred by applicant, City, and/or the parties initiating or bringing such proceeding. Permittee shall indemnify the City for all of City's costs, attorneys' fees, and damages which City incurs in enforcing the indemnification provisions set forth in this condition. Permittee shall pay to the City upon demand or, as applicable, to counsel of City's choosing, any amount owed pursuant to the indemnification requirements prescribed in this condition. **(CA)**
13. Revocation, Suspension, Modification. This Permit may be suspended, revoked, or modified in accordance with Section XI-10-63.06 of the Milpitas Zoning Code. **(P)**
14. Severability. If any term, provision, or condition of this Permit is held to be illegal or unenforceable by the Court, such term, provision, or condition shall be severed and shall be inoperative, and the remainder of this Permit shall remain operative, binding, and fully enforceable. **(ALL)**
15. Conditions of Approval. As part of the issuance of building permits, the Permittee shall include within the first four pages of the working drawings for a plan check, a list of all conditions of approval imposed by the final approval of the project. **(P)**
16. Development in Conformance with Approved Plans: Permittee shall develop the approved Project in conformance with the approved plans approved by the City Council on September 6, 2022, in accordance with these Conditions of Approval.
Any deviation from the approved site plan, elevations, materials, colors, landscape plan, or other approved submittal shall require that, prior to the issuance of building permits, the Permittee shall submit modified plans and any other applicable materials as required by the City for review and obtain the approval of the Planning Director or Designee. If the Planning Director or designee determines that the deviation is significant, Permittee shall be required to apply for review and obtain approval of the Planning Commission or City Council, as applicable, in accordance with the Milpitas Zoning Code. **(P)**
17. Prior to the issuance of a building permit, the owner or designee shall include within the four first pages of the working drawings for a plan check, a list of all conditions of approval imposed by the final approval of the Project. **(P)**
18. Streets shall be designed to generally follow the contours and landform in order to minimize cut and fill. Exposed walls facing roadways and retaining walls shall be no greater than six feet in height. Crib walls facing roadways shall be no greater than 15 feet in height. **(P)**
19. Landscaping coverage and stabilization of graded slopes shall be selected and designed to be compatible with surrounding natural vegetation or to replace removed natural vegetation and should recognize climate, soil, and ecological characteristic of the region. Plant materials that require excessive water after becoming established should be avoided. **(P)**
20. Within six months after the commencement of grading activities, all graded areas not covered by an impervious surface shall be stabilized in such manner as shall be approved by the Planning Director. **(P)**

21. Compliance with Fire Department and California Fire Code. The project/development shall comply requirements of the Fire Department and the California Fire, as demonstrated by the Fire Department's Memorandum, dated March 3, 2022, as may be amended by the City of Milpitas. Changes to the site plan and/or internal circulation shall be reviewed and approved by the Fire Department. **(F)**
22. Compliance with Building Department Requirements. The Project shall comply with the requirements of the Building Department, International Building Code, CBC, CMC, CEC, CPC, Green Building Standards Code, California Energy Code, and the Milpitas Municipal Code, as demonstrated in the Building and Safety Department's Memorandum, dated February 23, 2022. **(B)**
23. Compliance with Engineering-Land Development Division Requirements. The project/development shall comply with the requirements of the Engineering-Land Development Division, dated July 13, 2022, as may be amended by the City of Milpitas. **(E)**

LEGEND

(P) = Planning Department

(B) = Building Department

(E) = Engineering Department

(F) = Fire Department

(CA) = City Attorney's Office

ALL = All Reviewing Departments

AGREEMENT

Permittee/Property Owner

The undersigned agrees to each and every condition of approval and hereby agrees to use the project property on the terms and conditions set forth in this resolution.

Dated: _____

Signature of Permittee



MILPITAS PLANNING COMMISSION STAFF REPORT

August 10, 2022

APPLICATION: **NEW HILLSIDE RESIDENCE – Site Development Permit No. SD21-0011** – A Site Development Permit to develop a new 4,224-square foot single-family residence and 730-square foot attached garage on a vacant 4.67-acre hillside lot located in the R1-H Single-Family Residential-Hillside Zoning District at 489 Vista Ridge Drive.

RECOMMENDATION: **Staff recommends that the Planning Commission adopt Resolution No. 22-010, recommending approval of Site Development Permit SD21-0011 to the City Council, subject to the attached Conditions of Approval.**

LOCATION:

Address/APN: 489 Vista Ridge Dr. (APN 042-30-008)
Area of City: South of Vista Ridge Drive

PEOPLE:

Project Applicant: Krislani Mulia, Kris & Associates
Property Owner: Aim Khan
Project Planner: Kristina Phung, Associate Planner

LAND USE:

General Plan Designation: Hillside Low-Density (HLD)
Zoning District: Single Family Residential-Hillside (R1-H)
Site Area: 4.67 acres

ENVIRONMENTAL:

Categorically exempt from environmental review under the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15303(a) (New Construction or Conversion of Small Structures) and Section 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning).

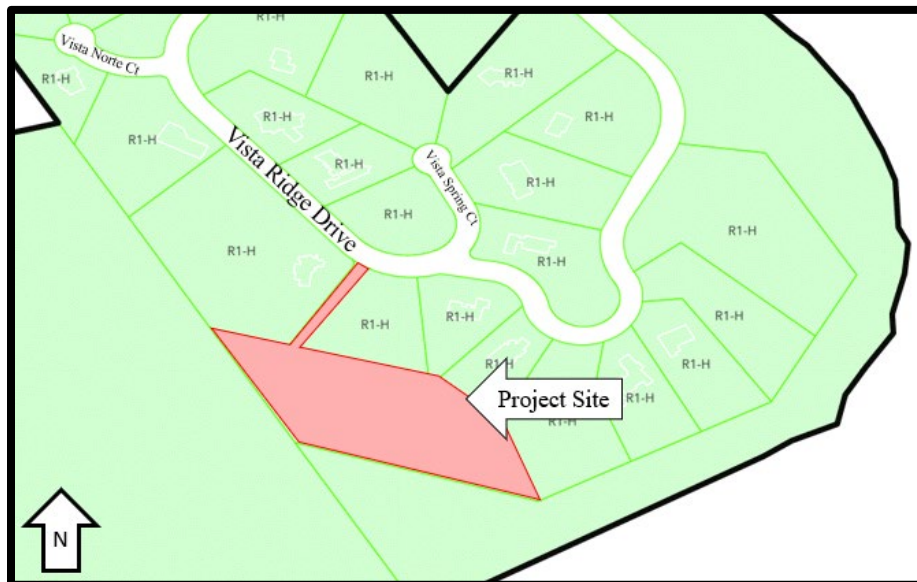
EXECUTIVE SUMMARY

The applicant is requesting a Site Development Permit to construct a 4,224-square foot, two-story single-family residence with a 730-square foot attached garage on a 4.67-acre vacant hillside lot.

Map 1
Project Location



Map 2
Zoning Map



BACKGROUND

History

On October 13, 1982, “Tract No. 6744” was filed for recordation in the Office of the Recorder of the County of Santa Clara, State of California. Tract Map No. 6744 created 26 lots, known as the Spring Valley Heights subdivision, with Lots 1-25 ranging in size from approximately 1.0-acre to 5.0-acres. Lot 26 was designated as “Common Area” and contains approximately 45.6 acres, with portions dedicated to future trails.

Subsequently, Tract Map 6744 was amended twice. On February 27, 1986, a lot line adjustment altered the boundaries of lots 1, 4, 5, 16, and 26. On April 8, 1988, Tract Map 6744 was further amended to include the following:

- the elimination of all building envelopes previously recorded on lots 1-25,
- modifications to easements on lots 7, 18, and 20, and
- requiring a geologic considerations analysis for all future developed lots.

489 Vista Ridge Drive was one of the properties created in the original subdivision as Lot 10. The lot has remained vacant since the subdivision was approved in 1982. Approximately four other lots currently remain vacant in this Hillside subdivision; the remaining 20 lots have been developed with single-family residences.

The Application

The following is a summary of the applicant’s request:

- *Site Development Permit:* To allow the construction of a 4,224-square foot, two-story single-family residence with a 730-square foot attached garage on a 4.67-acre vacant lot within the hillside.

Process

In addition to satisfying the substantive and procedural requirements typically applicable to a Site Development Permit, the application must be considered by both the Planning Commission and the City Council due to the project’s location within the Hillside Combining District (“H”) (Milpitas Municipal Code Section XI-10-45.09) for conformance with the Hillside Site and Architectural Guidelines.

PROJECT DESCRIPTION

Overview

The applicant is requesting a Site Development Permit to construct a two-story, single-family residence with a total of five bedrooms, four full bathrooms, and one-half bathroom.

The first floor, totaling approximately 2,631 square feet (sq. ft.) and will include the following: laundry room (72 sq. ft.), mud room (46 sq. ft.), office/study area (144 sq. ft.), guest bedroom suite (337 sq. ft.), one full bathroom, one-half bathroom, living room (210 sq. ft.), dining room (210 sq. ft.), family room (362 sq. ft.), kitchen/nook area (354 sq. ft.) with a wine room/pantry area (143 sq. ft.), and an attached three-car garage (730 sq. ft.). Three additional on-site parking stalls will be located immediately north of the residence.

A spiral staircase in the middle of the residence will connect to the second floor. The 1,593-sq. ft. second floor will contain a loft (242 sq. ft.), three additional bedrooms (152-178 sq. ft.), two full baths, and a master bedroom suite (270 sq. ft.) with a full bathroom (176 sq. ft.). Additionally, two balconies are proposed in the master bedroom. The master bedroom is located on the southern end of the residence, with the balconies facing east and west looking onto undeveloped hillside views and will not have a direct line of sight to neighboring residences.

The proposed landscaping in relation to the size of the 4.67-acre lot is minimal and includes eight trees and 32 plantings of various shrubs and perennials. All proposed landscaping materials are low water use. Four species of trees will be planted in 15-gallon sizes spaced out in approximately 40-foot increments, with one of each located on the side elevations of the residence extending towards the backyard. The names of common tree species to be planted include Purple Leaf, Crepe Myrtle, Washington Hawthorn, and Hybrid Laurel. The shrubs and perennials will be planted in five-gallon sizes along the entry of the driveway and in front of the residence, and will include species commonly known as Border Forsythia, Dwarf Mugo Pine, Lily of the Nile, Coast Rosemary, Bear's Breeches, and Compact Escallonia.

A new hammerhead asphalt concrete driveway will be built matching the existing slope, leading to the attached garage or to the three additional unenclosed parking stalls north of the residence. The proposed fencing includes a four-foot-tall openwork design as 14-gauge galvanized steel welded wire fabric with wooden posts along the rear and side edges of the residence, and no fencing or gates are proposed at the front or entryway of the new residence. No other accessory structures or buildings are proposed.

Location and Context

The project site is located in the eastern portion of the City of Milpitas in the hillside area on an undeveloped 4.67-acre parcel along Vista Ridge Drive. The subject property and all neighboring properties are zoned Single Family Residential-Hillside. Unincorporated Santa Clara County properties are located further from the project site to the north and east. The following table provides a summary of the Zoning and Land Uses surrounding the site:

Table 1:
Surrounding Zoning and Land Uses

	General Plan	Zoning	Existing Use
Subject Site	Hillside Low Density (HLD)	Single-Family Residential-Hillside (R1-H)	Vacant
North	Hillside Low Density (HLD)	Single-Family Residential-Hillside (R1-H)	Single-family home (under construction)
South	Hillside Low Density (HLD)	Single-Family Residential-Hillside (R1-H)	Common Area; contains Spring Valley Heights Assoc. water tanks
East	Hillside Low Density (HLD)	Single-Family Residential-Hillside (R1-H)	Single-family home
West	Hillside Low Density (HLD)	Single-Family Residential-Hillside (R1-H)	Single-family home

PROJECT ANALYSIS

General Plan and Zoning Conformance

Milpitas General Plan 2040

Hillside Low Density (HLD) is the General Plan designation. Topography within this designation is characterized by gentle to steep slopes, grassy terrain with some chaparral trees, wildlife, and geologically unstable areas. The HLD designation was created to ensure safe, appropriate development and to preserve the natural hillside ambiance. All development in the hillside area is low-density in scale with other single-family residences and rural in nature. As designed, the Project is in conformance with the policies and standards in the City's General Plan, as demonstrated in the following table:

Table 2:
General Plan Consistency

Policy	Conformance
<i>CD 7-1 Maintain the visual character of hillsides, recognizing both the importance of the exposure of hillside development from off-site public views and the importance of providing panoramic public views from and of hillsides.</i>	Consistent. The proposed Project will not impact the visual character of the hillside from the valley floor or other viewpoints as the project site is located over a half mile east of the crestline and the new residence will be shielded by an existing hill when viewed from the valley floor. Project Plan sheets A-1.2 and A-1.3 illustrate how the proposed residence will not obstruct panoramic public views from and of the hillsides.
<i>CD 7-2 Minimize the alteration of existing landforms and maintain the natural topographic characteristics of the hillside areas, allowing only minimal disruption.</i>	Consistent. The proposed Project will be situated at the flattest portion of the lot to limit disruption to the existing natural topography by limiting cut and fill to 310 cubic yards for both construction phases. The total cut and fill will balance each other out to accommodate the home's footprint and meet the required grade at the proposed driveway.
<i>CD 7-3 Protect the natural character of hillside areas by means of contour grading to blend graded slopes and terraces with the natural topography.</i>	Consistent. Minimal contour grading will be required for construction of the new residence due to siting on the flattest areas of the lot. All new contours will be designed to blend with the natural existing site contours as demonstrated in the civil drawings in the plan set.
<i>CD 7-4 Avoid mass graded pads within hillside areas. Smaller steps or grade changes should be used over single, large, slope banks to the greatest extent feasible.</i>	Consistent. The building pad is proposed at the flattest portion of the lot and will necessitate only minimal grading, including equal cut and fill. Grading has been substantially minimized in the Project, in that the siting follows the site's natural contours, in an effort to preserve the natural terrain quality.

Policy	Conformance
CD 7-5 <i>Ensure that any change in hillside land use is accompanied by appropriate safety measures and that the environmental constraints are adequately addressed especially with respect to runoff and erosion.</i>	Consistent. No changes are proposed to the existing land use and zoning designation for the subject site to be used as a single-family residence. Prior to construction of the residence, all proposed project construction and operational details will be reviewed thoroughly by applicable Departments during the building permit review process. The building permit application will be reviewed with the latest adopted State and local building and development codes, which will include standard requirements such as Construction Best Management Practices (BMPs) and an erosion and sediment control plan to be developed prior to construction of the proposed Project.
CD 7-6 <i>Require hillside development to incorporate architecture, scale, massing, building form, building color, roof materials, and landscaping to reflect the natural hillside setting.</i>	Consistent. The proposed Project's low-profile building design and earth tone materials will blend into the rural environment. Such materials include gray-toned ledger stone, exterior stucco in twilight gray, birchwood roof material, and related muted tan and gray tones as accents for the residence. The applicant is also proposing minimal landscaping and intends to preserve the remainder of the parcel's existing natural condition as is. Landscaping materials proposed are consistent with the Hillside Landscaping Ordinance and include species such as the <i>Prunus cerasifera</i> tree, also known as the Purple Leaf tree.

Development Standards

The site is located in the R1-H Single-Family Residential-Hillside Combining District. The "H" Zoning District promotes and encourages the orderly development of the hillside area of the City by the application of regulations and requirements established to meet the particular constraints associated with development of hillside areas, including, but not limited to, geologic problems, slope, safe access and visibility.

Per Milpitas Municipal Code Section XI-10-45.17-4, the subject parcel is greater than 3.0-acres, which allows for a larger maximum size for the main residence and greater impervious surface coverage compared to parcels under this acre threshold. Although the proposed new residence could be developed substantially greater in size for the main residence and impervious surface coverage, the project applicant chose to conform to development standards well within its maximum limitations. Table 3 demonstrates the Project's consistency with the applicable development standards of the R1-H zone.

Table 3:
Summary of Development Standards

Standards	Hillside Requirements	Proposed	Complies
Front Setback	25 ft. minimum when avg. slope is <16%. Otherwise, 40 ft. minimum	40 ft. (Avg. slope of lot is 10.6%)	Yes
Side Yard Setback	40 ft. minimum	429 ft. to east 111 ft. to west	Yes
Rear	40 ft. minimum	154 feet	Yes
Size of Main Residence	6,000 sq. ft. maximum (lots < 3 acres) 10,000 sq. ft. maximum (lots > 3 acres)	5,008 sq. ft. (including attached garage and porch)	Yes
Size of Accessory Structures	1,200 sq. ft. maximum	None	N/A
Impervious Surfaces	8,000 sq. ft. maximum (lots < 3 acres) 30,000 sq. ft. maximum (lots > 3 acres)	8,556 sq. ft.	Yes
Building Height (maximum)	17 ft. west of crestline; 27 ft. east of crestline	26 ft. 11.5 in.	Yes
Parking	Four spaces required	Six spaces (three inside garage & three outside)	Yes

Due to the subject property's location, the Project is required to comply with the development standards in the City's Hillside Combining District. Per MMC Section XI-10-45.09-7, the Planning Commission and City Council shall consider the following guidelines in its review. Staff recommends that the proposed design is consistent with the Hillside Architectural Guidelines as shown in Table 4 below.

Table 4:
Site and Architectural Guidelines – City of Milpitas – Hillside

Site and Architectural Guidelines <i>Section XI-10-45.09-7</i>	Consistency Finding
<i>(a) Avoid unreasonable interference with Views and Privacy. The height, elevations and placement on the site of the proposed main or accessory structure, when considered with</i>	Consistent. Due to the proposed location and minimal scale of the home in consideration to its maximum allowable size outlined in Table 3, the development will not substantially interfere with views and privacy to adjacent lots. In addition,

Site and Architectural Guidelines <i>Section XI-10-45.09-7</i>	Consistency Finding
<i>reference to the nature and location of residential structures on adjacent lots, will avoid unreasonable interference with views and privacy.</i>	the proposal exceeds all setback requirements, is within its 27-foot, two-story height limit at 26-feet and 11.5-inches, and substantially setback from adjacent residences to the north and west, which minimizes interference with views and privacy. The adjacent single-family residence located west of the subject property is entirely on a downsloped elevation and will not have any immediate line of sight to the subject property. The adjacent residence to the north is currently under construction and would be setback approximately 110-feet from each other. Furthermore, the subject property along its north elevation will have three uncovered parking stalls that will provide additional screening of the residence to the north. Additionally, the majority of the subject lot to the east and south will remain undeveloped. Due to the size of the large trapezoidal-shaped lot, the existing single-family residences located east are not immediately visible from where the proposed residence will be sited. The lot to the south is dedicated as Common Area only and will not be developed with future residential uses.
<i>(b) Preserve Natural Landscape. The natural landscape will be preserved insofar as practicable by designing structures to follow the natural contours of the site and minimizing tree and soil removal.</i>	Consistent. The project site is currently vacant and undeveloped with a few shrubs on the higher sloped southern portions of the lot and has no existing trees. As such, no trees will be removed. As proposed, the design of the house is carefully sited to be built on the flattest portions of the lot, following the natural landscape and existing contours of the site to limit cut and fill to an equal 310 cubic yards each. Minimal landscaping is also proposed including 8 mid-size trees and various flowering plants, ground cover, and shrubs.
<i>(c) Minimize Perception of Excessive Bulk. The design of the proposed main and /or accessory structure(s) in relation to the immediate neighborhood should minimize the perception of excessive bulk.</i>	Consistent. The proposed design includes varying rooflines, a clear delineation of different colors and materials, and punctuation of certain front and side facing elevations to remove the perception of bulk within the two-story residence. The footprint of the proposed home is also angled in its orientation to the front property line, thus

Site and Architectural Guidelines <i>Section XI-10-45.09-7</i>	Consistency Finding
	minimizing the perception of excessive bulk. Furthermore, as described above and shown in Table 3, the proposed main residence is proposed to be sized in scale closer to immediate neighbors' residences built on lots less than 3.0-acres in size. The overall building footprint of the main residence on the 4.67-acre lot is consolidated, and the remaining portions of the lot will also remain undeveloped, and no accessory structures are proposed.
<i>(d) Impairment of Light and Air. The proposed main or accessory structure(s) shall not unreasonably impair the light and air of adjacent properties nor unreasonably impair the ability of adjacent properties to utilize solar energy.</i>	Consistent. The proposed home will not exceed 27 feet in height as permitted for homes east of the crestline, and exceeds all minimum setbacks as required by the Hillside development standards. The proposed home also has a combination of flat and minimally pitched roof systems that could be used to utilize future solar energy. With regards to adjacent properties, the lot to the south is reserved as Common Area and the residences to the east are located greater than 429-feet away. The residence to the west is located entirely on a lower elevation, and the residence to the north would be setback approximately 110-feet from the proposed residence. As such, the proposed main residence will not cause an impairment to the adjacent properties access to light and air.
<i>(e) Grading. All grading shall be kept to an absolute minimum and shall comply with the grading ordinance criteria.</i>	Consistent. As proposed, the proposed location of the main dwelling is where the existing lot is relatively flat, so grading is limited to 310 cubic yards of cut and fill. All graded soil will be repurposed as fill.

Site & Architectural Design

The Project is designed in a Mediterranean style, which adds to the neighborhood's diversity of housing stock. The home incorporates strong lines, a mixture of high-quality and earth tone materials. Articulating the architectural forms and blending with various finishes creates an attractive front elevation. The overall color scheme of the residence will have light tan, brown, and gray shades. The exterior materials include a smooth finished stucco, light gray colored ledger stone cladding, silver birchwood shingle roofing, and a mahogany wood-tone garage door. The main door and windows have a dark brown, espresso color finish. All exterior materials and finishes work together as a palette of earth tone colors creating harmony with the surroundings. The colors and materials proposed are complementary to the character of the rural, neighboring

residences. A visual rendering with all materials and colors is demonstrated in the Materials Proposal sheet in Attachment B (Project Plans).

Grading

Due to the sloped lot and vehicular access requirements, the applicant has requested that the site be graded in order to make the site feasible for residential development. In an effort to limit the amount of soil to be removed the applicant has proposed a site plan which locates the home on the flattest portion of the site which will result in an equal 310 cubic yards of cut and fill for the construction of the new home and the required grade of the driveway for firetruck access. Attachment B (Project Plans) demonstrates the preliminary grading plan on Sheet C-1 and is consistent with the grading requirements within the Hillside Ordinance.

Crestline Zone of Protection

Per MMC Section XI-10-45.06, the purpose of the Crestline Zone of Protection is to preserve the crestline's natural quality and the slopes immediately below when viewed from the valley floor. To demonstrate compliance, the applicant took pictures from the three nearest vantage viewpoints established by the City from the crestline. As demonstrated in Sheets A-1.2 and A-1.3 of Attachment B (Project Plans), the project site will not be visible from the valley floor, and is obstructed from views by an existing hill, and is therefore, compliant with the Crestline Zone of Protection.

FINDINGS FOR APPROVAL (OR DENIAL)

A finding is a statement of fact relating to the information that the Planning Commission must consider in making a decision. Findings shall identify the rationale behind the decision to take a certain action. Based on substantial evidence in the public record, Staff has found that the proposed Project is consistent with the General Plan, Zoning Ordinance, and all required findings.

Site Development Permit Findings (Section XI-10-57-03-1(F))

1. *The layout of the site and design of the proposed buildings, structures and landscaping are compatible and aesthetically harmonious with adjacent and surrounding development.*

As described within the staff report, the development's architectural design and site planning is aesthetically compatible with the neighboring properties, and the on-site grading plan minimizes changes to the natural topography. The proposed single-family residence incorporates earth tone colors and materials that complement both the site and existing neighborhood.

2. *The Project is consistent with the Milpitas Zoning Ordinance in that:*

As described within the staff report and demonstrated within Table 3 of the staff report, the proposed single-family residence is consistent with the development standards of the Milpitas Zoning Ordinance for the R1-H Single-Family Residential-Hillside Zoning District for setbacks, height requirements, and landscaping.

3. *The Project is consistent with the Milpitas General Plan in that:*

As demonstrated within Table 2 of the staff report, the Project is consistent with the existing Hillside General Plan policies of the City of Milpitas. The proposed residence is designed to fit in with the existing natural topographic features of the property with minimal grading and will have little to no visual impact as viewed from the valley floor as the subject residence will be shielded by an existing hill and is located on a farther eastern edge of the City. No mass grading is required, and the majority of the lot will remain undeveloped. The scale, mass, building form, and overall design of the new Hillside residence will be similar to other single-family residences in the Hillside and will have earth toned features.

ENVIRONMENTAL REVIEW

The proposed Project is categorically exempt from environmental review under the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15303(a) (New Construction or Conversion of Small Structures) and Section 15183 (Projects Consistent with a Community Plan, General Plan or Zoning).

PUBLIC COMMENT/OUTREACH

Staff provided public notice for the application per City and State public notice requirements. At the time of writing this report, there have been no inquiries from the public. A notice was published in the Milpitas Post on July 29, 2022. In addition, 14 notices were sent to owners and occupants within 300 feet of the project site. A public notice was also provided on the project site, on the City's Website, www.milpitas.gov, and posted at City Hall.

RECOMMENDATION

STAFF RECOMMENDS THAT the Planning Commission:

1. Open the Public Hearing to receive comments;
2. Close the Public Hearing; and
3. Adopt Resolution 22-010, recommending that the City Council approve Site Development Permit No. SD21-0011, to allow development of a single-family residence in the R1-H Single-family Residential Hillside Zoning District, subject to the findings and attached Conditions of Approval.

ATTACHMENTS

A: Resolution 22-010

B: Project Plans

RESOLUTION NO. 22-010**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MILPITAS
RECOMMENDING APPROVAL OF SITE DEVELOPMENT PERMIT NO. SD21-0011 TO CONSTRUCT A
NEW HILLSIDE HOME ON A VACANT 4.67 ACRE SITE LOCATED AT 489 VISTA RIDGE**

WHEREAS, on November 19, 2021, an application was submitted by Krislani Mulia of Kris & Associates (“Applicant” or “Permittee”), for a development proposal to allow the construction of a 4,224 square foot two-story single-family residence and 730 square foot attached garage on a vacant 4.67 acre site at 489 Vista Ridge (APN: 042-30-008) (the “Project”). The Project site is zoned Single Family Residential - Hillside; and

WHEREAS, the Planning Division completed an environmental assessment for the Project in accordance with the California Environmental Quality Act (CEQA), which assessment determined that the Project is exempt from CEQA review pursuant to Section 15303 (New Construction and Conversion of Small Structures) of the CEQA Guidelines and, as a separate and independent basis, pursuant to Section 15183 of the CEQA Guidelines; and

WHEREAS, on August 10, 2022, a duly noticed public hearing was held by the City of Milpitas Planning Commission on the subject application, at which time all those in attendance were given the opportunity to speak on the Project; and

WHEREAS, the Planning Commission has considered all of the written and oral testimony presented at the public hearing in making its decision; and

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

SECTION 1: Recitals

The Planning Commission 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 incorporated herein by reference.

SECTION 2: CEQA Finding

The project is exempt from further environmental review under the California Environmental Quality Act (CEQA) pursuant to Section 15303(a) for “New Construction or Conversion of Small Structures including one single-family residence, or a second dwelling unit in a residential zone,” because it can be seen with certainty that there is no possibility that these actions may have a significant effect on the environment. The Project’s proposed new construction of a single-family residence and its accessory structures are within a residentially zoned area on a legal parcel and none of the exceptions, as specified in Section 15300.2 of the CEQA Guidelines that would preclude applicability of this exemption are present. As a separate and independent basis, the Project is exempt from Section 15183 of the CEQA Guidelines as a project consistent with a community plan, general plan or zoning in that it is consistent with the development density established in the Milpitas General Plan and the applicable zoning and there are no project-specific significant effects which are peculiar to this project or its site.

SECTION 3: Site Development Permit Findings (Section XI-10-57.03(F)(1)) - *The Planning Commission makes the following findings based on the evidence in the public record in support of Site Development Permit No. SD21-0011:*

- 1. The layout of the site and design of the proposed buildings, structures and landscaping are compatible and aesthetically harmonious with adjacent and surrounding development.*

As described within the staff report, the development's architectural design and site planning is aesthetically compatible with the neighboring properties, and the on-site grading plan minimizes changes to the natural topography.

The proposed single-family residence incorporates earth tone colors and materials that complement both the existing neighborhood.

2. *The Project is consistent with the Milpitas Zoning Ordinance.*

Table 1 demonstrates the Project's consistency with the applicable development standards of the R1-H Zoning District per Section XI-10-45 - "H" Hillside Combining District of the Milpitas Zoning Ordinance, including setbacks, height requirements, maximum impervious surface coverage, and parking.

Table 1:
Summary of Development Standards

Standards	Hillside Requirements	Proposed – 4.67-acre lot	Complies
Front Setback	25 ft. minimum when avg. slope is <16%. Otherwise, 40 ft. minimum	40 ft. (Avg. slope of lot is 10.6%)	Yes
Side Yard Setback	40 ft. minimum	429 ft. to east 111 ft. to west	Yes
Rear	40 ft. minimum	154 feet	Yes
Size of Main Residence	6,000 sq. ft. maximum (lots < 3 acres) 10,000 sq. ft. maximum (lots > 3 acres)	5,008 sq. ft. (including attached garage and porch)	Yes
Size of Accessory Structures	1,200 sq. ft. maximum	None	N/A
Impervious Surfaces	8,000 sq. ft. maximum (lots < 3 acres) 30,000 sq. ft. maximum (lots > 3 acres)	8,556 sq. ft.	Yes
Building Height (maximum)	17 ft. west of crestline; 27 ft. east of crestline	26 ft. 11.5 in.	Yes
Parking	4 spaces required	6 spaces (3 inside garage & 3 outside)	Yes

Due to the subject property's location, the Project is also required to comply with the development standards in the City's Hillside Combining District. Per Section XI-10-45.09-7 of the Zoning Ordinance, the Planning Commission and City Council shall consider the following guidelines in their review of proposed new development. Staff has determined the home to be consistent with the Hillside Architectural Guidelines as demonstrated below. See Table 2 for consistency.

Table 2:
Hillside Zoning Ordinance Compliance

Site and Architectural Guidelines <i>Section XI-10-45.09-7</i>	Consistency Finding
<i>(a) Avoid unreasonable interference with Views and Privacy. The height, elevations and placement on the site of the proposed main or accessory structure, when considered with reference to the nature and location of residential structures on adjacent lots, will avoid unreasonable interference with views and privacy.</i>	Consistent. Due to the proposed location and minimal scale of the home in consideration to its maximum allowable size outlined in Table 3, the development will not substantially interfere with views and privacy to adjacent lots. In addition, the proposal exceeds all setback requirements, is within its 27-foot, two-story height limit at 26-feet and 11.5-inches, and substantially setback from adjacent residences to the

Site and Architectural Guidelines <i>Section XI-10-45.09-7</i>	Consistency Finding
	north and west, which minimizes interference with views and privacy. The adjacent single-family residence located west of the subject property is entirely on a down-sloped elevation and will not have any immediate line of sight to the subject property. The adjacent residence to the north is currently under construction and would be setback approximately 110-feet from each other. Furthermore, the subject property along its north elevation will have three uncovered parking stalls that will provide additional screening of the residence to the north. Additionally, the majority of the subject lot to the east and south will remain undeveloped. Due to the size of the large trapezoidal-shaped lot, the existing single-family residences located east are not immediately visible from where the proposed residence will be sited. The lot to the south is dedicated as Common Area only and will not be developed with future residential uses.
<i>(b) Preserve Natural Landscape. The natural landscape will be preserved insofar as practicable by designing structures to follow the natural contours of the site and minimizing tree and soil removal.</i>	Consistent. The project site is currently vacant and undeveloped with a few shrubs on the higher sloped southern portions of the lot and has no existing trees. As such, no trees will be removed. As proposed, the design of the house is carefully sited to be built on the flattest portions of the lot, following the natural landscape and existing contours of the site to limit cut and fill to an equal 310 cubic yards each. Minimal landscaping is also proposed including 8 mid-size trees and various flowering plants, ground cover, and shrubs.
<i>(c) Minimize Perception of Excessive Bulk. The design of the proposed main and /or accessory structure(s) in relation to the immediate neighborhood should minimize the perception of excessive bulk.</i>	Consistent. The proposed design includes varying rooflines, a clear delineation of different colors and materials, and punctuation of certain front and side facing elevations to remove the perception of bulk within the two-story residence. The footprint of the proposed home is also angled in its orientation to the front property line, thus minimizing the perception of excessive bulk. Furthermore, as described above and shown in Table 3, the proposed main residence is proposed to be sized in scale closer to immediate neighbors' residences built on lots less than 3.0-acres in size. The overall building footprint of the main residence on the 4.67-acre lot is consolidated, and the remaining portions of the lot will also remain undeveloped and no accessory structures are proposed.
<i>(d) Impairment of Light and Air. The proposed main or accessory structure(s) shall not unreasonably impair the light and air of adjacent properties nor unreasonably impair the ability of adjacent properties to utilize solar energy.</i>	Consistent. The proposed home will not exceed 27 feet in height as permitted for homes east of the crestline, and exceeds all minimum setbacks as required by the Hillside development standards. The proposed home also has a combination of flat and minimally pitched roof systems that could be used to utilize future solar energy. With regards to adjacent

Site and Architectural Guidelines <i>Section XI-10-45.09-7</i>	Consistency Finding
	properties, the lot to the south is reserved as Common Area and the residences to the east are located greater than 429-feet away. The residence to the west is located entirely on a lower elevation, and the residence to the north would be setback approximately 110-feet from the proposed residence. As such, the proposed main residence will not cause an impairment to the adjacent properties access to light and air.
<i>(e) Grading. All grading shall be kept to an absolute minimum and shall comply with the grading ordinance criteria.</i>	Consistent. As proposed, the proposed location of the main dwelling is where the existing lot is relatively flat, so grading is limited to 310 cubic yards of cut and fill. All graded soil will be repurposed as fill.

Site & Architectural Design

The Project is designed in a Mediterranean style, which adds to the neighborhood's diversity of housing stock. The home incorporates strong lines, a mixture of high-quality and earth tone materials. Articulating the architectural forms and blending with various finishes creates an attractive front elevation. The overall color scheme of the residence will have light tan, brown, and gray shades. The exterior materials include a smooth finished stucco, light gray colored ledger stone cladding, silver birchwood shingle roofing, and a mahogany wood-tone garage door. The main door and windows have a dark brown, espresso color finish. All exterior materials and finishes work together as a palette of earth tone colors creating harmony with the surroundings. The colors and materials proposed are complementary to the character of the rural, neighboring residences. A visual rendering with all materials and colors is demonstrated in the Materials Proposal sheet in Attachment B (Project Plans).

Grading

Due to the sloped lot and vehicular access requirements, the applicant has requested that the site be graded in order to make the site feasible for residential development. In an effort to limit the amount of soil to be removed the applicant has proposed a site plan which locates the home on the flattest portion of the site which will result in an equal 310 cubic yards of cut and fill for the construction of the new home and the required grade of the driveway for firetruck access. Attachment B (Project Plans) demonstrates the preliminary grading plan on Sheet C-1 and is consistent with the grading requirements within the Hillside Ordinance.

Crestline Zone of Protection

Per MMC Section XI-10-45.06, the purpose of the Crestline Zone of Protection is to preserve the crestline's natural quality and the slopes immediately below when viewed from the valley floor. To demonstrate compliance, the applicant took pictures from the three nearest vantage viewpoints established by the City from the crestline. As demonstrated in Sheets A-1.2 and A-1.3 of Attachment B (Project Plans), the project site will not be visible from the valley floor, and is obstructed from views by an existing hill, and is therefore, compliant with the Crestline Zone of Protection.

3. The Project is consistent with the Milpitas General Plan.

As demonstrated in Table 3 below, the Project is consistent with the existing General Plan policies of the Milpitas 2040 General Plan:

Table 3:
General Plan Consistency

Policy	Conformance
<i>CD 7-1 Maintain the visual character of hillsides, recognizing both the importance of the exposure of hillside development from off-site public views and the importance of providing panoramic public views from and of hillsides.</i>	Consistent. The proposed Project will not impact the visual character of the hillside from the valley floor or other viewpoints as the project site is located over a half mile east of the crestline and the new residence will be shielded by an existing hill when viewed from the valley floor. Project Plan sheets A-1.2 and A-1.3 illustrate how the proposed residence will not obstruct panoramic public views from and of the hillsides.
<i>CD 7-2 Minimize the alteration of existing landforms and maintain the natural topographic characteristics of the hillside areas, allowing only minimal disruption.</i>	Consistent. The proposed Project will be situated at the flattest portion of the lot to limit disruption to the existing natural topography by limiting cut and fill to 310 cubic yards for both construction phases. The total cut and fill will balance each other out to accommodate the home's footprint and meet the required grade at the proposed driveway.
<i>CD 7-3 Protect the natural character of hillside areas by means of contour grading to blend graded slopes and terraces with the natural topography.</i>	Consistent. Minimal contour grading will be required for construction of the new residence due to siting on the flattest areas of the lot. All new contours will be designed to blend with the natural existing site contours as demonstrated in the civil drawings in the plan set.
<i>CD 7-4 Avoid mass graded pads within hillside areas. Smaller steps or grade changes should be used over single, large, slope banks to the greatest extent feasible.</i>	Consistent. The building pad is proposed at the flattest portion of the lot and will necessitate only minimal grading, including equal cut and fill. Grading has been substantially minimized in the Project, in that the siting follows the site's natural contours, in an effort to preserve the natural terrain quality.
<i>CD 7-5 Ensure that any change in hillside land use is accompanied by appropriate safety measures and that the environmental constraints are adequately addressed especially with respect to runoff and erosion.</i>	Consistent. No changes are proposed to the existing land use and zoning designation for the subject site to be used as a single-family residence. Prior to construction of the residence, all proposed project construction and operational details will be reviewed thoroughly by applicable Departments during the building permit review process. The building permit application will be reviewed with the latest adopted State and local building and development codes, which will include standard requirements such as Construction Best Management Practices (BMPs) and an erosion and sediment control plan to be developed prior to construction of the proposed Project.

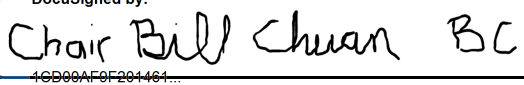
CD 7-6 *Require hillside development to incorporate architecture, scale, massing, building form, building color, roof materials, and landscaping to reflect the natural hillside setting.*

Consistent. The proposed Project's low-profile building design and earth tone materials will blend into the rural environment. Such materials include gray-toned ledger stone, exterior stucco in twilight gray, birchwood roof material, and related muted tan and gray tones as accents for the residence. The applicant is also proposing minimal landscaping and intends to preserve the remainder of the parcel's existing natural condition as is. Landscaping materials proposed are consistent with the Hillside Landscaping Ordinance and include species such as the *Prunus cerasifera* tree, also known as the Purple Leaf tree.

As described above, the Project is compatible and consistent with the surrounding uses and has been found to conform to the intent of the Milpitas 2040 General Plan designation. The proposed home is designed to fit in with the natural topographic features of the property and reduces the visual impact as viewed from the valley floor.

SECTION 4: Based on the recode as a whole and the findings set forth herein, the Planning Commission of the City of Milpitas hereby recommends the City Council hereby approves Site Development Permit No. SD21-0011 to allow the construction of a single-family residence in the hillside district, based on the above findings and subject to the Conditions of Approval attached hereto as **Exhibit 1** and incorporated herein.

PASSED AND ADOPTED at a regular meeting of the Planning Commission of the City of Milpitas on August 10, 2022.

DocuSigned by:

 Chair Bill Chuan BC Aug-15-2022
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Chair

TO WIT:

I HEREBY CERTIFY that the following resolution was duly adopted at a regular meeting of the Planning Commission of the City of Milpitas on August 10, 2022, and carried by the following roll call vote:

COMMISSIONER	AYES	NOES	ABSENT	ABSTAIN
Mercedes Albana	✓			
Dipak Awasthi	✓			
Bill Chuan	✓			
Larry Ciardella	✓			
Alexander Galang	✓			
Sonia Medina-Ashby	✓			
Zeya Mohsin	✓			

EXHIBIT 1

**CONDITIONS OF APPROVAL
SITE DEVELOPMENT PERMIT NO. SD21-0011
489 VISTA RIDGE DRIVE (APN 042-30-008)**

GENERAL CONDITIONS

1. **General Compliance.** The applicant, including all successors in interest (collectively "Permittee") shall comply with each and every condition set forth in this Permit. Site Development Permit No. SD21-0011 ("Permit") shall have no force or effect and no building permit shall be issued unless and until all things required by the below-enumerated precedent conditions have been performed or caused to be performed and this Resolution has been recorded by the Permittee with the Santa Clara County's Recorder Office and a copy shall be provided to the Planning Department. **(P)**
2. **Effective Date.** Unless there is a timely appeal filed in accordance with the Milpitas Zoning Code, the date of approval of this Permit is the date on which the decision-making body approved this Permit. **(P)**
3. **Acceptance of Permit.** Should Permittee fail to file a timely appeal within twelve (12) calendar days of the date of approval of this Permit, inaction by Permittee shall be deemed to constitute each of the following:
 - a. Acceptance of this Permit by Permittee; and
 - b. Agreement by the Permittee to be bound by, comply with, and to do all things required of or by Permittee pursuant to all of the terms, obligations, and conditions of this Permit.
4. **Permit Expiration.** Pursuant to Section XI-10-64.06 of the Milpitas Zoning Code, this Permit shall become null and void if the activity permitted by this Permit is not commenced within two (2) years from the date of approval, or for a project submitted with a tentative map, within the time limits of the approved tentative map. Pursuant to Section XI-10-64.06(B) of the Milpitas Zoning Code, an activity permitted by this Permit shall be deemed to have commenced when the Project:
 - a. Completes a foundation associated with the Project; or
 - b. Dedicates any land or easement as required from the zoning action; or
 - c. Complies with all legal requirements necessary to commence the use, or obtains an occupancy permit, whichever is sooner.
5. **Time Extension.** Pursuant to Section XI-10-64.07 of the Milpitas Zoning Code, unless otherwise provided by State law, Permittee shall have the right to request a one-time extension of the Permit if the request is made in writing to the Planning Division prior to the expiration date of the approval. **(P)**
6. **Project Job Account.** If Permittee's project job account is at any time delinquent or below the required deposit amount, City will not continue to review or process the application until Permittee's private job account is paid in full and the required deposit has been made. Additionally, prior to the issuance of any building permit or occupancy permit, as applicable, Permittee shall pay in full the project account balance and establish a remaining balance of at least twenty-five percent (25%) of the required initial deposit. **(ALL)**
7. **Notice.** Pursuant to California Government Code Section 66020, any protest filed in court relating to the imposition of fees, dedication, reservations, or other exactions to be imposed on the development project shall be filed within ninety (90) days after the date of the adoption of this Resolution. This provision serves as notice from the local agency to the Permittee that the ninety (90) day period in which the applicant may file a protest has begun under California Government Code Section 66020(d)(1). **(P)**
8. **Cost and Approval.** Permittee shall fully complete and satisfy each and every condition set forth in this Resolution and any other condition applicable to the Project to the sole satisfaction of the City. Additionally, Permittee shall be solely responsible and liable for the cost to satisfy each and every condition. Permittee shall pay all required fees and charges to City at the rate in effect at time of building permit issuance, or, the rate in effect when the fees and charges are due and paid in full to City. There is no vesting of any fees or charges with the adoption of this Resolution. **(P)**
9. **Conditions.** Each and every condition set forth in this Exhibit shall apply to the Project and continue to apply to the Project so long as the Permittee is operating the Project under the permits and approvals in this Resolution. **(P)**

10. Compliance with Laws. The construction, use, and all related activity authorized under this Permit shall comply with all applicable local, state, and federal laws, rules, regulations, guidelines, requirements, and policies. (CA/P)
11. Previous Approvals. Permittee shall abide by and continue to comply with all previous City approvals, permits, or requirements relating to the subject property, unless explicitly superseded or revised by this Permit. (ALL)
12. Indemnification. To the fullest extent permitted by law, Permittee shall indemnify, defend with counsel of the City's choosing, and hold harmless City, its City Council, its boards and commissions, officials, officers, employees, and agents from and against any and all claims, demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever which may arise from or in any manner relate (directly or indirectly) to (i) City's approval of the Project, including but not limited to, the approval of the discretionary permits, maps under the Subdivision Map Act, and/or the City's related determinations or actions under the California Environmental Quality Act, and (ii) Permittee's construction, operation, use, or related activity under this Permit. This indemnification shall include, but not be limited to, damages awarded against the City, if any, costs of suit, attorneys' fees, and other expenses incurred in connection with such claim, action, causes of action, suit or proceeding whether incurred by applicant, City, and/or the parties initiating or bringing such proceeding. Permittee shall indemnify the City for all of City's costs, attorneys' fees, and damages which City incurs in enforcing the indemnification provisions set forth in this condition. Permittee shall pay to the City upon demand or, as applicable, to counsel of City's choosing, any amount owed pursuant to the indemnification requirements prescribed in this condition. (CA)
13. Revocation, Suspension, Modification. This Permit may be suspended, revoked, or modified in accordance with Section XI-10-63.06 of the Milpitas Zoning Code. (P)
14. Severability. If any term, provision, or condition of this Permit is held to be illegal or unenforceable by the Court, such term, provision, or condition shall be severed and shall be inoperative, and the remainder of this Permit shall remain operative, binding, and fully enforceable. (ALL)
15. Conditions of Approval. As part of the issuance of building permits, the Permittee shall include within the first four pages of the working drawings for a plan check, a list of all conditions of approval imposed by the final approval of the project. (P)
16. Development in Conformance with Approved Plans: Permittee shall develop the approved Project in conformance with the approved plans approved by the Planning Commission on August 10, 2022, in accordance with these Conditions of Approval.

Any deviation from the approved site plan, elevations, materials, colors, landscape plan, or other approved submittal shall require that, prior to the issuance of building permits, the Permittee shall submit modified plans and any other applicable materials as required by the City for review and obtain the approval of the Planning Director or Designee. If the Planning Director or designee determines that the deviation is significant, Permittee shall be required to apply for review and obtain approval of the Planning Commission or City Council, as applicable, in accordance with the Milpitas Zoning Code. (P)
17. Prior to the issuance of a building permit, the owner or designee shall include within the four first pages of the working drawings for a plan check, a list of all conditions of approval imposed by the final approval of the Project. (P)
18. Streets shall be designed to generally follow the contours and landform in order to minimize cut and fill. Exposed walls facing roadways and retaining walls shall be no greater than six feet in height. Crib walls facing roadways shall be no greater than 15 feet in height. (P)
19. Landscaping coverage and stabilization of graded slopes shall be selected and designed to be compatible with surrounding natural vegetation or to replace removed natural vegetation and should recognize climate, soil, and ecological characteristic of the region. Plant materials that require excessive water after becoming established should be avoided. (P)
20. Within six months, or such other period established by the Planning Commission, after the commencement of grading activities, all graded areas not covered by an impervious surface shall be stabilized in such manner as shall be approved by the Planning Director. (P)
21. Compliance with Fire Department and California Fire Code. The project/development shall comply with the requirements of the Fire Department and the California Fire, as demonstrated by the Fire Department's Memorandum,

dated March 3, 2022, as may be amended by the City of Milpitas. Changes to the site plan and/or internal shall be reviewed and approved by the Fire Department. **(F)**

22. Compliance with Building Department. The Project shall comply with the requirements of the Building Department, International Building Code, CBC, CMC, CEC, CPC, Green Building Standards Code, California Energy Code, and the Milpitas Municipal Code, as demonstrated in the Building and Safety Department's Memorandum, dated February 23, 2022. **(B)**
23. Compliance with Land Development Department. The project/development shall comply with the requirements of the Engineering Division, dated July 13, 2022, as may be amended by the City of Milpitas. **(E)**

LEGEND

(P) = Planning Department

(B) = Building Department

(E) = Engineering Department

(F) = Fire Department

(CA) = City Attorney's Office

ALL = All Reviewing Departments

NOTICE OF RIGHT TO PROTEST

The Conditions of Project Approval set forth herein include certain fees, dedication requirements, reservation requirements, and other exactions. Pursuant to Government Code Section 66020(d)(1), these Conditions constitute written notice of a statement of the amount of such fees, and a description of the dedications, reservations, and other exactions. You are hereby further notified that the 90-day approval period in which you may protest these fees, dedications, reservations, and other exactions, pursuant to Government Code Section 66020(a), began on date of adoption of this resolution. If you fail to file a protest within this 90-day period complying with all of the requirements of Section 66020, you will be legally barred from later challenging such exactions.

AGREEMENT

Permittee/Property Owner

The undersigned agrees to each and every condition of approval and acknowledges the NOTICE OF RIGHT TO PROTEST and hereby agrees to use the Project property on the terms and conditions set forth in this resolution.

Dated: _____

Signature of Permittee

Certificate Of Completion

Envelope Id: 9707F5536A28467DB0F0045C539F59E1	Status: Completed
Subject: Please DocuSign: Attachment A - 489 Vista Ridge - Reso 22-010 DocuSign.pdf	
Source Envelope:	
Document Pages: 10	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Elizabeth Medina
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	455 E Calaveras Blvd
	Milpitas, CA 95035
	emedina@milpitas.gov
	IP Address: 50.59.22.2

Record Tracking

Status: Original	Holder: Elizabeth Medina	Location: DocuSign
August 10, 2022 20:33	emedina@milpitas.gov	

Signer Events	Signature	Timestamp
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Chair Bill Chuan	DocuSigned by: Chair Bill Chuan BC 1CD00AF9F201461...	Sent: August 10, 2022 20:34
bill_chuan@yahoo.com		Viewed: August 15, 2022 07:07
Security Level: Email, Account Authentication (None)		Signed: August 15, 2022 07:08
	Signature Adoption: Drawn on Device	
	Using IP Address: 67.188.2.13	
	Signed using mobile	

Electronic Record and Signature Disclosure:
Accepted: August 15, 2022 | 07:07
ID: 527344d8-f344-4fe2-be9a-20acc1eba80f

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Kristina Phung	COPIED	Sent: August 15, 2022 07:08
KPhung@milpitas.gov		Viewed: August 15, 2022 14:53
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Liz Medina	COPIED	Sent: August 15, 2022 07:08
emedina@milpitas.gov		Resent: August 15, 2022 07:08
Administrative Assistant		
City of Milpitas		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events		Status	Timestamps	Item # C10.
Envelope Sent		Hashed/Encrypted	August 10, 2022 20:34	
Certified Delivered		Security Checked	August 15, 2022 07:07	
Signing Complete		Security Checked	August 15, 2022 07:08	
Completed		Security Checked	August 15, 2022 07:08	
Payment Events		Status	Timestamps	
Electronic Record and Signature Disclosure				

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From time to time, Carahsoft OBO City of Milpitas (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO City of Milpitas:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: mluu@ci.milpitas.ca.gov

To advise Carahsoft OBO City of Milpitas of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at mluu@ci.milpitas.ca.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to mluu@ci.milpitas.ca.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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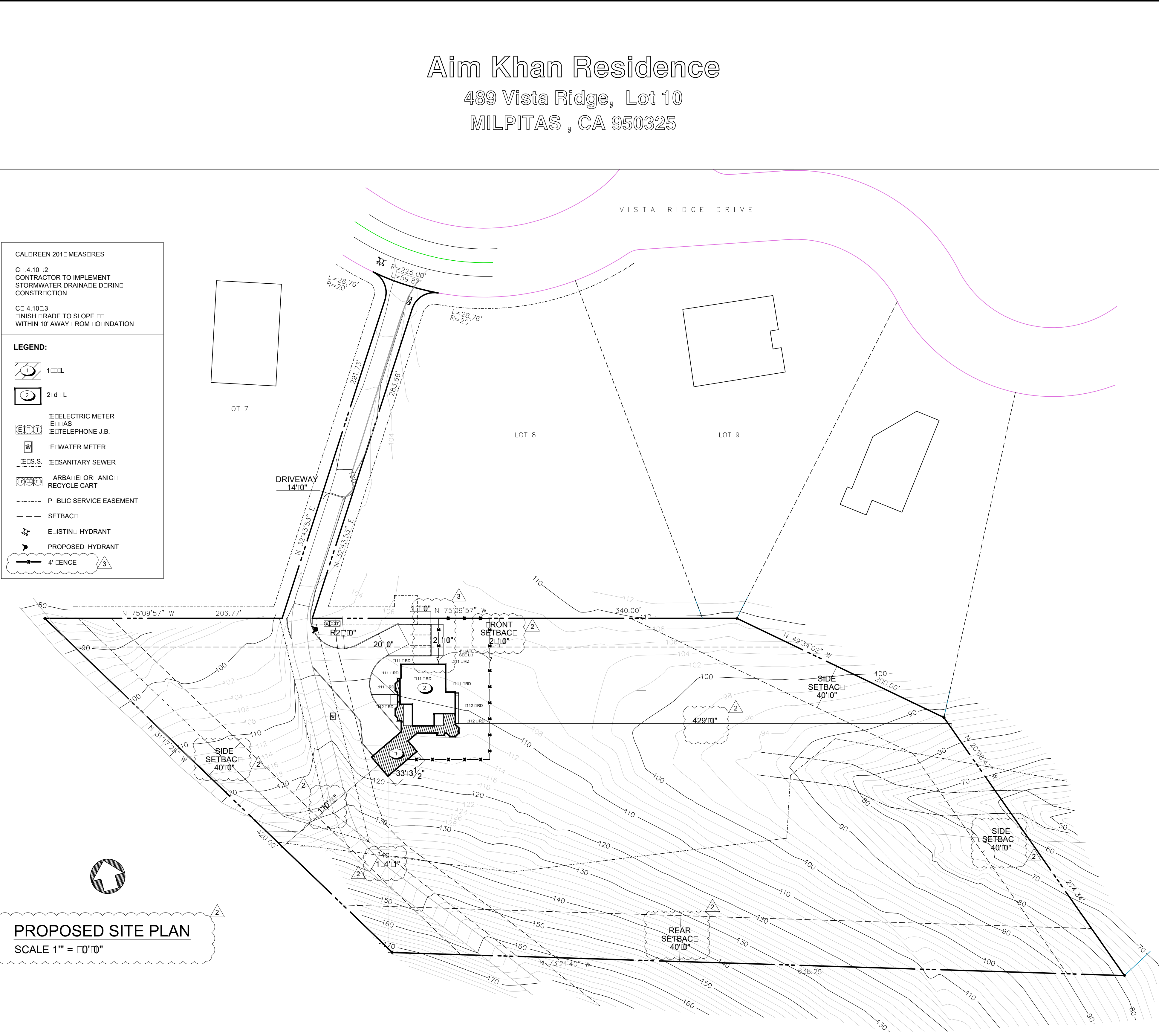
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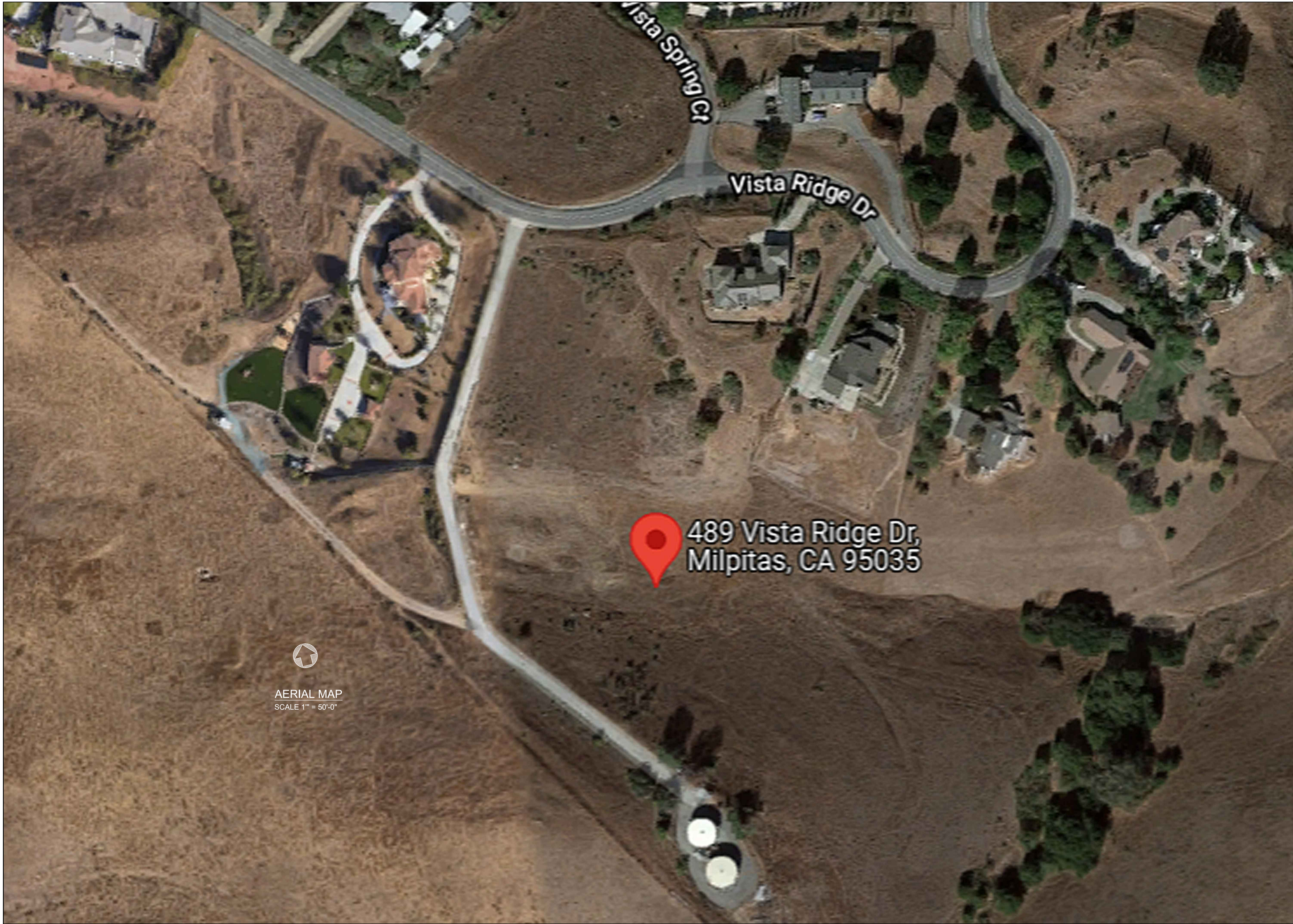
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

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GENERAL NOTES 1. ALL CONSTRUCTION WORK AND ITS FINISHED PRODUCT SHALL COMPLY WITH STATE CODES, CITY ORDINANCES. 2. THE ISSUANCE OF A BUILDING PERMIT SHALL NOT BE CONSIDERED AS A GUARANTEE THAT ALL CODE REQUIREMENTS ARE REFLECTED IN THE DOCUMENTS. NO GUARANTEE OF CONSTRUCTION QUALITY IS IMPLIED OR INTENDED BY THIS ARCHITECTURAL DOCUMENTS. THE GENERAL CONTRACTOR SHALL BE ULTIMATELY RESPONSIBLE FOR ANY OR ALL CONSTRUCTION DEFICIENCIES. 3. BUILDER SET DEFINITION: THESE PLANS ARE A "BUILDER SET" IT CONTAINS INFORMATION FOR BUILDING PERMIT AND GENERAL CONSTRUCTION PURPOSES ONLY. THEY ARE NOT EXHAUSTIVELY DETAILED NOR ARE FULLY SPECIFIED. THIS HAVE BEEN PROVIDED FOR THE USER OF A KNOWLEDGEABLE AND EXPERIENCED CONTRACTOR. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERILY SELECT, SOLVE AND INSTALL ALL MATERIALS & EQUIPMENT CORRECTLY. 4. BY EXECUTING CONTRACTS PRIOR TO COMMENCING ANY WORK OR ORDERING ANY MATERIAL, CONTRACTOR REPRESENT THAT THEY HAVE: 4.1. VERIFIED EXISTING JOB SITE CONDITIONS AND SURROUNDINGS LOCATIONS OF ALL UTILITY LINES, CONDITIONS, SURFACE OR SUBSURFACE STRUCTURES, ETC. AND OF ANY NATURAL FEATURES THAT MAY BE AFFECTED BY THE WORK, AND MADE DUE ALLOWANCES FOR UTILITIES. 4.2. CONTRACTOR TO VERILY ALL MEASUREMENTS SHOWN ON THESE DRAWINGS WHICH SURVEYOR SCALE OF DRAWING. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ARCHITECT OR OWNER OF ANY CONFLICTS, INCONSISTENCIES THEY DISCOVER WITHIN THE DRAWINGS OR EXISTING FIELD CONDITION PRIOR TO CONTINUE THE WORK. IN THE AFFECTED AREA, THE AFFECTED AREA WORK IS CONTINUED WITHOUT ARCHITECT/ENGINEER CLARIFICATION/INSTRUCTION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ANY CHANGES, DEFECTS, DEFICIENCIES, MODIFICATIONS OR SITE CONDITIONS WHICH MAY BE BEYOND THE CONTROL OF THE ARCHITECT AND ITS ASSOCIATES CONSULTANT. THE CONTRACTOR SHALL ACCEPT AND MAINTAIN THE EXISTING SITE SURROUNDING CONDITION AND PROTECT NEW AND EXISTING WORK, EQUIPMENT, MATERIALS, DAMAGES CAUSED BY CONTRACTOR NEGLIGENCE SHALL BE REPAIRED, REPLACED AS GOOD CONDITION AS BEFORE AT THE EXPENSE OF THE CONTRACTOR. DEMOLITION SHALL BE DONE IN A SAFE, ORDERLY MANNER WITHOUT DAMAGING TO OTHER PARTS OF THE PREMISES OR ADJACENT PROPERTIES. ALL DEMOLISHED REMOVED ITEMS SHALL BE DISPOSED OF BY THE CONTRACTOR PER CITY OF REMONT CONSTRUCTION DEMOLITION WASTE MANAGEMENT ORDINANCE AND VERILY WITH THE OWNER ON ITEMS TO BE SAVED AND STORED, ALL REMOVED ITEMS TO BE SAVED OR REUSE SHALL BE HANDLED WITH CARE.	PROJECT DATA APN: 04230000 CONIN: RH11TH HILLSIDE COMBININ DISTRICT OCCUPANCY: RORP TYPE OF CONSTRUCTION: V/B SPRINKLERED LOT AREA: 4.4 ACRES GENERAL PLAN DESIGNATION: HILLSIDE LOW DENSITY HLD ALLOWABLE MAIN DWELLING UNIT AREA: 10,000 S.F. MAX ALLOWABLE IMPERVIOUS AREA: 30,000 S.F. MAX A. HABITABLE AREA 1ST FLOOR: 2,311 S.F. 2ND FLOOR: 1,933 S.F. TOTAL: 4,224 S.F. B. NON HABITABLE AREA GARAGE: 30 S.F. PORCH: 4 S.F. TOTAL: 34 S.F. TOTAL: 4,258 S.F. ALICES SPRINKLER REQUIRED: IN-PA 13D SYSTEM HEIGHT LIMIT: 2 STORY, 21' HEIGHT PROPOSED HEIGHT: 2 STORY, 21'11" PARIN: GARAGE 3, ON STREET PARIN 3, TOTAL 6 AV SLOPE OF LOT: 10% SETBACKS REQUIRED PROPOSED FRONT: 21' 40' LEFT SIDE: 40' 429' RIGHT SIDE: 40' 111' REAR: 40' 114' SCOPE OF WORK: THIS PROJECT IS TO BUILD A NEW SINGLE FAMILY RESIDENCE 2 STORY ON A VACANT LAND
PROJECT CONSULTANT CIVIL SURVEYOR ACCURATE LAND SOLUTIONS 1211 WASHINGTON AVE #33 SAN LEANDRO, CA 94401 GRADING & DRAINAGE KRIS & ASSOCIATES TEL: 510.252.1212 3414 MISSION VIEW DR. REMONT, CA 94133 PROJECT DESIGNER-CONTACT PERSON KRISLANI MULIA TEL: 510.252.1212 3414 MISSION VIEW DR. REMONT, CA 94133	VICINITY MAP
	SHEET INDEX A 1 COVER SHEETS A 2 1ST FLOOR PLAN A 3 2ND FLOOR PLAN A 4 ROOF PLAN A 5 ELEVATIONS A 6 ELEVATIONS A 7 SECTIONS A 8 SITE LIGHTING PLAN A 9 AREA CALCULATION C 1 PRELIMINARY RADIN PLAN C 2 PRELIM UTILITY PLAN C 3 STORMWATER MANAGEMENT PLAN EROSION CONTROL PLAN C 4 FIRE TRUCK ACCESS HAMMERHEAD TURNAROUND TURNOUT PLAN T 1 TOPOGRAPHICAL SURVEY
APPLIED CODES	2019 CALIFORNIA RESIDENTIAL CODE (CRC) CALIFORNIA MECHANICAL CODE (CMC) CALIFORNIA ELECTRICAL CODE (CEC) CALIFORNIA PLUMBING CODE (CPC) GREEN BUILDING STANDARDS CODE (CALGREEN) CALIFORNIA ENERGY CODE (CENC) MILPITAS MUNICIPAL CODE (MMC)





owner

Aim

Aim Khan Residence
489 Vista Ridge, Lot 10
MILPITAS, CA 95035

PROJECT

NEW BUILD

SHEET TITLE

AERIAL
MAP

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design services
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Email : kris21@gmail.com
designer :krislani mulia

Krislani Mulia

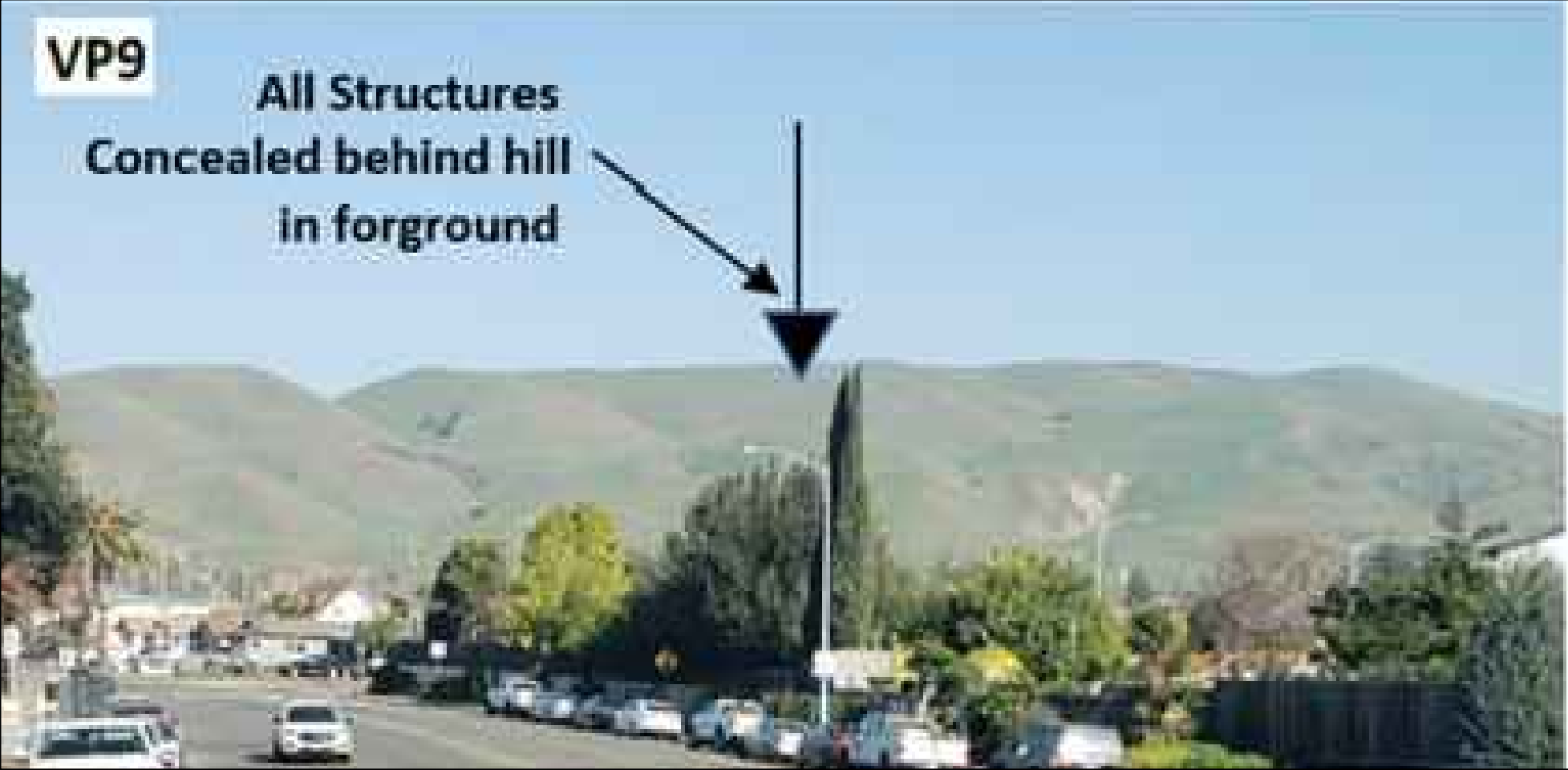
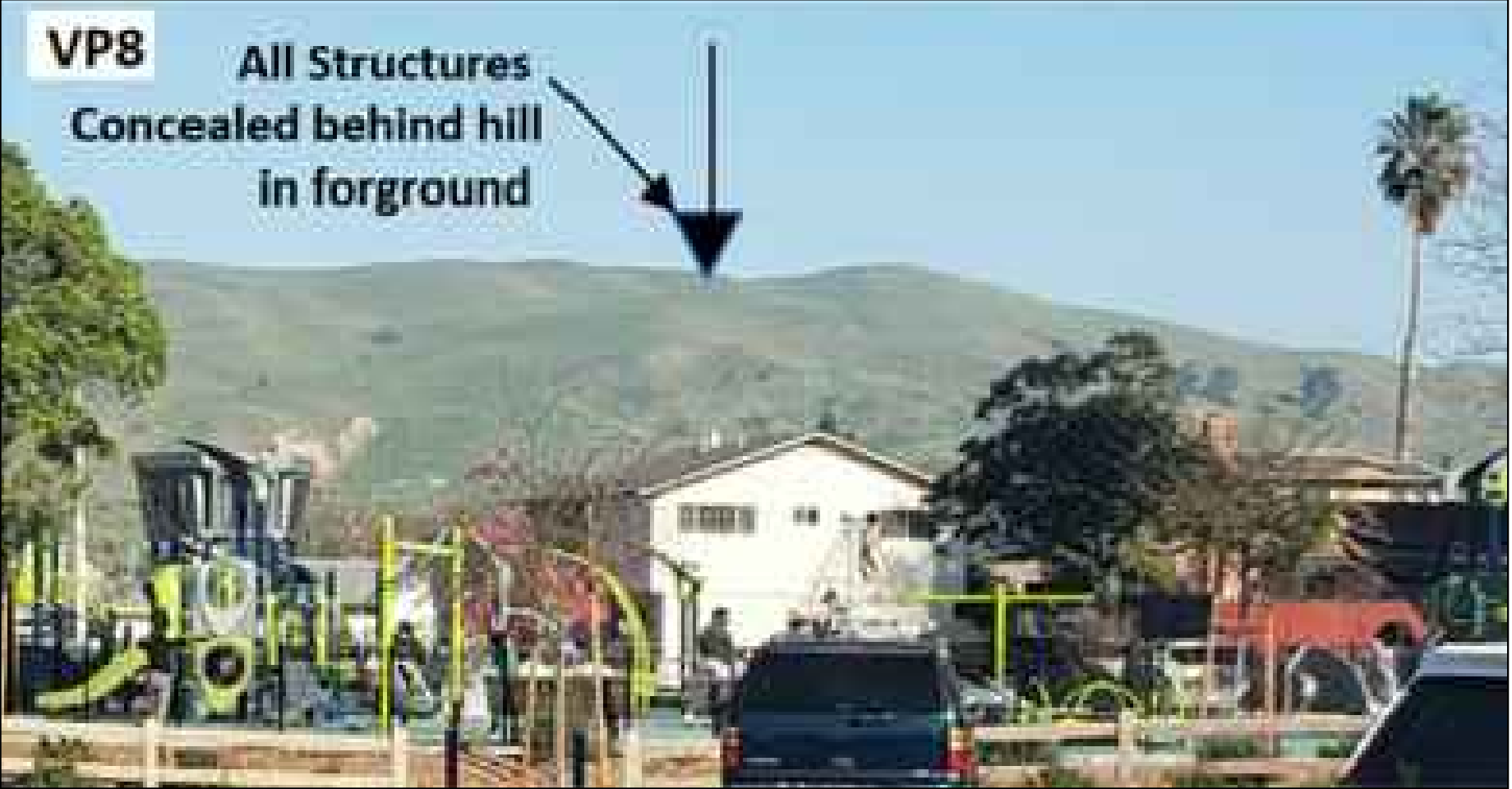
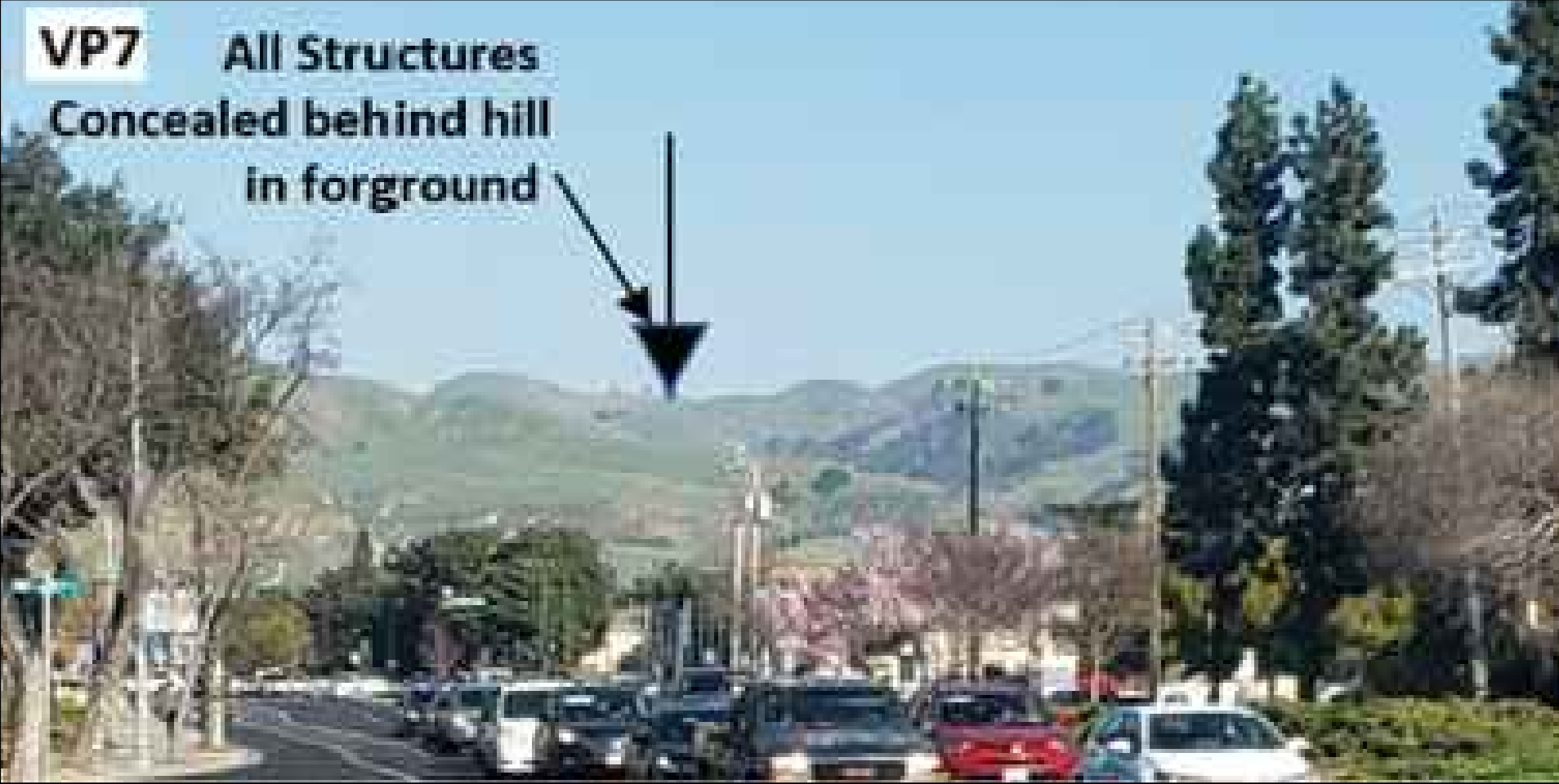
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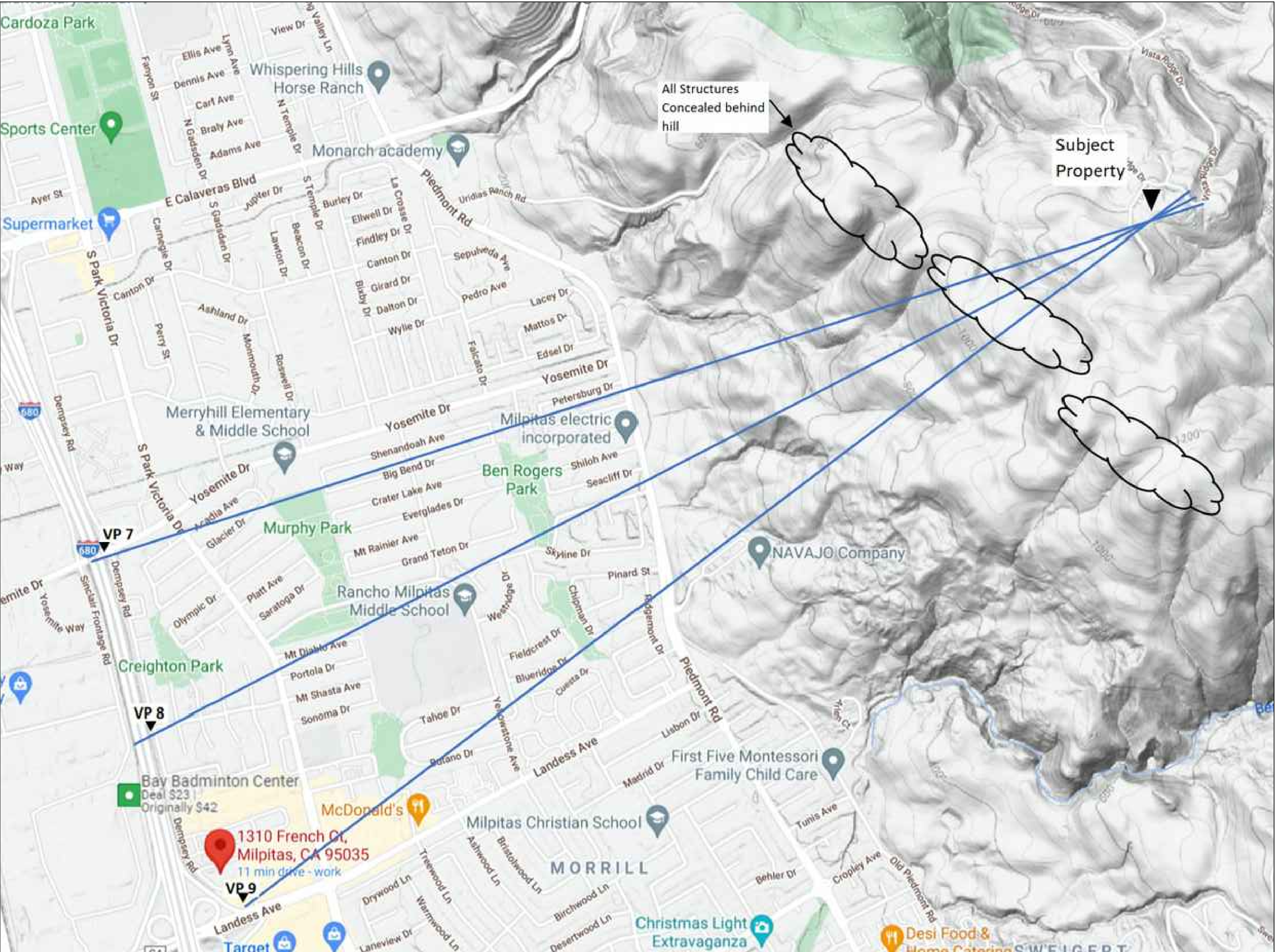
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☒	12-17-21	

DATE 01.31.22
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SCALE AS SHOWN
SHEET

A-1.1



VIEWPOINT PHOTOS



CRESTLINE ZONE PROTECTION - REFERENCE MAP
NOT TO SCALE

owner
Aim

Aim Khan Residence
489 Vista Ridge, Lot 10
MILPITAS, CA 95035

PROJECT
NEW BUILD
SHEET TITLE
CRESTLINE EXHIBITS

Kris & associates
design services
T 510.252.1212
Email : kris21@gmail.com
designer : krislani mulia
Krislani Mulia

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1	02-21-22	

DATE 02.21.22
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SHEET

owner

Aim

Aim Khan Residence
489 Vista Ridge, Lot 10
MILPITAS, CA 95035

PROJECT

NEW BUILD

SHEET TITLE

CRESTLINE
EXHIBITS

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designer :krislani mulia

Krislani Mulia

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NO	DATE	REVISION
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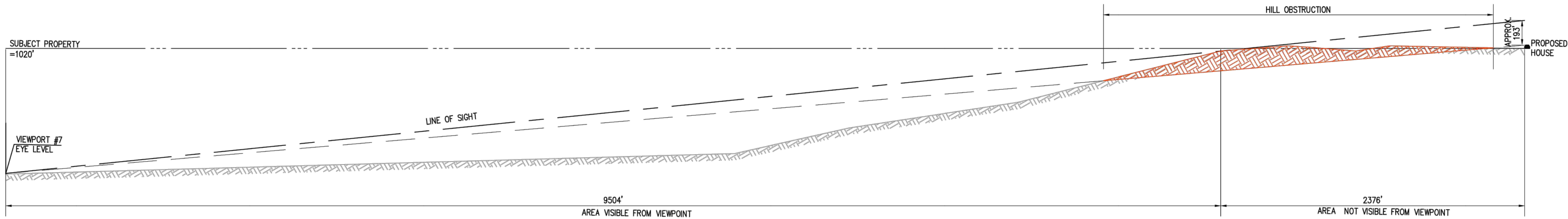
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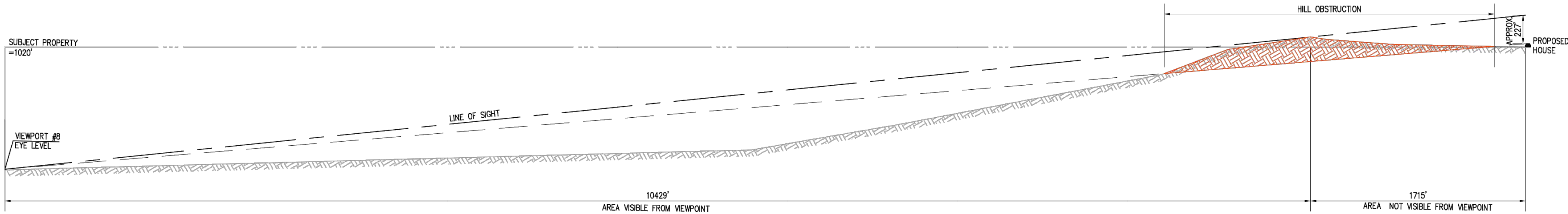
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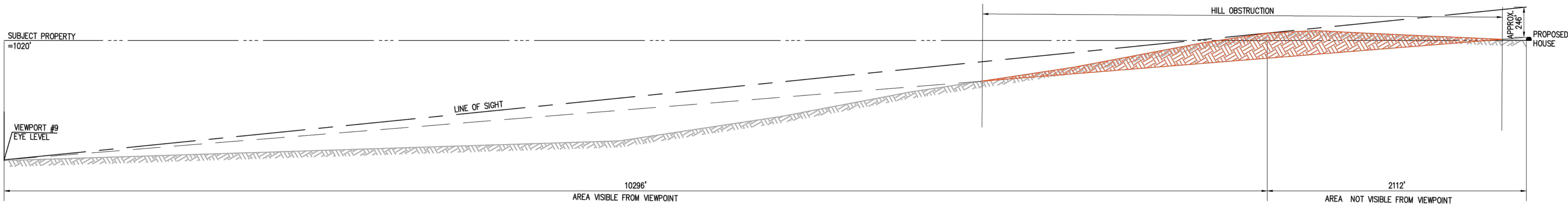
A-1.3



SITE SECTION 1: FROM VIEWPOINT 7 TO SUBJECT PROPERTY

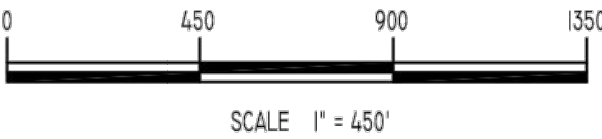


SITE SECTION 2: FROM VIEWPOINT 8 TO SUBJECT PROPERTY



SITE SECTION 3: FROM VIEWPOINT 9 TO SUBJECT PROPERTY

NOTE: CROSS SECTIONS AND ELEVATIONS HAVE BEEN ESTABLISHED BASED ON
GOOGLE MAPS AND ARE APPROXIMATE.



owner
Aim

Aim Khan Residence
489 Vista Ridge, Lot 10
MILPITAS, CA 95035

PROJECT
NEW BUILD

SHEET TITLE
1ST FLOOR
PLAN

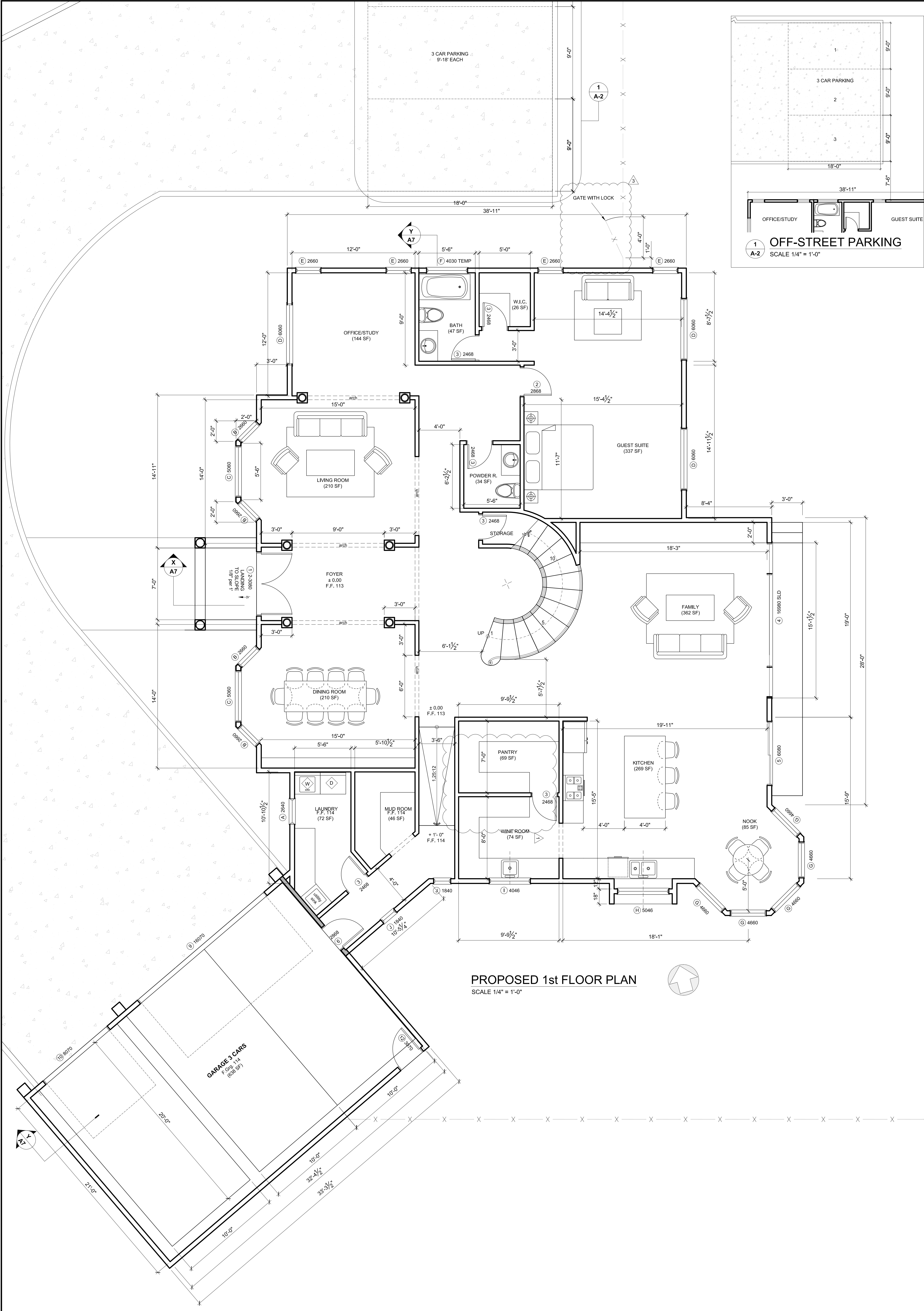
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designer : kristan mulla
Kristan's Mark

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ISSUES	REVISION
NO	DATE
1	02-21-22
2	04-01-22
3	05-03-22

DATE	04.01.22
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SCALE	AS SHOWN
SHEET	

A-2



DOOR & WINDOW SCHEDULE									
DOOR CALL-OUT, 2 RAISED PANEL, HOLLOW CORE DR U.N.O					WINDOW CALL-OUT, U FACTOR MAX 0.3, SHGC 0.23				
DOOR HEADER AT 8'-0" A.F.F., U.N.O.					WINDOW HEADER AT 8'-0" ABOVE F.F, U.N.O.				
					1ST FLOOR				
①	2-3080 HINGED ARC TOP	★	1 EA	MAIN ENTRANCE	(A)	2640 SH	1 EA	LAUNDRY ROOM	
②	2868 HINGED		4 EA	GUEST SUIT BEDRM, W.I.C., STORAGE	(B)	2660 FIXED	4 EA	LIVING AND DINING ROOM	
③	2468 HINGED		14 EACH	BEDROOMS #1,2,3, BATHRM, POWDER, W.I.C, PANTRY, LAUNDRY	(C)	5060 SH	2 EA	LIVING AND DINING ROOM	
					(D)	6060 SH	3 EA	OFFICE/STUDY & GUEST SUIT	
④	15080 SLIDING DOOR		1	FAMILY RM	(E)	2660 SH	4 EA	OFFICE/STUDY & GUEST SUIT	
⑤	6080 SLIDING DOOR		1	DINNER RM	(F)	4030 TEMPERED	2 EA	GUEST BATHROOM & MASTER BATHROOM	
⑥	2868 HINGED	★	1	TO GARAGE	(G)	4660 SH	5 EA	NOOK	
⑦	2870 HINGED		2 EA	BALCONY 2ND FLOOR	(H)	5046 SH	1 EA	KITCHEN	
⑧	8080 SLIDING DOOR		1 EA	BALCONY 2ND FLOOR	(I)	4046 SH	2 EA	MULTI PURPOSE RM	
⑨	16070 OVERHEAD DOOR		1	GARAGE	(J)	1840 FIXED	2 EA	HALLWAY	
⑩	8070 OVERHEAD DOOR		1	GARAGE	2ND FLOOR WINDOW HEADER AT 6'-8" ABOVE F.F, U.N.O.				
⑪	2868 & 11068 DOUBLE DOOR		1	MASTER BEDROOM 2ND FLOOR	(K)	3036 FIXED	2 EA	VOID	
⑫	3070 HINGED		1	GARAGE	(L)	12056 FIXED	1 EA	LOFT	
					(M)	6050 EGRESS	3 EA	BEDROOM #1,2,3	
					(N)	2650 SH	6 PCS	BEDROOM #1,2 & MASTERBED	
					(O)	2630 TEMPERED	2 EA	MASTER BATHROOM	
★	THRESHOLD AT ALL DOORWAYS SHALL BE 1", 7- 3/4" MAX.								

LEGEND & NOTES :

NEW WALL

1 HR FIRE RESISTIVE WALL, 5/8" TYPE"X" GYP. BD. GARAGE A SIDE

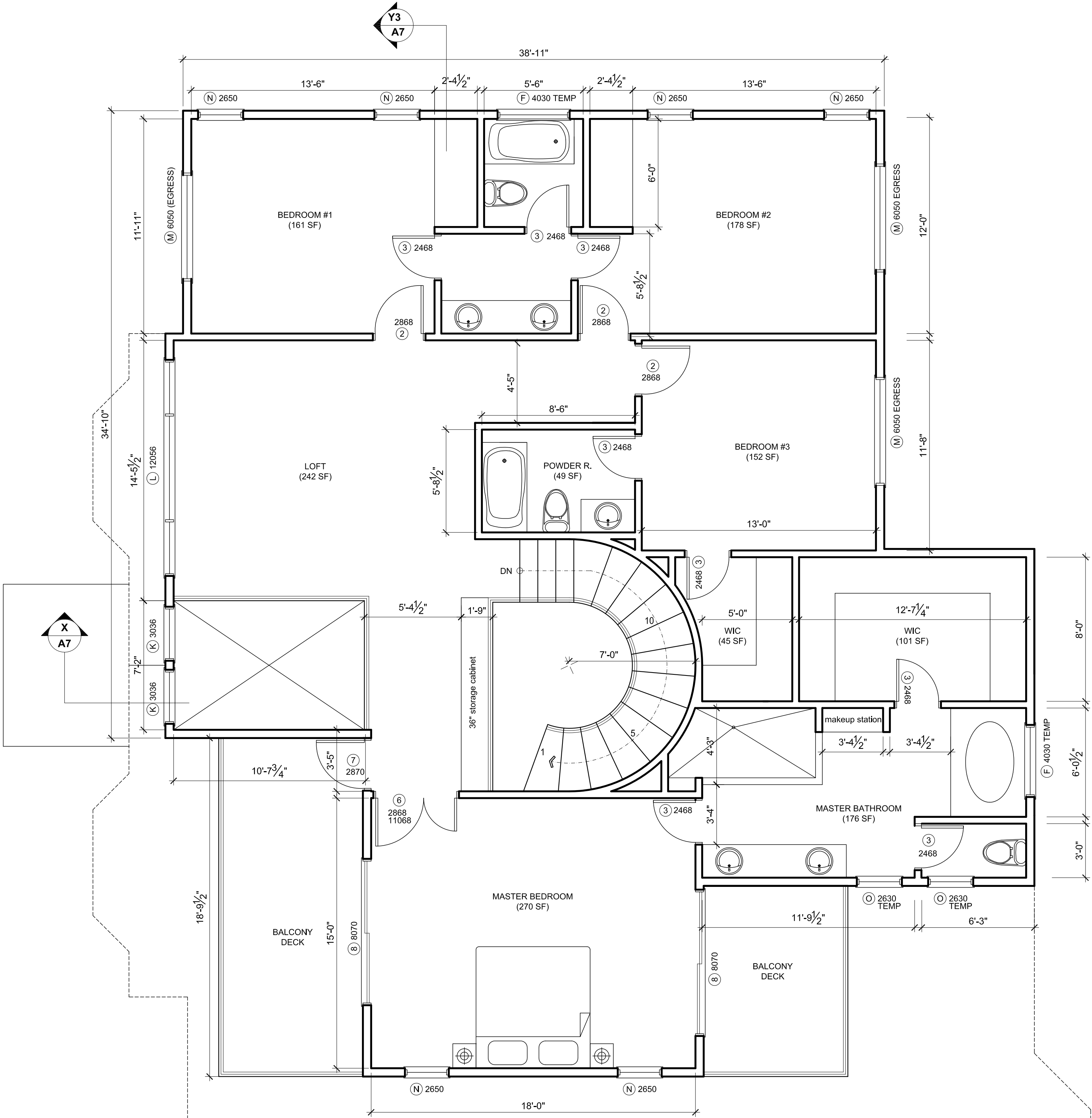
2020 DOOR-WINDOW CALL OUT

2nd FLOOR LINE

TANKLESS WATER HEATER 50 GALLON

ONE HOUR ASSEMBLY, 5/8" TYPE "X" GYP. BD. SHALL BE APPLIED TO ALL WALLS AND SOFFITS UNDER USABLE SPACE OF STAIRWAY

- LEGEND & NOTES :
- NEW WALL
 - 1 HR FIRE RESISTIVE WALL, 5/8" TYPE"X" GYP. BD. GARAGE A SIDE
 - ① 2020 DOOR-WINDOW CALL OUT
 - 2nd FLOOR LINE
 - TANKLESS WATER HEATER 50 GALLON
 - ONE HOUR ASSEMBLY, 5/8" TYPE "X" GYP. BD. SHALL BE APPLIED TO ALL WALLS AND SOFFITS UNDER USABLE SPACE OF STAIRWAY



PROPOSED HOUSE 2nd FLOOR PLAN

SCALE 1/4" = 1'-0"

- LEGEND & NOTES :
- NEW WALL
 - 1 HR FIRE RESISTIVE WALL, 5/8" TYPE"X" GYP. BD. GARAGE A SIDE
 - ① 2020 DOOR-WINDOW CALL OUT
 - 1 ST. FLOOR LINE
 - CLOTHES DRYER VENT MIN. Ø 4" TO OUTSIDE w/ MAX. LENGTH OF 14' w/ BACK-DRAFT DAMPER INCL. TWO 90° ELBOW, per CMC 504.3
 - WASHER SPACE PROVIDE HOT & COLD WATER SUPPLY ONE WASTE LINE w/ PAN & DRAIN TO OUTSIDE

owner
Aim

Aim Khan Residence
489 Vista Ridge, Lot 10
MILPITAS, CA 95035

PROJECT

NEW BUILD

SHEET TITLE

2ND FLOOR
PLAN

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designer : kristian mulla

Kristian's Mark

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NO DATE

02-21-22

04-01-22

DATE 04.01.22
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SCALE AS SHOWN
SHEET

A-3

owner
Aim

Aim Khan Residence
489 Vista Ridge, Lot 10
MILPITAS, CA 95035

PROJECT
NEW BUILD

SHEET TITLE
ROOF PLAN

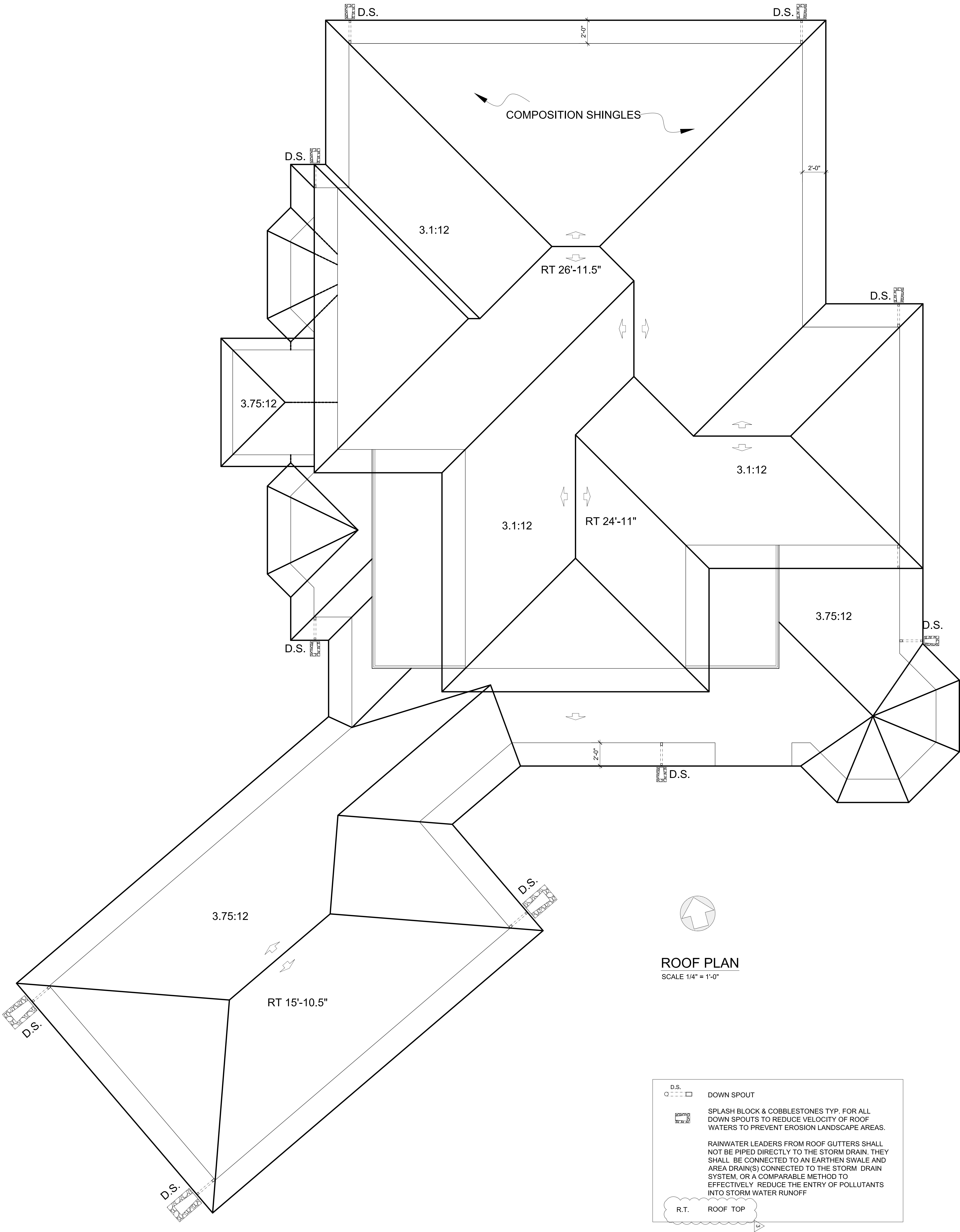
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designer: kristian mulla

Kristian's Mark

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3	05-03-22

DATE	04.01.22
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Aim Khan Residence
489 Vista Ridge, Lot 10
MILPITAS, CA 95035

PROJECT

NEW BUILD

SHEET TITLE

ELEVATIONS

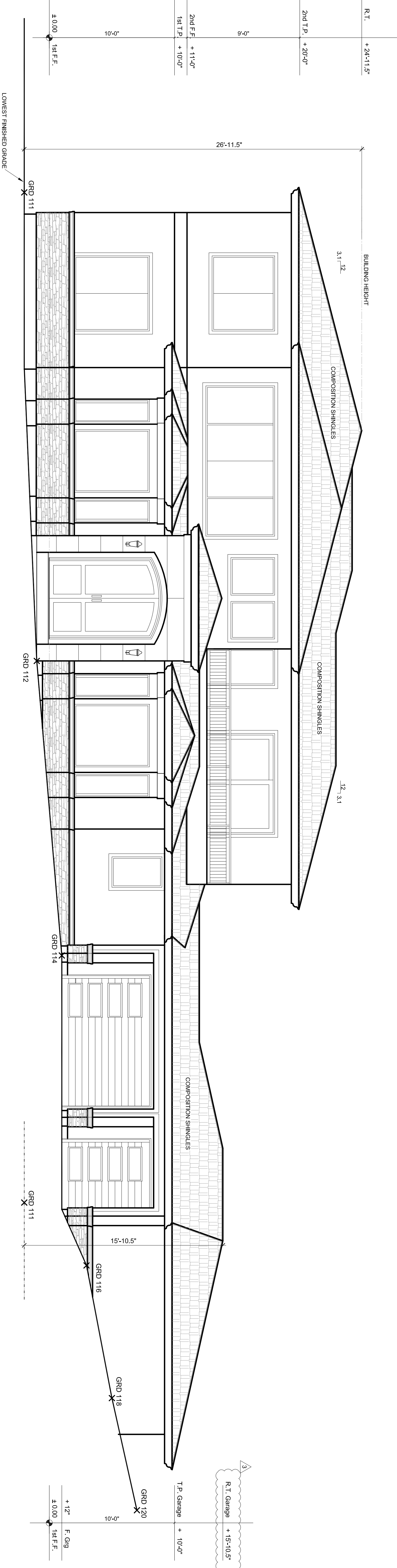
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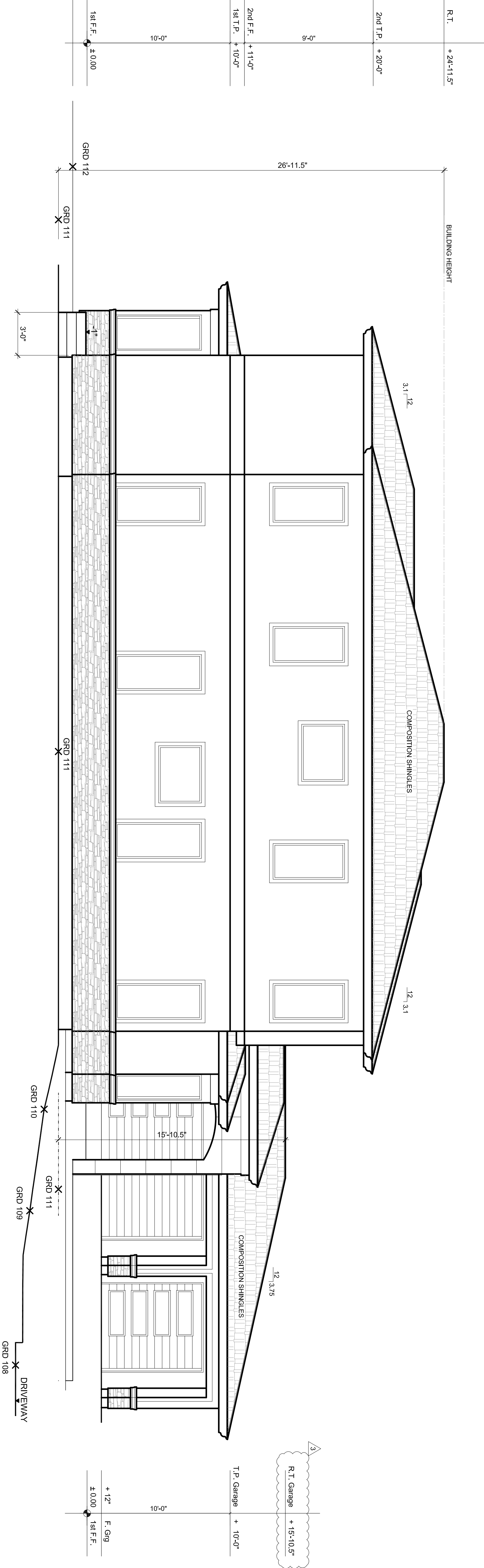
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SHEET	



FRONT ELEVATION

SCALE 1/4" = 1'-0"

LEGEND			
R.T.	ROOF TOP		
T.T.	TOP PLATE		
F.F.	FINISH FLOOR		
F.G.	FINISH GROUND		



LEFT ELEVATION

SCALE 1/4" = 1'-0"

owner
Aim

Aim Khan Residence
489 Vista Ridge, Lot 10
MILPITAS, CA 95035

NEW BUILD

ELEVATIONS

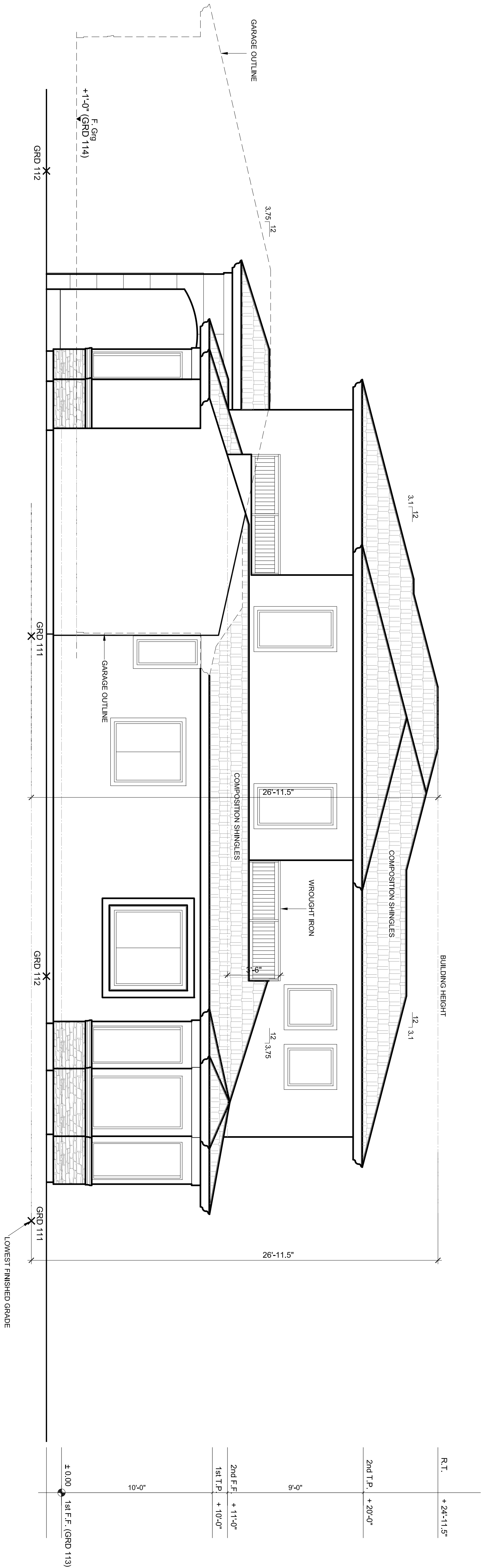
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Email: kisnm21@gmail.com
designer: kristian mulla

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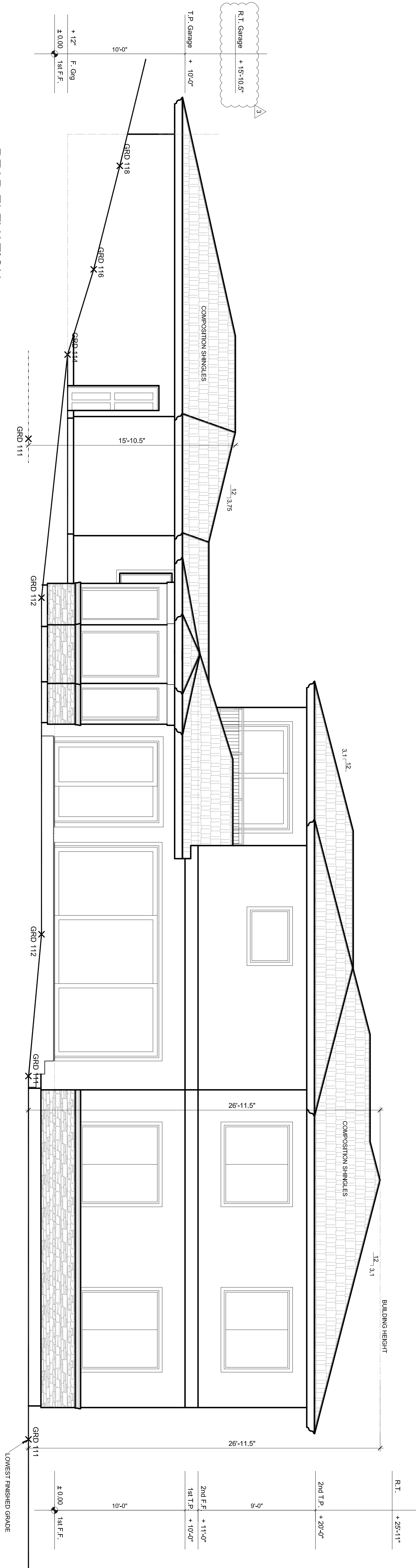
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NO	DATE
1	02-21-22
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3	05-03-22

DATE	04.01.22
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SCALE	AS SHOWN
SHEET	



RIGHT ELEVATION

SCALE 1/4" = 1'-0"



REAR ELEVATION

SCALE 1/4" = 1'-0"

owner
Aim

Aim Khan Residence
489 Vista Ridge, Lot 10
MILPITAS, CA 95035

PROJECT

NEW BUILD

SHEET TITLE

SECTIONS

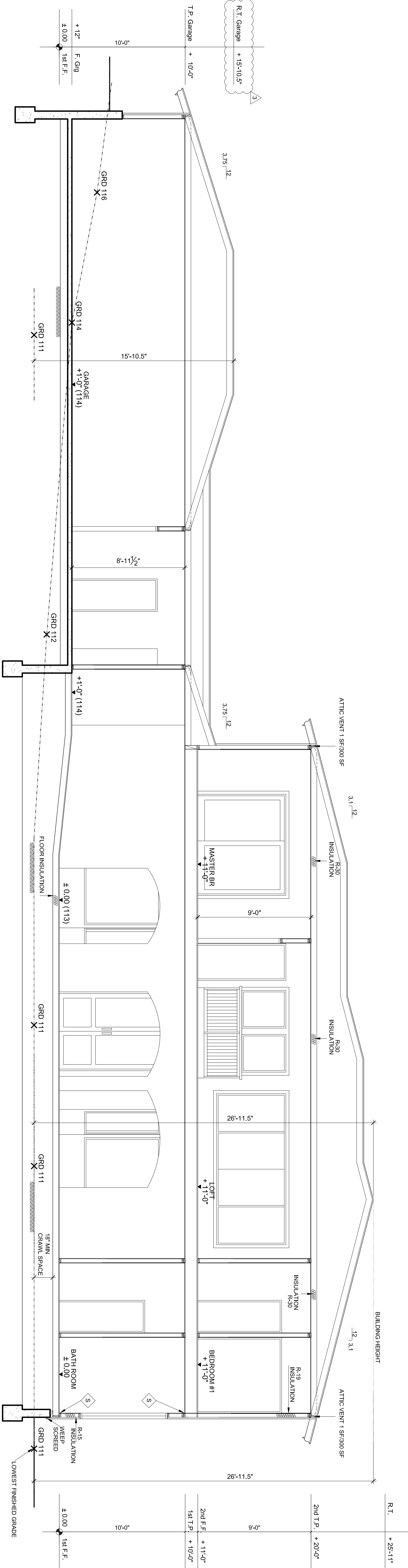
Kuiv & associates
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T 510.252.1212
Email: krisnz1@gmail.com
designer: kristian mulla

Kuiv's Mark

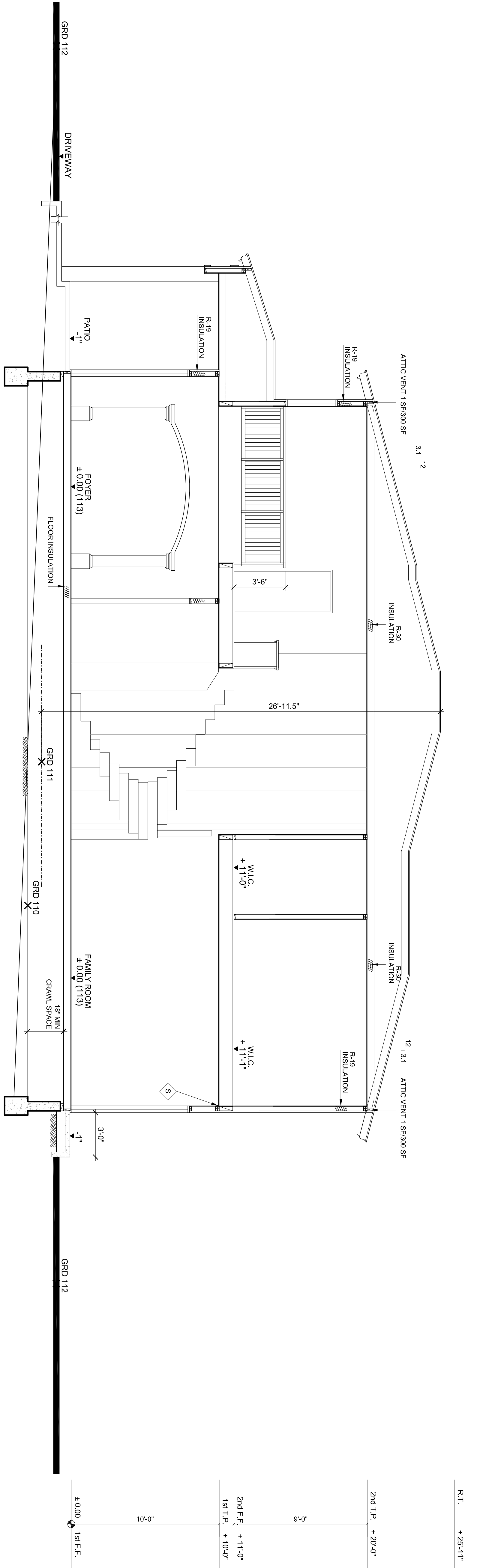
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SCALE	AS SHOWN
SHEET	



SECTION Y-Y
SCALE 1/4" = 1'-0"



SECTION X-X
SCALE 1/4" = 1'-0"

Aim Khan Residence
489 Vista Ridge, Lot 10
MILPITAS, CA 95035

PROJECT

NEW BUILD

SHEET TITLE

AREA
CALCULATION

Kris & associates

design services
T 510.252.1212

Email : kris21@gmail.com
designer :krislani mulia

Krislani Mulia

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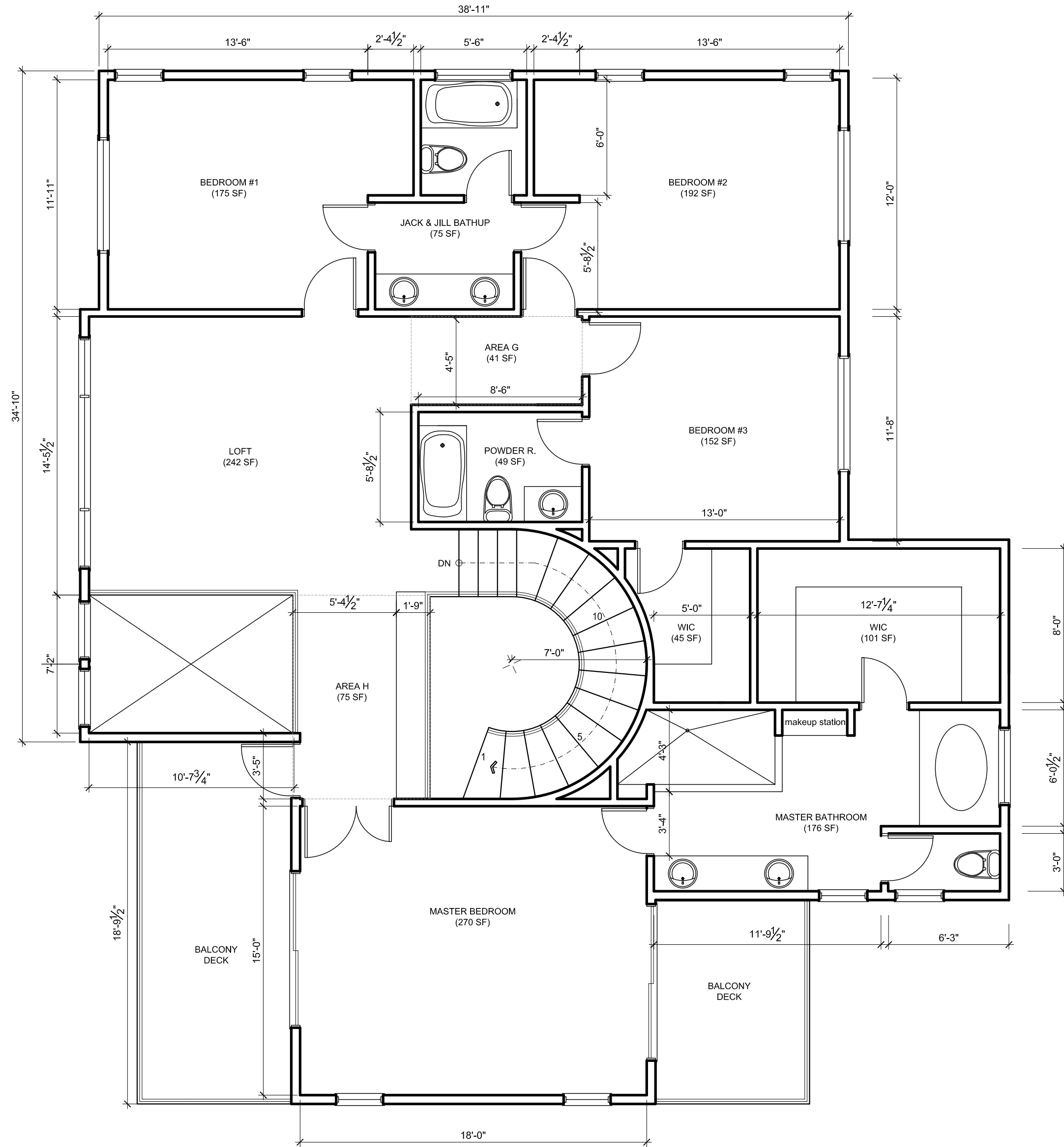
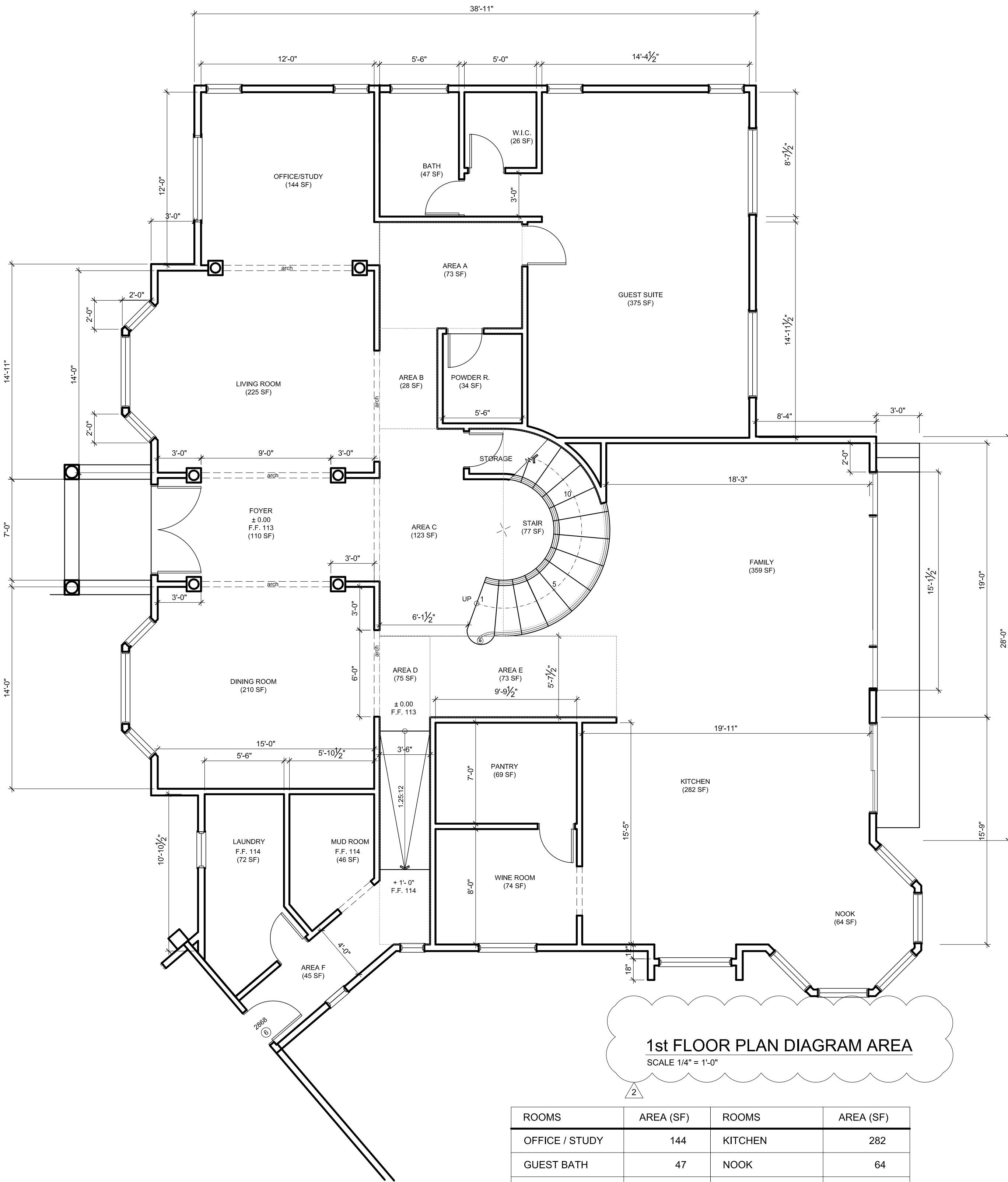
NO	DATE
2	04-01-22

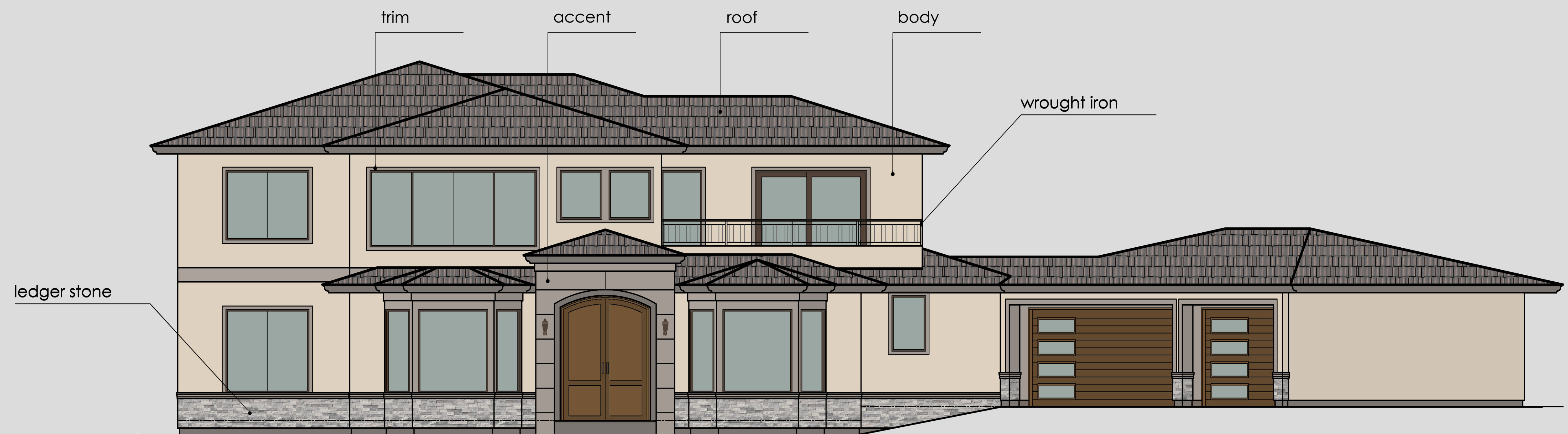
DATE 04.12.22

DRAWN BY KM

SCALE AS SHOWN

SHEET





Exterior Finish

LEDGER STONE: MSI Alaska Gray
ROOF: Certainteed Landmark Pro Solaris, Birchwood
GARAGE DOOR: C.H.I Overhead Doors, Mahogany Woodtone
FENCE: Yardgard Metal Fencing, YGST1000

Acrylic Wall body : Dryvit #627A Twilight Gray

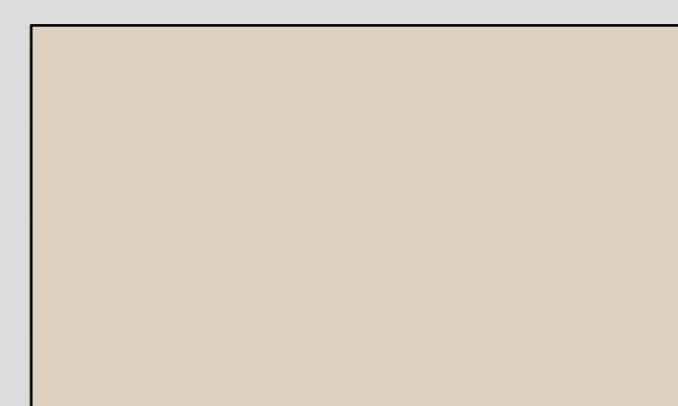
Kelly Moore

accent : Hayden Valley KM 4811
trim : Americano KM 4512

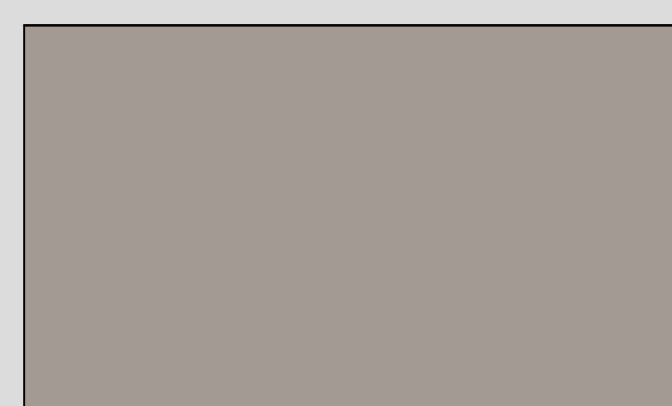
Eaves & Gutter Kelly Moore
alkyd color : Oxford brown

Notes: * All material is subject to availability. Owner will choose a similar color and type of material if the material shown in the picture is not available during construction.

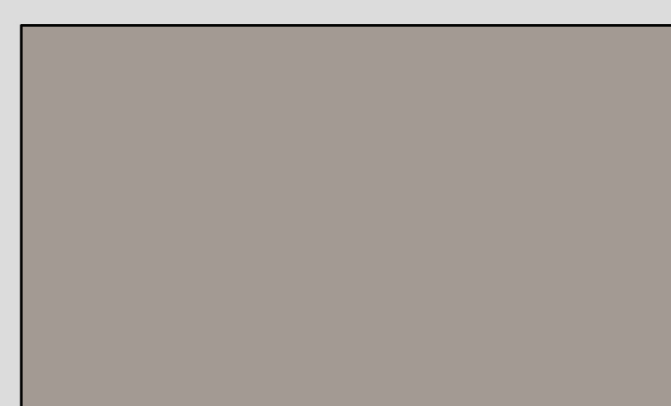
Windows Manufacturing: Anderson Windows Series 100 Espresso Color



BODY



TRIM



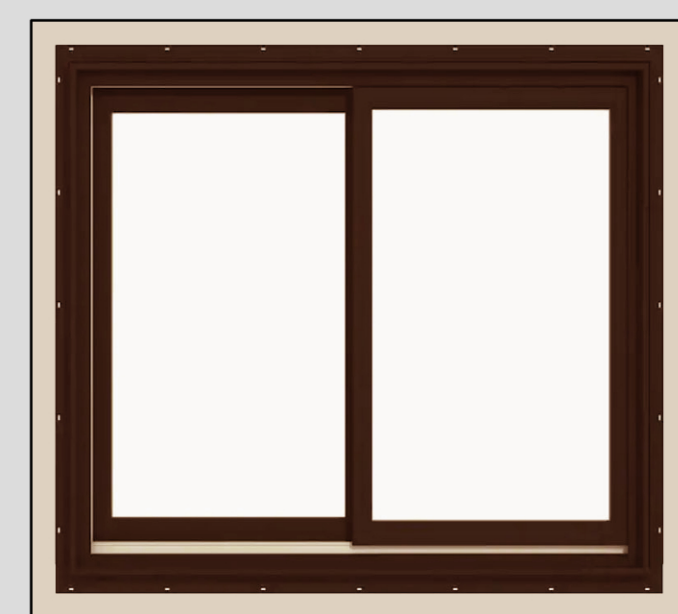
ACCENT



LEDGER STONE *



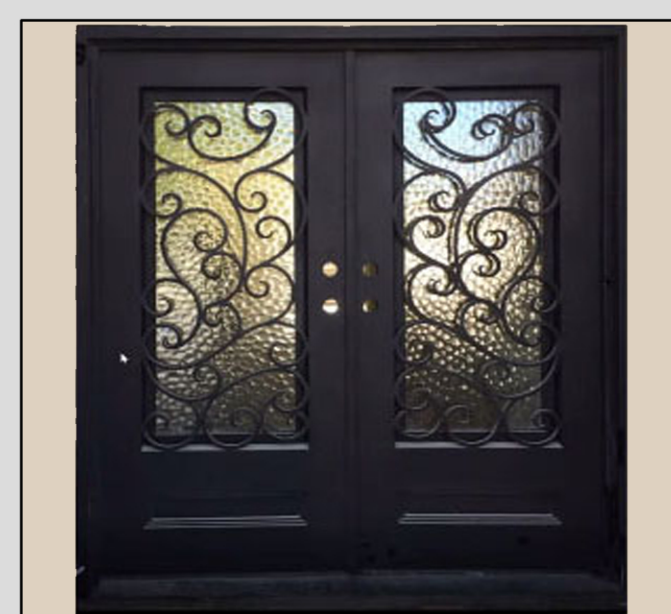
ROOF *



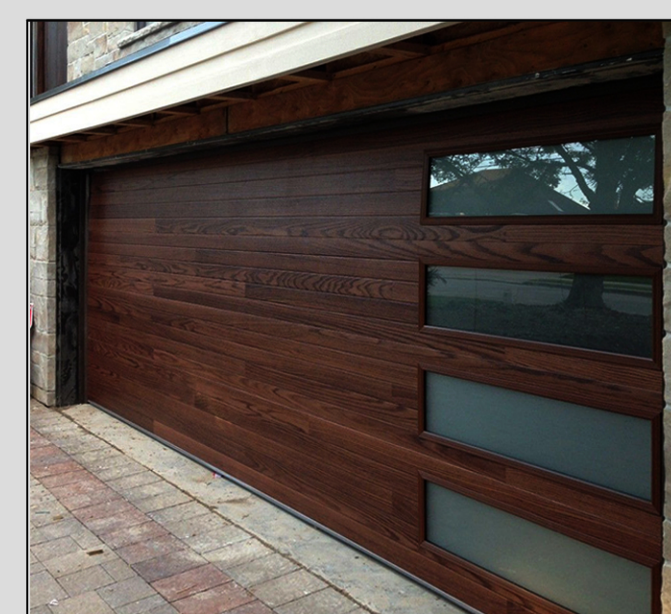
WINDOWS *



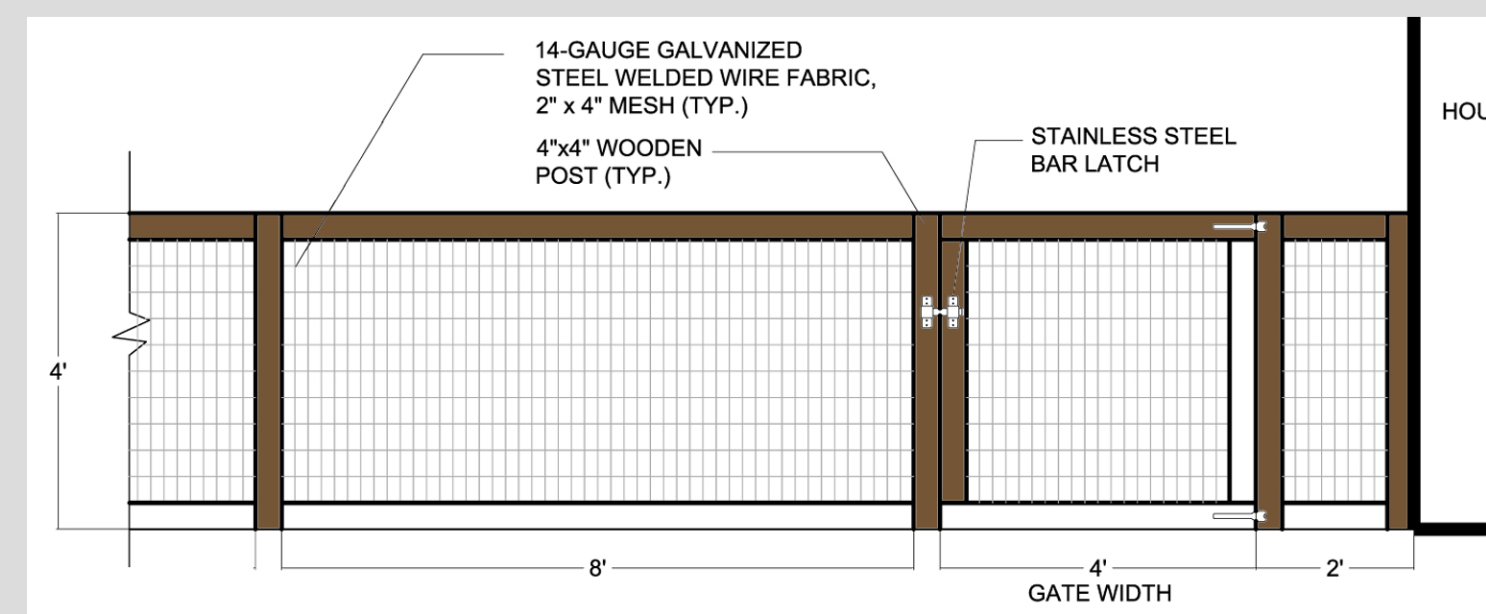
BALCONY RAILING *



MAIN DOOR *



GARAGE DOOR *



FENCE *

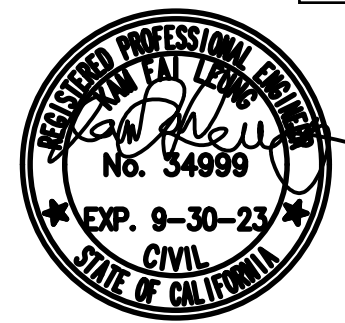
NOTES:
- There will be no fence in the front or electronic gate. Fence covers on the back of the house.
- Fence is designed to meet Hillside requirements, Openwork Design. Minimum of seventy-five percent (75%) visual transparency within every square foot area. Fence post and supporting framework material are 4" x 4" wooden posts in order to maintain the rural character of the hills.

Aim Khan Residence

489 Vista Ridge Lot 10
Milpitas, CA 95035

MATERIAL PROPOSAL
color scheme

Kris & associates
design services
P 510.252.1212



A. KHAN Residence
489 VISTA RIGE DRIVE
Milpitas, CA 95035

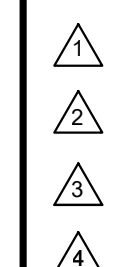
owner
Aim Khan
PROJECT

NEW BUILD

SHEET TITLE
**PRELIMINARY
GRADING PLAN**

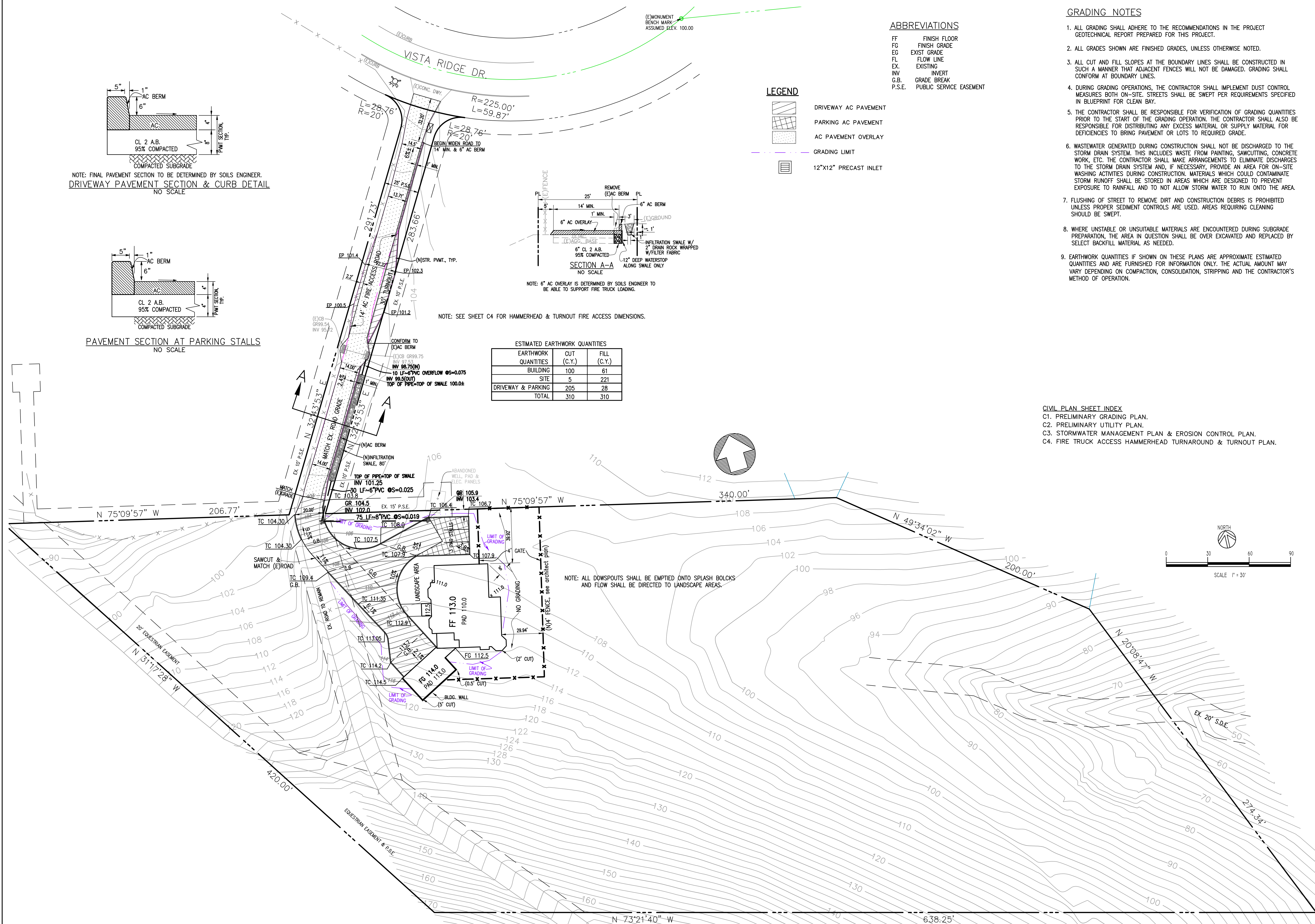
Kris & associates
design services
T 510.252.1212
Email : kris21@gmail.com

REVISION



DATE 08/22
DRAWN BY PL
SCALE 1"=30'
SHEET

C-1



A. KHAN Residence
489 VISTA RIGE DRIVE
Milpitas, CA 95035

PROJECT

NEW BUILD

SHEET TITLE
PRELIMINARY
UTILITY PLAN

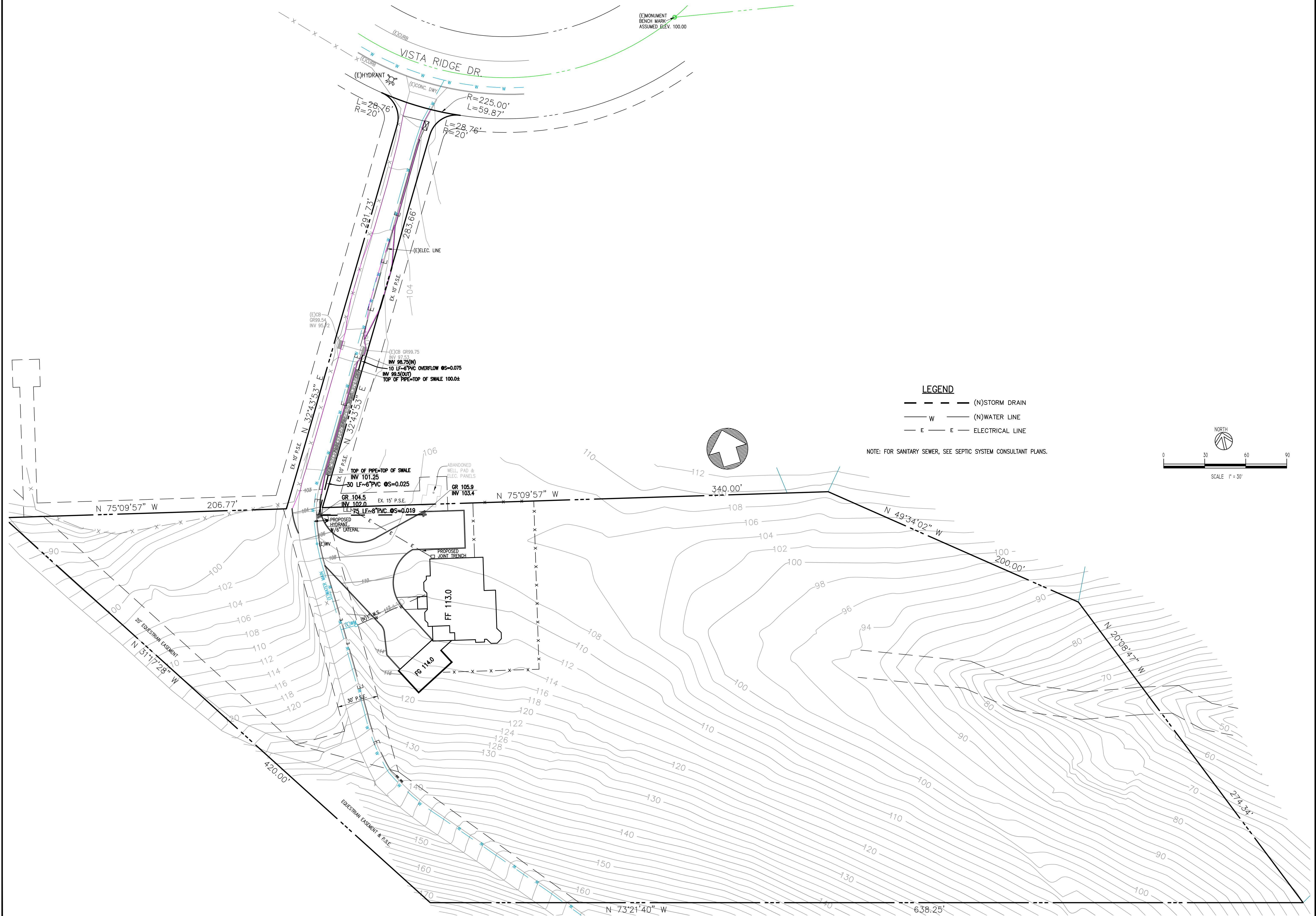
Kris & associates
design services
T 510.252.1212
mail : kris21@gmail.com

REVISION

- 1
- 2
- 3
- 4

DATE	3.29.22
DRAWN BY	PL
SCALE	1"=30'
SHEET	

C-2





A. KHAN Residence
489 VISTA RIGE DRIVE
Milpitas, CA 95035

owner
Aim Khan

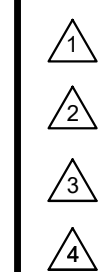
PROJECT

NEW BUILD

SHEET TITLE
**STORMWATER
MANAGEMENT
PLAN & EROSION
CONTROL PLAN**

Kris & associates
design services
T 510.252.1212
Email : kris21@gmail.com

REVISION



DATE 3.29.22
DRAWN BY PL
SCALE 1"=30'
SHEET

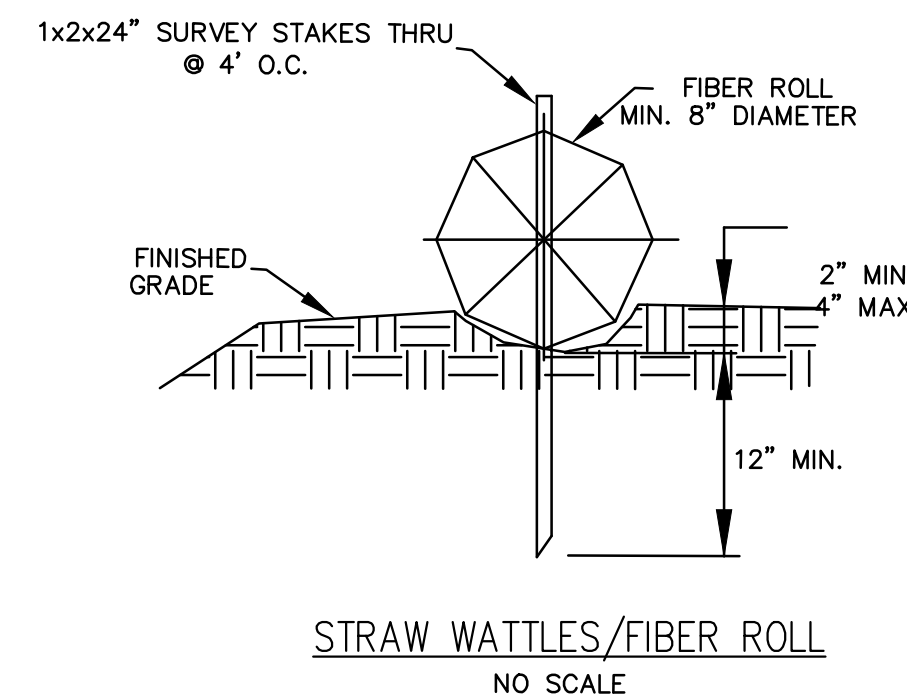
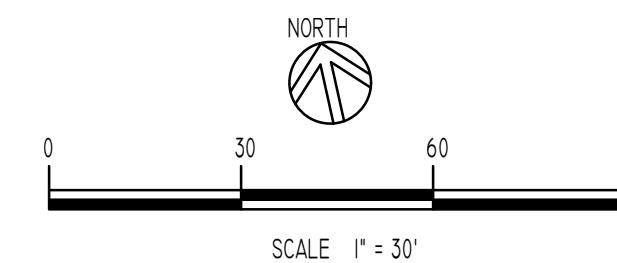
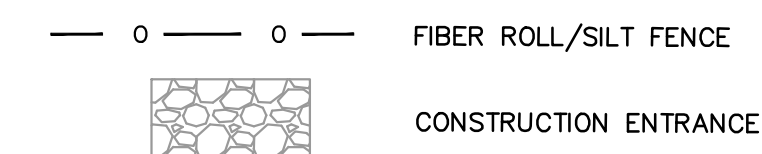
C-3

EROSION CONTROL NOTES

1. PROTECT DOWN SLOPE DRAINAGE COURSES, STREAMS AND STORM DRAINS WITH ROCK FILLED SAND BAGS, TEMPORARY DRAINAGE SWALES, SILT FENCES, EARTH BERMS, STORM DRAIN INLET FILTERS FILTERS AND/OR STRAW BALES USED ONLY IN CONJUNCTION WITH PROPERLY INSTALLED SILT FENCES.
2. A STABILIZED CONSTRUCTION ENTRANCE SHALL BE INSTALLED PRIOR TO THE INCEPTION OF ANY WORK ON-SITE, AND SHALL REMAIN IN PLACE UNTIL THE COMPLETION OF ALL LANDSCAPING.
3. STRAW ROLL(S) SHALL BE INSTALLED PRIOR TO THE INCEPTION OF ANY WORK ON-SITE, AND SHALL REMAIN IN PLACE UNTIL THE LANDSCAPING GROUND COVER IS INSTALLED.
4. DRY SWEEPING METHODS SHALL BE USED TO REMOVE ANY DEBRIS AND/ OR SOIL TRACKED ON TO PUBLIC STREET. DRY SWEEPING SHALL BE DONE AT THE END OF EACH WORK DAY.
5. THE CONTRACTOR SHALL FOLLOW AND USE BEST MANAGEMENT PRACTICES (BMP) FOR DISCHARGE INTO THE CITY'S STORM WATER SYSTEM DURING SITE STRIPPING, HAULING, EARTH MOVING ACTIVITIES, HEAVY EQUIPMENT OPERATIONS, GENERAL CONSTRUCTION AND SITE SUPERVISION, PAINTING, APPLICATIONS AND USE OF SOLVENTS AND ADHESIVES, LANDSCAPING AND GARDENING.
6. STOCKPILED MATERIAL SHALL BE COVERED WITH VISQUEEN OR A TARPULIN UNTIL THE MATERIAL IS REMOVED FROM THE SITE. ANY REMAINING BARE SOIL THAT EXISTS AFTER THE STOCKPILE HAS BEEN REMOVED SHALL BE COVERED UNTIL A NATURAL GROUND COVER IS ESTABLISHED OR IT MAY BE SEEDED OR PLANTED TO PROVIDE GROUND COVER PRIOR TO THE FALL RAINY SEASON.
7. ONCE THE PROPOSED ON-SITE DRAINAGE INLETS HAVE BEEN INSTALLED, THE CONTRACTOR SHALL PROTECT ANY BARE SOIL FROM ENTERING THE INLETS BY INSTALLING FILTER FABRIC UNDER THE INLET GRATES. THE FILTER FABRIC SHALL REMAIN UNTIL NATURAL GROUND COVER IS ESTABLISHED.
8. A WATER HOSE SHALL BE PROVIDED ON SITE FOR DUST CONTROL.

NOTE:
THE CONSTRUCTION BMPs SHOWN ON THE PLAN ARE MINIMUM REQUIREMENTS. THE CITY ENGINEER OR STORMWATER INSPECTOR IS AUTHORIZED TO REQUIRE ADDITIONAL BMPs TO PREVENT NON-STORMWATER DISCHARGES.

LEGEND



LEGEND

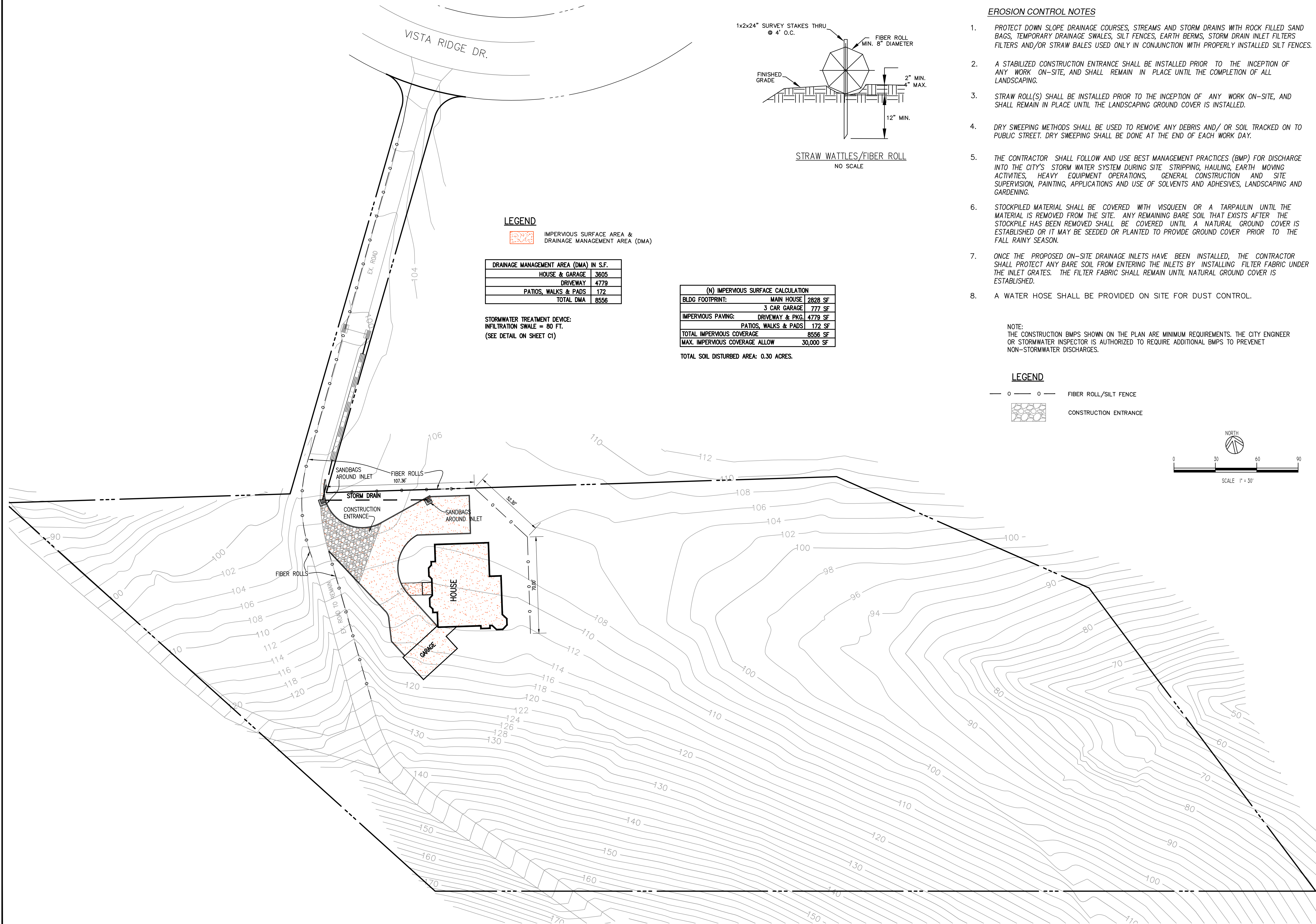


DRAINAGE MANAGEMENT AREA (DMA) IN S.F.	
HOUSE & GARAGE	3605
DRIVEWAY	4779
PATIOS, WALKS & PADS	172
TOTAL DMA	8556

STORMWATER TREATMENT DEVICE:
INFILTRATION SWALE = 80 FT.
(SEE DETAIL ON SHEET C1)

(N) IMPERVIOUS SURFACE CALCULATION	
BLDG FOOTPRINT:	MAIN HOUSE 2828 SF
	3 CAR GARAGE 777 SF
IMPERVIOUS PAVING:	DRIVEWAY & PKG. 4779 SF
	PATIOS, WALKS & PADS 172 SF
TOTAL IMPERVIOUS COVERAGE	8556 SF
MAX. IMPERVIOUS COVERAGE ALLOW	30,000 SF

TOTAL SOIL DISTURBED AREA: 0.30 ACRES.





A. KHAN Residence
489 VISTA RIGE DRIVE
Milpitas, CA 95035

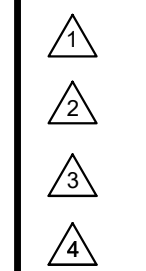
owner
Aim Khan

PROJECT
NEW BUILD

SHEET TITLE
**FIRE TRUCK
ACCESS
HAMMERHEAD
TURNAROUND &
TURNOUT PLAN**

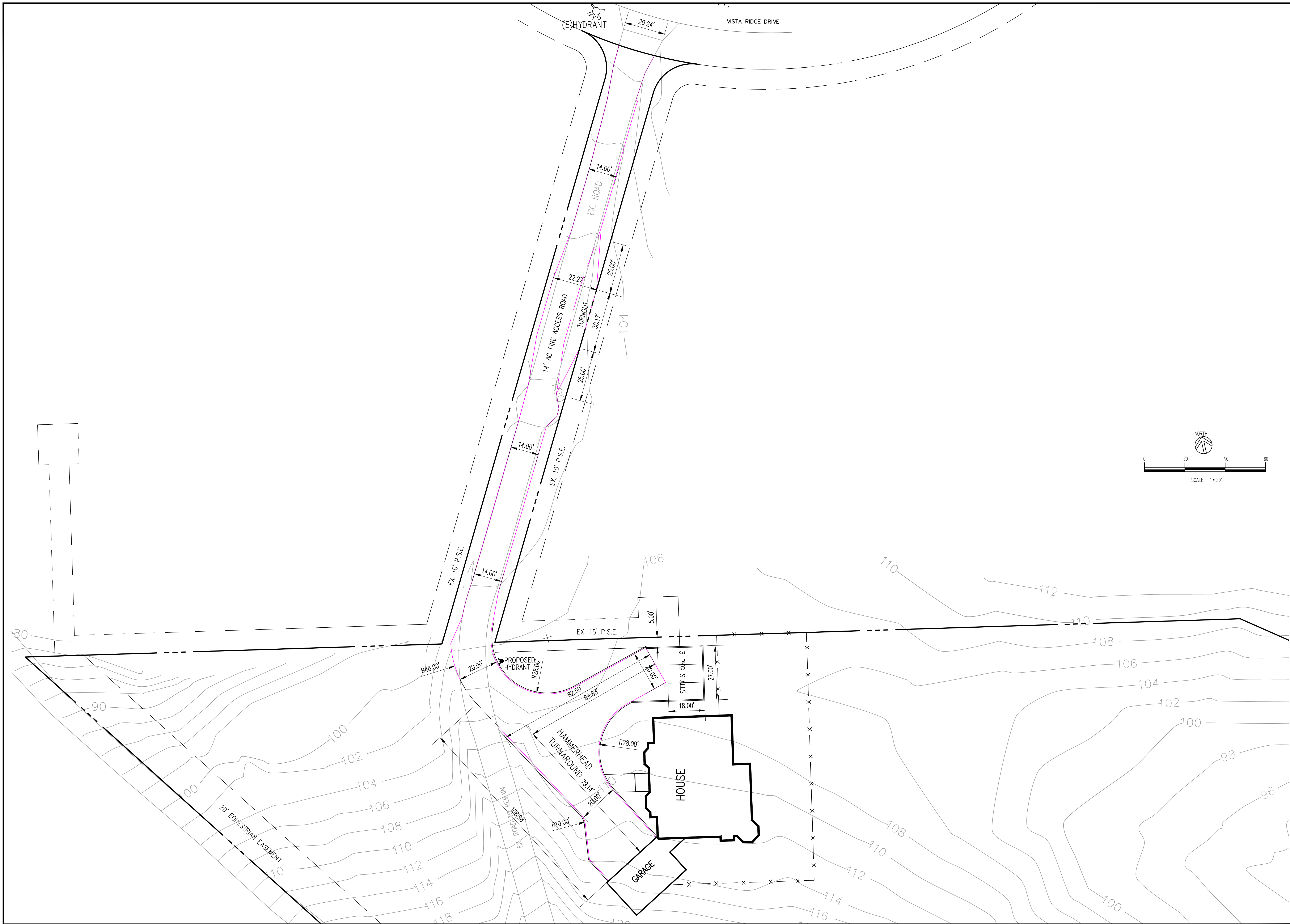
Kris & associates
design services
T 510.252.1212
Email : krism21@gmail.com

REVISION



DATE 3.29.22
DRAWN BY PL
SCALE 1"=30'
SHEET

C-4



ABBREVIATIONS

AC	ASPHALT CONCRETE
BW	BACK OF WALK
CL	CENTERLINE
CONC	CONCRETE
DWY	DRIVEWAY
DW	DRIVEWAY
EP	EDGE OF PAVEMENT
ER	EDGE OF ROAD
FL	FLOW LINE
GB	GRADE BREAK
GS	GROUND SHOT
HCR	HANDICAP RAMP
INV.	INVERT
JP	JOINT POLE
OG	ORIGINAL NATURAL GROUND
POS	POINT ON SLOPE
S.D.E.	STORM DRAIN EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
SW	SIDEWALK
TC / TFOC	TOP OF CURB AT FACE
TOW	TOP OF WALL
WM	WATER METER

TOPOGRAPHIC SURVEY

KHAN PROPERTY
LOT 10, TRACT 6744
AS AMENDED APRIL 8, 1988
BOOK 588 MAPS PAGES 1-9
SANTA CLARA COUNTY RECORDS
APN 042-30-008

489 VISTA RIDGE DR
MILPITAS, CA 95035

NOTES:

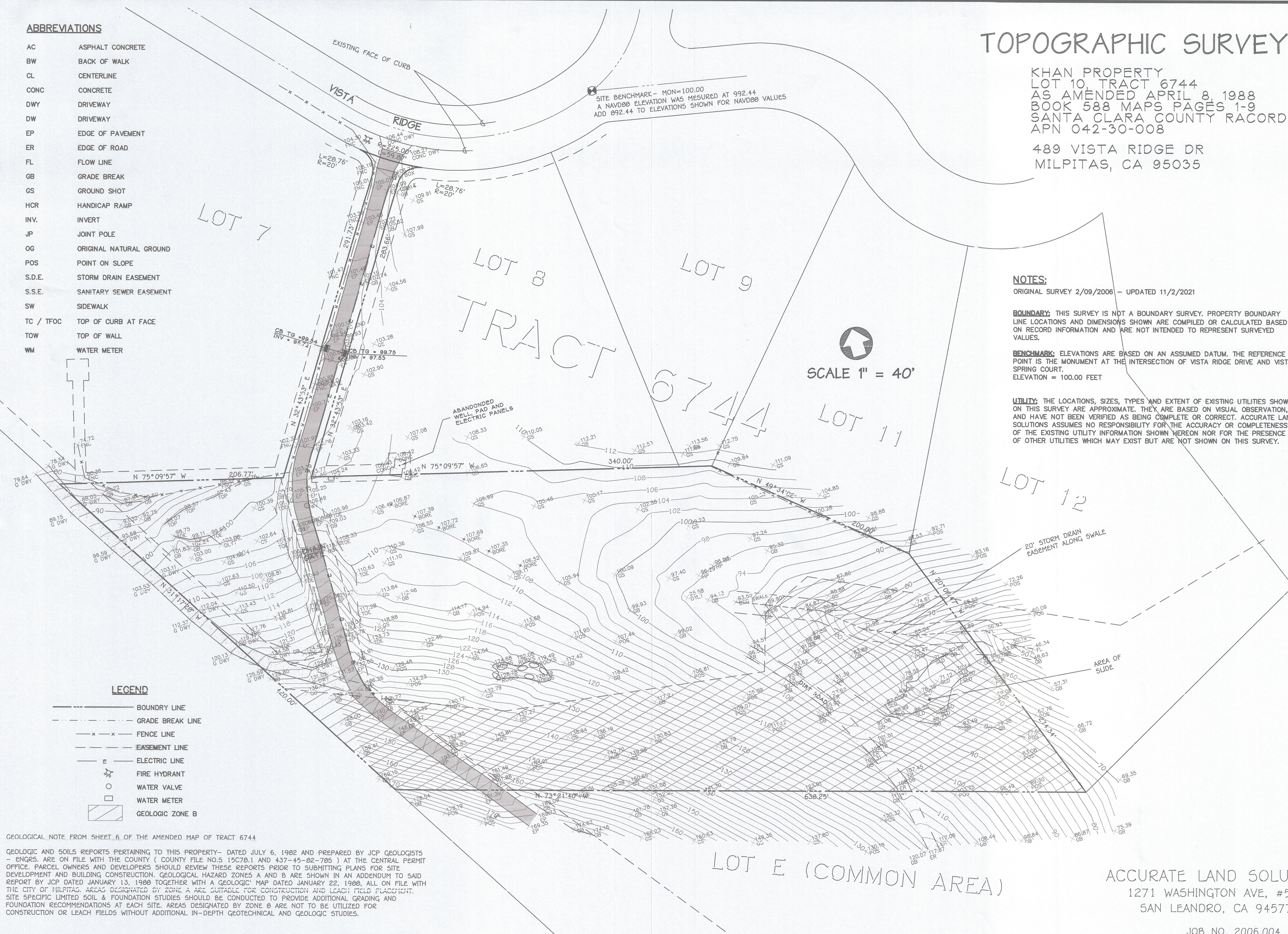
ORIGINAL SURVEY 2/09/2006 - UPDATED 11/2/2021

BOUNDARY: THIS SURVEY IS NOT A BOUNDARY SURVEY. PROPERTY BOUNDARY LINE LOCATIONS AND DIMENSIONS SHOWN ARE COMPILED OR CALCULATED BASED ON RECORD INFORMATION AND ARE NOT INTENDED TO REPRESENT SURVEYED VALUES.

BENCHMARK: ELEVATIONS ARE BASED ON AN ASSUMED DATUM. THE REFERENCE POINT IS THE MONUMENT AT THE INTERSECTION OF VISTA RIDGE DRIVE AND VISTA SPRING COURT. ELEVATION = 100.00 FEET

UTILITY: THE LOCATIONS, SIZES, TYPES AND EXTENT OF EXISTING UTILITIES SHOWN ON THIS SURVEY ARE APPROXIMATE. THEY ARE BASED ON VISUAL OBSERVATION, AND HAVE NOT BEEN VERIFIED AS BEING COMPLETE OR CORRECT. ACCURATE LAND SOLUTIONS ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF THE EXISTING UTILITY INFORMATION SHOWN HEREON NOR FOR THE PRESENCE OF OTHER UTILITIES WHICH MAY EXIST BUT ARE NOT SHOWN ON THIS SURVEY.

SCALE 1" = 40'



FILENAME:	TOPO 2021
CHECKED BY:	
DRAWN BY:	R.A.K.
SCALE:	1" = 40'
DATE:	11/02/2021
PROJECT NO.:	2006.004-2
SHEET NO.:	

1 of 1

JOB NO. 2006.004

ACCURATE LAND SOLUTIONS
1271 WASHINGTON AVE, #533
SAN LEANDRO, CA 94577

GEOLOGICAL NOTE FROM SHEET 6 OF THE AMENDED MAP OF TRACT 6744

GEOLOGIC AND SOILS REPORTS PERTAINING TO THIS PROPERTY- DATED JULY 6, 1982 AND PREPARED BY JCP GEOLOGISTS - ENGRS. ARE ON FILE WITH THE COUNTY (COUNTY FILE NO.5 15C78.1 AND 437-45-22-785) AT THE CENTRAL PERMIT OFFICE. PARCEL OWNERS AND DEVELOPERS SHOULD REVIEW THESE REPORTS PRIOR TO SUBMITTING PLANS FOR SITE DEVELOPMENT AND BUILDING CONSTRUCTION. GEOLOGICAL HAZARD ZONES A AND B ARE SHOWN IN AN ADDENDUM TO SAID REPORT BY JCP DATED JANUARY 13, 1988 TOGETHER WITH A GEOLOGIC MAP DATED JANUARY 22, 1988, ALL ON FILE WITH THE CITY OF MILPITAS. AREAS DESIGNATED BY ZONE A ARE SUITABLE FOR CONSTRUCTION AND LEACH FIELD PLACEMENT. SITE SPECIFIC LIMITED SOIL & FOUNDATION STUDIES SHOULD BE CONDUCTED TO PROVIDE ADDITIONAL GRADING AND FOUNDATION RECOMMENDATIONS AT EACH SITE. AREAS DESIGNATED BY ZONE B ARE NOT TO BE UTILIZED FOR CONSTRUCTION OR LEACH FIELDS WITHOUT ADDITIONAL IN-DEPTH GEOTECHNICAL AND GEOLOGIC STUDIES.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve Change Order No. 1 to the Contract with Trofholz Technologies for the Installation of Card Access Control and Monitoring Systems at Fire Stations, Increasing the Total Project Not to Exceed Amount from \$104,324.42 to \$143,487.12 (Staff Contact: Roger Lee, Interim Public Works Director, 408-586-2602 and Chris Schroeder, Purchasing Agent, 408-586-3161)
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	9/6/2022
	<u>Recommendation:</u> (1) Approve Change Order No. 1 to the contract with Trofholz Technologies for the installation of card access control and monitoring systems at Fire Stations in the amount of \$39,162.70, increasing the total project amount from \$104,324.42 to \$143,487.12; (2) authorize the City Manager to execute one or more additional change orders in amounts not exceeding \$15,000 related to the project to increase the maximum compensation amount to not to exceed \$158,487.12.

BACKGROUND:

On January 18, 2022, Council approved a contract with Trofholz Technologies for the Installation of Card Access Control and Monitoring Systems at the City's Fire Stations. The project provides for the installation of card access control and alarm monitoring systems (ACAMS) in all fire stations in the City of Milpitas ("City"), replacing the pushbutton lock system currently being used for access.

The initial scope of work did not include the necessary wiring and controllers needed for the proper functioning of the system. Additionally, existing door hardware were not compatible with the proposed new system and required replacement to make the security system operable. In an effort to add additional components for the infrastructure of the system that are essential to the proper functioning of the card reader system, staff is bringing forward Change Order No. 1 for Council approval.

ANALYSIS:

The scope of work for the card access and monitoring system project includes the install of an electronic security access control system at Fire Stations 1, 3 and 4. Specific doors at each Fire Station were identified to be equipped with the new card readers to provide controlled access at each of the facilities.

After the award of the bid, City staff and Trofholz Technologies, Inc. staff performed a detailed walk through of the Fire Stations and determined that additional components were needed for the project due to the lack of existing infrastructure needed to support the new card reader system. Specifically, the locations of the power supply and existing door hardware at the buildings require additional components to complete the project. These additional components include:

- Von Duprin Crash Bars for emergency door opening at Fire 1 and assorted Mag Locks,
- Power supplies,
- Sielox door controllers,
- Pneumatic Exit Buttons, and
- Assorted electrical hardware for all of the Fire Stations 1, 3, and 4.

Change Order No. 1 is for \$39,162.70, which will result in a new contract amount of \$143,487.12. No additional time is being requested as part of this change order and the project is scheduled to be completed by February 28, 2023. Authorizing the City Manager to execute one or more additional change orders in amounts not exceeding \$15,000 will increase the maximum compensation to not exceed \$158,487.12.

POLICY ALTERNATIVE(S):

Alternative 1: Direct City Staff to reject the change order and proceed with Contract per the original scope of work.

Pros: Cost savings in the amount of \$39,162.70 per the proposed Change Order No. 1

Cons: Without the additional components for the infrastructure of the system, the access control system will not be fully operable.

Reason for Not Recommending: The installation of the card access control and alarm monitoring systems at Fire Stations is currently underway. By not awarding Change Order No. 1, the contractor will be unable to complete the project.

FISCAL IMPACT:

There are sufficient funds available in CIP No. 3461 – Fire Station Security to fund this change order.

Funding source for CIP 3461 comes from the General Government CIP Fund. As of 08/22/2022, the balance in CIP 3461 is \$95,676.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The Project is exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline 15301 as the work involves the minor alteration of existing public structures/facilities involving no expansion of existing or former use and will merely involve access and control to the existing buildings.

RECOMMENDATION:

1. Approve Change Order No. 1 to the Contract with Trofholz Technologies for the Installation of Card Access Control and Monitoring Systems at Fire Stations in the amount of \$39,162.70, increasing the total project amount not to exceed from \$104,324.42 to \$143,487.12.

Authorize the City Manager to execute one or more additional change orders in amounts not exceeding \$15,000 related to the project to increase the maximum compensation by an aggregate amount to not to exceed \$158,487.12.

Attachment(s):

1. Original contract with Trofholz Technologies Inc
2. Change Order No. 1
3. Exhibit A – CUP 22-032 Change Order No. 1

CITY OF MILPITAS
CONSTRUCTION CONTRACT

IFB 22-032 CARD ACCESS INSTALLATION AT FIRE STATIONS

1. PARTIES AND DATE.

This Contract is made and entered into on: Feb-16-2022 by and between the City of Milpitas, a public agency and public corporation of the State of California ("City") and **Troholz Technologies, Inc.** a California corporation with its principal place of business at **1014 N. Market, Suite 50, Sacramento, CA 95834** ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Contract.

2. RECITALS.

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

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the City on the terms and conditions set forth in this Contract. Contractor represents that it is duly licensed and experienced in providing **Card Access Installation at Fire Stations** related construction services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of City. The following license classifications are required for this Project: **C-7 and/or C-10**

2.3 Project. City desires to engage Contractor to render such services for the **Card Access Installation at Fire Stations** ("Project") as set forth in this Contract.

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

3. TERMS

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

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

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

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

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

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

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

The City has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted. Data required to substantiate requests for substitutions of an "or equal" material, process or article data shall

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

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

3.3 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Work under this Contract within **365 Calendar Days**, beginning the effective date of the Notice to Proceed ("Contract Time"). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the City. Such schedules or milestones may be included as part of Exhibits "A" or "B" attached hereto, or may be provided separately in writing to Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages the sum of **One Hundred and Fifty dollars (\$150.00)** per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

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

3.5 Control and Payment of Subordinates; Contractual Relationship. City retains Contractor on an independent contractor basis and Contractor is not an employee of City. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations

respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

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

3.7 Compensation and Payment.

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, City agrees to pay Contractor the Total Contract Price of **One Hundred and Four Thousand Three Hundred and Twenty-Four Dollars and Forty-Two Cents (\$104,324.42)** ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the City.

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

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

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

3.7.5 Other Retentions. In addition to Contract retentions, the City may deduct from each progress payment an amount necessary to protect City from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the City in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient

documentation as required by the Contract or by City during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Contract; and (11) any other sums which the City is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

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

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

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

3.7.9 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.7.10 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding \$100 for each full calendar day of noncompliance, or such greater amount as provided by law.

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

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

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

3.7.14 Labor Compliance; Stop Orders. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance

requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.8 Performance of Work; Jobsite Obligations.

3.8.1 Water Quality Management and Compliance.

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

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

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

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

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

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

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

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

3.8.3 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the City in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract

Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

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

3.8.5 Trenching Work. If the Total Contract Price exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for City's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

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

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

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

violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

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

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

3.10 Claims; Government Code Claim Compliance.

3.10.1 Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

3.10.2 Claims. For purposes of this Section, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with the terms of this Contract has been denied by the City, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the City. Claims governed by this Section may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the change order procedures contained herein, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than the date of final payment. The claim shall be submitted in writing to the City and shall include on its first page the following in 16-point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

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

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

3.10.3.2 List of documents relating to claim:

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

3.10.3.3 Chronology of events and correspondence

3.10.3.4 Analysis of claim merit

3.10.3.5 Analysis of claim cost

3.10.3.6 Time impact analysis in CPM format

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

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

3.10.4.2 Within 30 days of receipt of a claim, City may request in writing additional documentation supporting the claim or relating to defenses or claims City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.

3.10.4.3 City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than \$50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

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

3.10.6 Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and

the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after City issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with City and the Contractor sharing the associated costs equally. City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

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

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

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

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

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

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

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

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

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

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

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

3.11 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by City. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the City may terminate this Contract pursuant to Section 3.17.3; provided, however, that the City needs to provide Contractor with only one (1) day advanced written notice.

3.12 Indemnification.

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

contractors who are directly responsible to the City, or for defects in design furnished by those persons.

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

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

3.14 Bond Requirements.

3.14.1 Payment Bond. If required by Civil Code section 9550, as it may be amended from time to time, or otherwise specifically requested by City as set forth in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Payment Bond in an amount required by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

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

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

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

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

3.16 Employee/Labor Certifications.

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

3.16.2 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be

limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

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

3.17 General Provisions.

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

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

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

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

3.17.5 Anti-Trust Claims. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, Contractor hereby offers and agrees to assign to the City all

rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tender final payment to Contractor, without further acknowledgment by the Parties.

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

CONTRACTOR:

Trofholtz Technologies, Inc.
1014 N. Market Blvd., Suite 50
Sacramento, CA 95834
Attn: Kelly Keyser

CITY:

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

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

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

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

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

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

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

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

3.17.13 [Reserved]

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

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

3.17.16 Certification of License.

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

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

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

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

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

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

3.17.21 Wage Theft Prevention.

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

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

3.17.21.3 If at any time during the term of this Contract, a court or investigatory government agency issues a final judgment, decision or order finding that Contractor or a subcontractor it employs to perform work under this Contract has violated any applicable wage and hour law, or Contractor learns of such a judgment, decision, or order that was not previously disclosed in its bid/proposal, Contractor shall inform the City no more than fifteen (15) calendar days after the judgment, decision or order becomes final or from the date of learning of the final judgment, decision or order. Contractor or its subcontractor(s) shall, within thirty (30) calendar days after notifying the City, either (i) fully satisfy any such judgment, decision, or order and provide the City with documentary evidence of satisfying said judgment, decision or order; or (ii) provide the City documentary evidence of a payment or other alternative plan approved by the court/government agency to satisfy the judgment, decision or order. If the Contractor or its subcontractor is subject to a payment or other alternative plan, the Contractor or its subcontractor shall continue to submit documentary evidence every thirty (30) calendar days during the term of the Contract demonstrating continued compliance with the plan until the judgment, decision or order has been fully satisfied.

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

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

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

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR CONSTRUCTION CONTRACT
BETWEEN THE CITY OF MILPITAS
AND TROFHOLZ TECHNOLOGIES, INC.**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of

CITY OF MILPITAS

Approved By:

DocuSigned by:



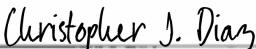
Steven O. McHarris, City Manager

Feb-16-2022

Date

Approved As To Form:

DocuSigned by:



Christopher J. Diaz, City Attorney

Approved:

DocuSigned by:



Lauren Lai, CPA, MPA
Finance Director/Risk Manager

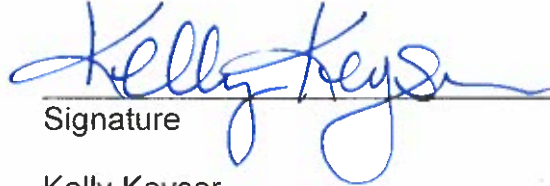
Approved:

DocuSigned by:



Tony Ndaah, Public Works Director

TROFHOLZ TECHNOLOGIES, INC.



Signature

Kelly Keyser

Name

Contracts & Procurement Manager

Title

12/16/2021

Date

EXHIBIT "A"**SCOPE OF SERVICES AND TECHNICAL SPECIFICATIONS****1.01 Overview**

The City of Milpitas is seeking a qualified Contractor to furnish all labor, equipment, tools, and materials necessary to install an electronic security access control system at City Fire Stations 1, 3, and 4. Currently, all Fire Stations hard keys and pushbutton locks for access are obsolete and do not provide adequate security access and monitoring required for a City building. Contractor is expected to furnish all materials, tools, management, travel, equipment, and labor required to provide a turn-key solution that replaces the existing Fire Station 1, 3, 4 access control with an electronic security access control system per all applicable laws and regulations, plus all of the following specifications detailed herein.

1.02 Qualifications

- A. All bidders shall, at minimum, have a current California Contractors License C-10 electrical and any additional licenses necessary to perform the installation work.
- B. All bidders must be a prime contractor, skilled, and consistently engaged in the license class stated above for the past five (5) years.
- C. Bidders must be certified Sielox integrators, experienced with services of similar scope to this solicitation, and professionalism in the field of Sielox security access control systems to public entities with facilities of similar size to the City of Milpitas.
- D. Contractor will ensure that a full-time employee is assigned to the job as supervisor for the duration of the contract and that staff has a minimum of three (3) years of supervision experience in work of similar scope to this solicitation.

1.03 Locations

- A. Fire Station 3 – 45 Midwick Drive
- B. Fire Station 4 – 775 Barber Lane
- C. Fire Station 1 (Maintenance and Administration Buildings) – 777 South Main Street

1.04 Scope of Services**A. General**

- 1. The Contractor shall install an electronic security access control system in the Fire Stations as described in the scope of work herein. There shall be no additional cost to the City for these services.
- 2. All work required not covered in this scope must be approved by the Public Works Facilities Manager or designated staff.
- 3. All parts purchased that are not covered in this scope must be approved by the Public Works Facilities Manager or designated staff.
- 4. All work shall be performed during normal business hours between 8:00 a.m. and 5:00 p.m. and not fall on a City of Milpitas holiday, a list of which is found

here; <https://www.ci.milpitas.ca.gov/milpitas/departments/about-human-resources-2/city-milpitas-holiday-closures/>.

5. The Contractor shall provide all tools, materials, and equipment necessary for the installation.
6. The Work shall be in accordance with all details, plans, requirements, and specifications stated herein.
7. All Work shall be scheduled and coordinated with the City to minimize the impact to City staff using the facility.
8. Access shall be coordinated with Public Works Facilities Manager or designated staff. There will be no additional compensation for Contractor's inability to provide such coordination.
9. All equipment shall be purchased from manufacturer-approved and authorized resellers/distributors.

B. Service Personnel

1. All technicians dispatched by the Contractor to perform scheduled work shall be qualified to perform services.
2. The Contractor shall not dispatch any personnel that are not fully qualified to provide services.
3. Contractor staff shall at minimum report to the job site in Contractor's uniform with name plate or identification card clearly visible.

C. General Design Criteria (Fire Station 3)

1. At Doors 1, 2, and 4 only (as shown in Exhibit "B")
 - i. Provide and install an electric strike at each location
 - ii. Provide and install a surface door contact
 - iii. Provide and install a request-to-exit above each door
 - iv. Provide and install a card reader on the outside (full or mullion)
2. Provide and install appropriate surface conduit (typically plastic) for majority of wire ran from each door location to the controller panel locations.
3. Provide and install plenum rated wire from each door location to the panel location.
4. Provide and install two (2) security access terminal controllers with large enclosure.
5. Provide and install two (2) power supplies and batteries for controllers and door strike power.
 - i. Contractor shall provide a turnkey solution, which shall include hardwiring of 120 VAC power to the security access control system power enclosures.
6. Provide and install CAT6 cables from the controllers to existing network switch (same telco closet as controllers).
7. Coordinate with all required City of Milpitas staff to program and test doors as necessary for confirmation of proper operations of all equipment.

8. Contractor shall return the work area to its previous condition to the satisfaction of the City Public Works Facilities Manager or designated staff upon completion of the work.

D. General Design Criteria (Fire Station 4)

1. At Doors 1, 2, and 4 ONLY (as shown in Exhibit "B")
 - i. Provide and install an electric strike at each location
 - ii. Provide and install a surface door contact
 - iii. Provide and install a request-to-exit above each door
 - iv. Provide and install a card reader on the outside (full or mullion)
2. Provide and install appropriate surface conduit (typically plastic) for majority of wire ran from each door location to the controller panel locations. Some location(s) may require metallic conduit in garage area.
3. Provide an install plenum rated wire from each door location to the panel location.
4. Provide and install two (2) security access terminal controllers with a large enclosure.
5. Provide and install two (2) power supplies and batteries for controllers and door strike power.
 - i. Contractor shall provide a turnkey solution, which shall include hardwiring of 120 VAC power to the security access control system power enclosures.
6. Provide and install CAT6 wire from the controllers to existing network switch (same telco closet as controllers).
7. Coordinate with all required City of Milpitas staff to program and test doors as necessary for confirmation of proper operations of all equipment.
8. Contractor shall return the work area to its previous condition to the satisfaction of the City Public Works Facilities Manager or designated staff upon completion of the work.

E. General Design Criteria (Fire Station 1 Maintenance)

1. At Doors 1 and 2 ONLY (as shown in Exhibit "B")
 - i. Provide and install electrified cylinder and necessary hardware at each location.
 - ii. Provide and install a surface door contact
 - iii. Provide and install a request-to-exit above each door.
 - iv. Provide and install a card reader on the outside (full or mullion)
2. Provide an install surface conduit (typically plastic) for majority of wire or metallic conduit where necessary – ran from each door location to the controller panel location.
3. Provide and install plenum rated wire from each door location to the panel house.
4. Provide an install one (1) security access system controller with a large enclosure.
5. Provide and install two (2) power supplies and batteries for controller and door power.

6. Contractor shall provide a turnkey solution, which shall include hardwiring of 120 VAC power to the security access control system power enclosures. Provide and install CAT6 wire from the controller to existing network switch in Administration building telco closet.
 7. Coordinate with all required City of Milpitas Information Services staff to program and test doors as necessary for confirmation of proper operations of all equipment. Contractor shall return the work area to its previous condition to the satisfaction of the City Public Works Facilities Manager or designated staff upon completion of the work.
- F. General Design Criteria (Fire Station 1 Administration)
1. At Doors A, Gate 9, 2, 4, 5, 6, 7, and 8 (as shown in Exhibit "B")
 - i. Provide and install an electric strike at 8 door locations.
 - ii. Provide and install a surface door contact at 8 door locations.
 - iii. Provide and install a request-to-exit above each 8 door locations.
 - a. Note that location "Gate 9" may require a REX integrated into the secure-side door handle, or another solution recommended by Contractor.
 - iv. Provide and install a card reader at 8 door locations.
 2. At entrance rolling gate:
 - i. Provide an install one security access system controller inside a weatherproof enclosure.
 - ii. Provide an install one power supply and battery in weatherproof enclosure.
 - iii. Provide an install one long-range card reader at the pedestal. Assume that the conduit from pedestal to the gate mechanism is without obstruction in order to pull new 6 conductor reader wire.
 - iv. Provide and install two (2) wireless bridge devices -one at main building and one at gate electronics.
 3. Provide and install appropriate surface conduit (typically plastic) specifically at the interior of large courtyard door as well as metallic conduit in outside locations.
 4. Provide and install plenum rated wire from each door location to the panel location.
 5. Provide an install two (2) security access system controllers with a large enclosure at admin telco closet.
 6. Provide and install two (2) power supplies and batteries for controllers and door power.
 7. Contractor shall provide a turnkey solution, which shall include hardwiring of 120 VAC power to the security access control system power enclosures. Provide and install CAT6 wire from the controller to existing network switch in Administration building telco closet.
 8. Coordinate with all required City of Milpitas staff to program and test doors as necessary for confirmation of proper operations of all equipment.

1. Contractor shall return the work area to its previous condition to the satisfaction of the City Public Works Facilities Manager or designated staff upon completion of the work

G. Warranty

1. Performance Warranty

- i. The Contractor shall guarantee all work, equipment, and materials included in the service against any defects in workmanship; and shall satisfactorily correct, at no Cost to the City, any such defect that may become apparent within a period of one (1) year after completion of work.
- ii. The warranty period shall commence upon date of acceptance, inspection, and approval by the City's Public Works Facilities Manager or designated staff. If the Contractor is notified in writing of a deficiency in the work provided, within one (1) year from completion of the work, the Contractor shall, at the City's option, re-perform the work in question at no additional cost to the City, or refund the original charges for the work in question to the City, including the difference in cost, if any, to re-perform work if completed by another Contractor.

2. Material Warranty

- i. Parts furnished under the purchase order shall be the latest improved models in current production, as offered to commercial trade, and shall be of quality material. Used, shopworn, demonstrator, prototype, reconditioned, or discontinued models or materials are not acceptable.
- ii. The warranty period for Contractor provided materials shall be for a period of one (1) year after completion of the installation or within the manufacturer's warranty, whichever is later. The warranty period shall commence upon date of acceptance by the City's Public Works Manager for Facilities or his designee.
- iii. The Contractor shall provide the City's Public Works Manager for Facilities with all manufacturers' warranty documents.

H. Equipment specifications and acceptable substitutions

1. Security access system terminal controller:
 - i. Sielox AC-1700
 - ii. No substitutions allowed.
2. Power supplies with enclosures:
 - i. 12VDC (Sielox, IR, etc.) – Altronix AL400ULX
 - ii. 24VDC (door locks) – Altronix AL600ULACM
 - iii. Equal or better substitution permitted.
3. Backup batteries:
 - i. 12VDC nonspillable, rechargeable, sealed lead acid battery
 - ii. Equal or better substitution permitted
4. Standard card reader:

- i. HID Signo Reader 40 for 13.56 MHz iCLASS and 125 kHz Proximity credentials
 - ii. No substitutions allowed.
- 5. Slim (mullion-mount) card reader:
 - i. HID Signo Reader 20 for 13.56 MHz iCLASS and 125 kHz Proximity credentials
 - ii. No substitutions allowed.
- 6. Long-range card reader:
 - i. HID iCLASS SE R90 for 13.56 MHz iCLASS credentials
 - ii. No substitutions allowed.
- 7. Request-to-exit (REX) detector:
 - i. Bosch DS150i
 - ii. Equal or better substitution permitted.
- 8. Wireless bridge device:
 - i. Ubiquity airMAX NanoStation 5AC Loco
 - ii. Equal or better substitution permitted. Substitutions must support standalone configuration and operation (no additional controller required), they must support Cisco CDP device discovery, and they must permit transparent bridging of 802.1q trunked network traffic.

EXHIBIT "B"
PLANS AND SPECIFICATIONS

Fire Station 3

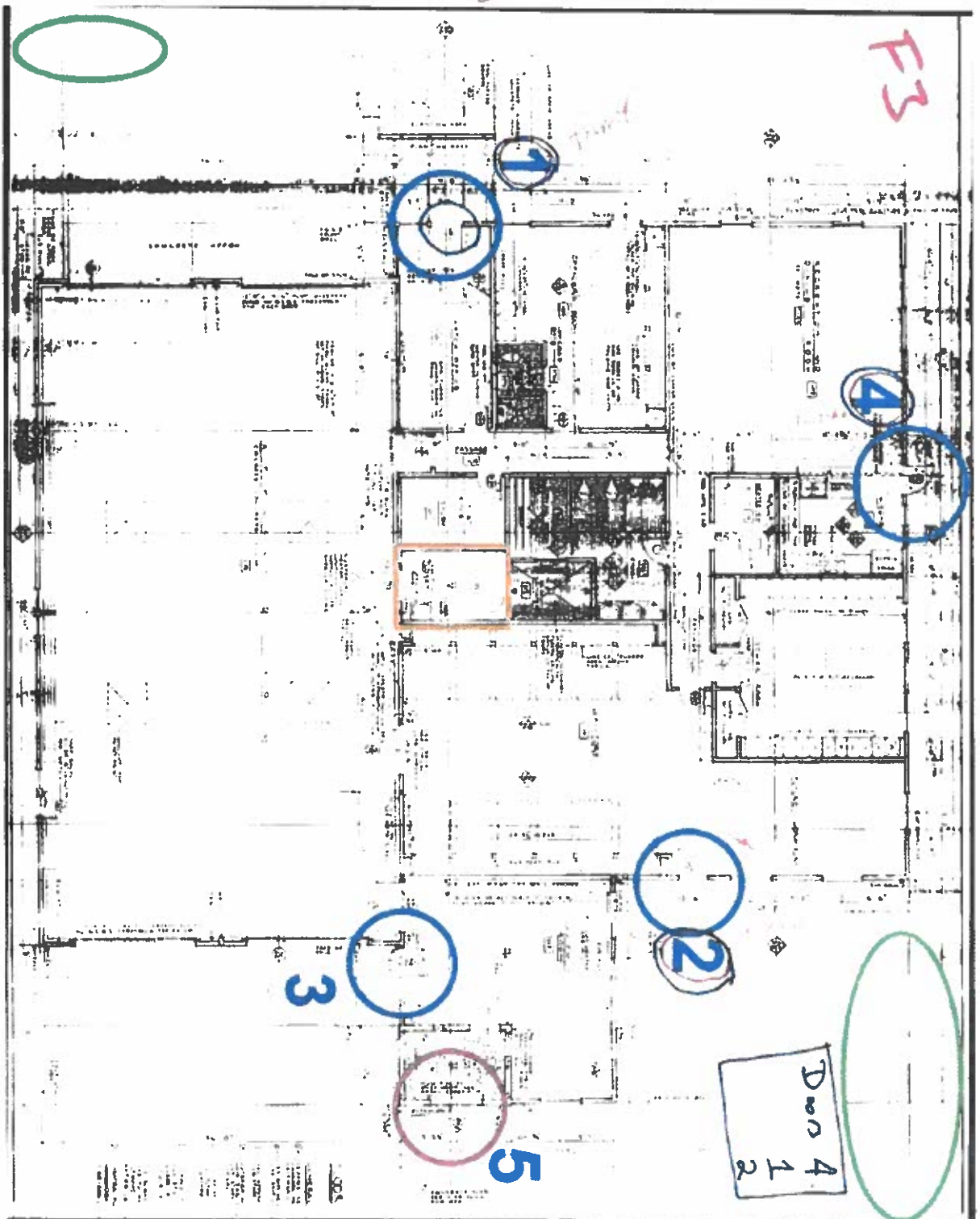
Legend:

Yellow rectangle – location of telco closet (existing City network switch, security access control system controllers and power supplies/batteries to be installed here, all security access control system wiring to be terminated here).

Blue circles 1, 2, 4 – identified locations of standard doors to be fitted with card reader access.

IGNORE locations 3 and 5.

IGNORE green ellipses.



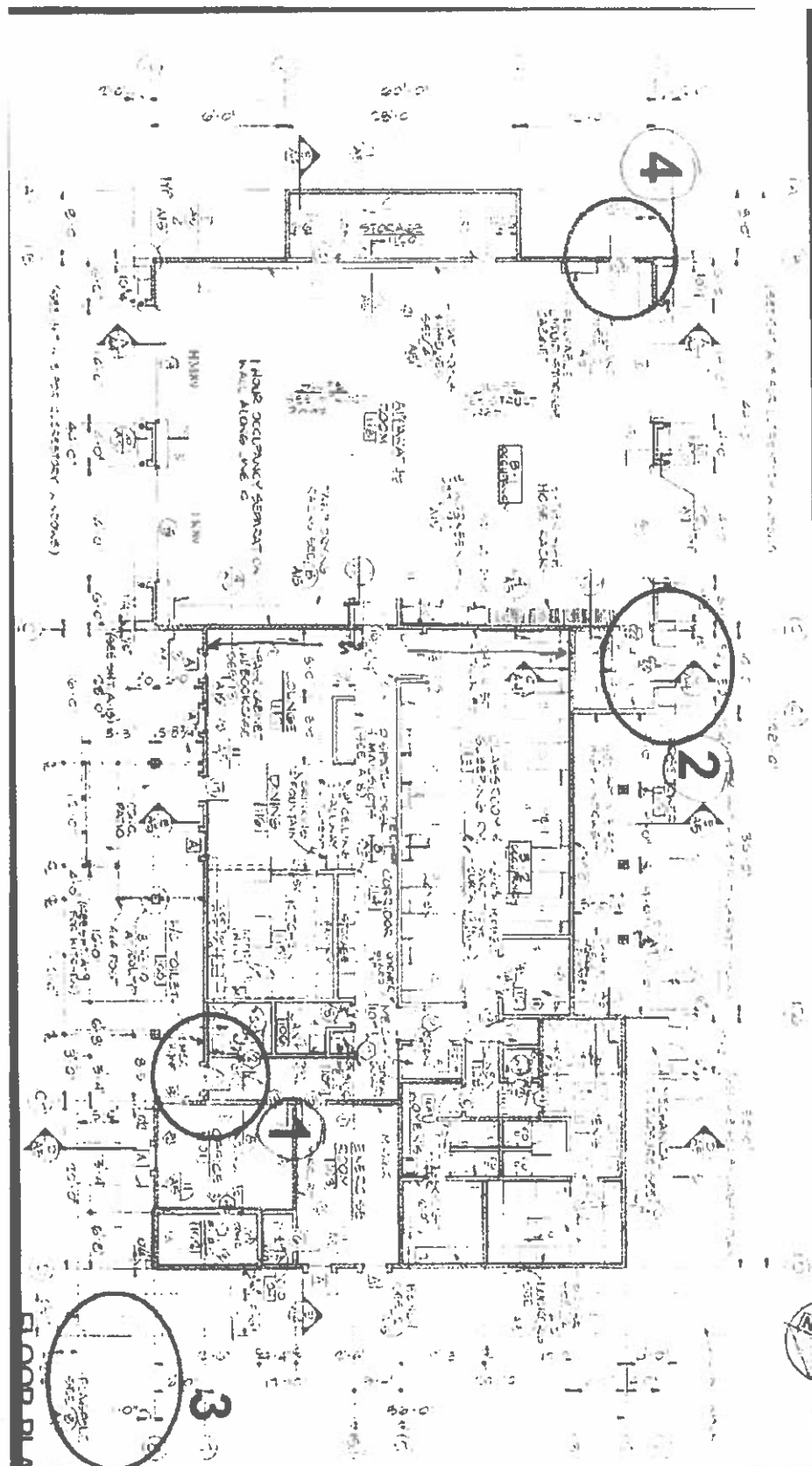
Fire Station 4

Legend:

Yellow rectangle – location of telco closet (existing City network switch, security access control system controllers and power supplies/batteries to be installed here, all security access control system wiring to be terminated here).

Blue circles 1, 2, 4 – identified locations of standard doors to be fitted with card reader access.

IGNORE location 3.



F4

Fire Station 1 (Maintenance)

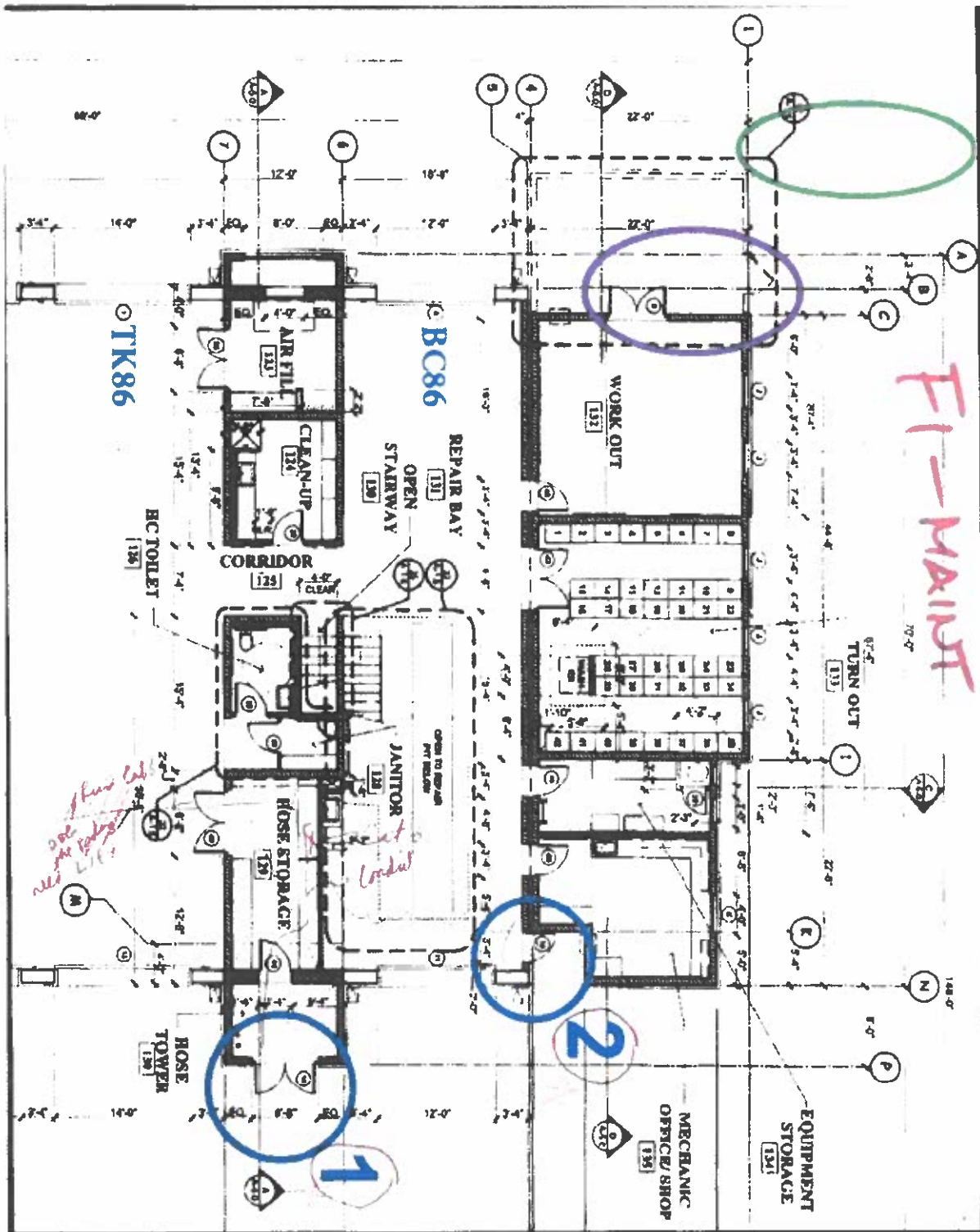
Legend:

Red X "CAT6 Conduit" – wall-mount location for security access control system controllers and power supplies/batteries, all Fire Station 1

MAINTENANCE security access control system wiring to be terminated here), with CAT6 uplink to Administration area telco closet.

Blue circles 1, 2 – identified locations of standard doors to be fitted with card reader access.

IGNORE green and purple ellipses.



Fire Station 1 (Administration)

Legend:

Yellow rectangle – location of telco closet (existing City network switch, security access control system controllers and power supplies/batteries to be installed here, all security access control system wiring to be terminated here).

Blue circles 2, 4, 5, 6, 7, 8, Purple circle A – identified locations of standard doors to be fitted with card reader access.

Green circle 9 – identified location of metal gate outside door to be fitted with card reader access.

IGNORE blue circle TR?.

IGNORE green ellipses.

Main rolling vehicle gate not shown.



EXHIBIT "C"**SPECIAL CONDITIONS****ARTICLE 1. BONDS**

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

EXHIBIT "D"
CERTIFICATION
LABOR CODE - SECTION 1861

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

TROFHOLZ TECHNOLOGIES, INC.

By: 
Signature

Kelly Keyser
Name (Print)

Contracts & Procurement Manager
Title (Print)

EXHIBIT "E"**PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION**

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

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

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

Name of Contractor: Trofholz Technologies, Inc.

DIR Registration Number: 1000039020

DIR Registration Expiration: 06/30/2022

Small Project Exemption: _____ Yes or X No

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

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

Name of Contractor: Trofholz Technologies, Inc. _____

Signature Kelly Keyser _____

Name and Title: Kelly Keyser – Contracts & Procurement Manager _____

Dated: 12/16/2021 _____

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

EXHIBIT "F"
PAYMENT AND PERFORMANCE BONDS

"Corrected Original"

Bond Number: 0813772

Premium: \$2,339

PERFORMANCE BOND**KNOW ALL PERSONS BY THESE PRESENTS:**

THAT WHEREAS, the City of Milpitas (hereinafter referred to as "City") has awarded to Trofholz Technologies, Inc., (hereinafter referred to as the "Contractor"), an agreement for Card Assess Installation at Fire Stations (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated December 10, 2021, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

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

NOW, THEREFORE, we, Trofholz Technologies, Inc., the undersigned Contractor and Harco National Insurance Companies as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of one hundred four thousand three hundred twenty four and 42/100 DOLLARS, (\$104,324.42), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

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

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

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 10th day of December, 2021).

(Corporate Seal)

Trofholz Technologies, Inc.

Contractor/ Principal

By

Title

CEO

(Corporate Seal)

Harco National Insurance Company

Surety

By

Sydney M. Earl

Sydney M. Earl, Attorney-in-Fact

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

(Attach Attorney-in-Fact Certificate)

Title Sydney M. Earl, Attorney-in-Fact

The rate of premium on this bond is .912 per thousand. The total amount of premium charges, \$104,324.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

Harco National Insurance CompanyOne Newark Center, 20th FloorNewark, New Jersey 07102

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

Arthur J. Gallagher & Co. Insurance Brokers of California, Inc.45 East River Park Place West, Suite 605, Fresno, CA 93720

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

(925)658-9252

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of CALIFORNIA

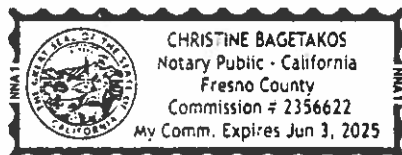
County of FRESNO

On December 10, 2021 before me, Christine Bagetakos, NOTARY PUBLIC, personally appeared

Sydney M. Earl,

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

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



WITNESS my hand and official seal.

Christine Bagetakos
Signature of Notary

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER**DESCRIPTION OF ATTACHED DOCUMENT**

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

- ☐ PARTNER(S) ☐ LIMITED
☒ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR

OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

POWER OF ATTORNEY

Bond # 0813772

Item # C11.

**HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY**

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

LINDA K. BRAGER, JOSEPH A. ORNDOFF, III., ALISON BERRY, SYDNEY M. EARL, MIKE GONG

Fresno, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2020



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2020, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, December 10, 2021

A00442

Irene Martins, Assistant Secretary

Bond Number: 0813772

Premium Included in Performance Bond

"Corrected Original"

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Milpitas (hereinafter designated as the "City"), by action taken or a resolution passed November 3, 2021 has awarded to Trofholz Technologies, Inc. hereinafter designated as the "Principal," a contract for the work described as follows:

Card Assess Installation at Fire Stations (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated December 10, 2021 ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

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

NOW THEREFORE, we, the Principal and Harco National Insurance Company as Surety, are held and firmly bound unto the City in the penal sum of one hundred four thousand three hundred twenty four and 42/100 Dollars (\$104,324.42) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 10th day of December, 2021.

(Corporate Seal)

Trofholz Technologies, Inc.
Contractor/ Principal
By [Signature]
Title CEO

(Corporate Seal)

Harco National Insurance Company
Surety
By [Signature]
Sydney M. Earl, Attorney-in-Fact
Title Attorney-in-Fact

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of CALIFORNIA

County of FRESNO

On December 10, 2021 before me, Christine Bagetakos, NOTARY PUBLIC, personally appeared

Sydney M. Earl,

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

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



WITNESS my hand and official seal.

Christine Bagetakos

Signature of Notary

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER**DESCRIPTION OF ATTACHED DOCUMENT**

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

- ☐ PARTNER(S) ☐ LIMITED
☒ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR

OTHER:

SIGNER IS REPRESENTING:
 NAME OF PERSON(S) OR ENTITY(IES)

POWER OF ATTORNEY

Bond # 0813772

Item # C11.

**HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY**

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

LINDA K. BRAGER, JOSEPH A. ORNDOFF, III., ALISON BERRY, SYDNEY M. EARL, MIKE GONG

Fresno, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2020



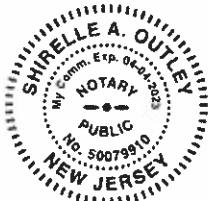
STATE OF NEW JERSEY
County of Essex

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2020, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, December 10, 2021

Irene Martins, Assistant Secretary

EXHIBIT "G"**INSURANCE REQUIREMENTS**

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

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

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

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

Commercial General Liability (CGL):

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

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

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

Automobile Liability:

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

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

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

Professional Liability (Errors and Omissions):

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

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

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

Workers' Compensation Insurance:

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

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

Builder's Risk (Course of Construction):

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

Contractor's or Consultant's Pollution Legal Liability:

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

If the Contractor or Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor or Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Cyber Liability Insurance

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

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

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

Surety Bonds:

Contractor shall provide the following Surety Bonds:

☒ Bid Bond
☒ Performance Bond
☒ Payment Bond

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

Other Insurance Provisions:

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

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

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

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

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

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

X Notice of Cancellation, Suspension or Otherwise Voiding Policies:

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

X Waiver of Subrogation:

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

X Completed Operations

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

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

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

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

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

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

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

Acceptability of Insurers:

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

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

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

Subcontractors:

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

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

Verification of Coverage:

Contractor or Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor or Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

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

Failure to Comply:

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

Applicability of Coverage:

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



EXHIBIT "A"

CHANGE ORDER FORM

City of Milpitas
455 E. Calaveras Boulevard
Milpitas, California 93035

CONTRACT CHANGE ORDER NO. 1

Date: August 1, 2022

To: Trofholz Technologies, Inc.
1014 N. Market Blvd. Suite 50
Sacramento, CA 95834

Attn: Kelly Keyser

Project: CUP 22-032 Card Access Installation at Fire Stations

This Change Order covers changes to the contract as described herein. The Contractor shall construct, furnish equipment and materials, and perform all work as necessary or required to complete the Change Order items for the amount agreed upon between the Contractor and City of Milpitas and set forth herein.

Item No.	Description of Changes	Increase/ (Decrease) in Contract Amount	Contract Time Extension, Days
1	Additional parts and labor as described in EXHIBIT – A (Attached to the I s Change Order)	\$39,162.70	0
2			
	Totals	\$39,162.70	0

Original Contract Amount:	\$104,324.42.00
Change by Previous Change Order(s):	\$0.00
Contract Price Prior to this Change Order:	\$104,324.42.00
Current Change Order Amount:	\$39,162.70.00
Revised Contract Amount including this Change Order:	\$143,487.12

The Contract Price and Contract Time shall be adjusted as set forth above. The undersigned Contractor approves the foregoing Change Order as to the changes, if any, in the contract price specified for each item including any and all supervision costs and other miscellaneous costs relating to the change in work, and as to the extension of time allowed, if any, for completion of the entire work on account of said Change Order. The Contractor agrees to furnish all labor and materials and perform all other necessary work, inclusive of the directly or indirectly related to the approved time extension, required to complete the Change order items. This document will become a supplement of the contract and all provisions will apply hereto. It is understood that the Change Order shall be effective when approved by the City.

Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising out of or related to the subject of this Change Order and acknowledges that the compensation (time and cost) set forth herein comprises the total compensation due for the work or change defined in the Change Order, including all impact on any unchanged work. By signing this Change Order, the Contractor acknowledges and agrees that the stipulated compensation includes payment for all Work contained in the Change Order, plus all payment for any acceleration or interruption of schedules, extended overhead costs, delay, and all impact or cumulative impact on all Work under this Contract. The signing of this Change Order acknowledges full mutual accord and satisfaction for the change and that the stated time and/or cost constitute the total equitable adjustment owed the Contractor as a result of the change. The Contractor hereby releases and agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim or request for equitable adjustment of any type, for any reasonably foreseeable cause that shall arise out of, or as a result of, this Change Order and/or its impact on the remainder of the Work under the Contract.

Accepted:

Recommended:		
	(Signature) Contractor's Authorized Representative	Date
Approved:		
	(Signature) Samu Tiumalu, Public Works Manager - Project Manager	Date
	(Signature) Steven G. McHarris, City Manager	Date

This Contract Change Order consists of **5 pages** and any exhibits attached to this Contract Change Order shall not be part of the Contract Change Order unless specifically initialed by or on behalf of both the Contractor and the City of Milpitas.

Contract Change Order #1



EXHIBIT – A CUP 22-032
Change Order No. 1

Item # C11.

REQUEST FOR CHANGE

From: Trofholz Technologies, Inc.
1014 N. Market Blvd. Suite 50
Sacramento, CA 95834

Project POC:

Chris Schroeder
Purchasing Agent
Phone 408-586-3161 **Fax** (408)586-3170
Email cschroeder@ci.milpitas.ca.gov
Site Address: City of Milpitas

RFC NO: 1380-01
Date: 06/02/2022
PROJECT: City of Milpitas – CUP 22-032
– Card Access Installation at Fire Stations

Subject: Access Control

Date Response Required: 7/15/22
Specification Reference: N/A

We Request the following information/clarification:

Based off the original scope of work for this contract, the following items were not identified and included as part of the Original scope. We recommend the following equipment listed below with their associated locations.

Cont. on page 2 and 3

Response:

Note: This is not an authorization to proceed with work involving any additional cost and/or time. Notification must be given by the Contractor in accord with the Contracts Documents if the response causes any change to the Contract.

REQUEST FOR CHANGE (RFC)

(CONTINUATION SHEET)

PROJECT: City of Milpitas – CUP
22- 032 – Card Access Installation
at Fire Stations

RFC NO: 1380-01

Fire station 1

Gate reader box for pedestal –Qty 1

10ft Unistrut for outside bracing of gate box that houses ACS boards and power –Qty 2

Misc hardware connectors flex, etc –Qty 1

24x24 outdoor enclosure to house ACS equipment –Qty 1

Electrical outlet for power in Encloser for ACS -Qty 1

Altronix power supply with battery backup for gate enclosure- Qty 1

Maglocks for courtyard doors (1each) -Qty 3

Pneumatic exit buttons for mag locks-Qty 3

Sielox 1700 door controller –Qty 1

Additional conduit-Qty 1

Additional doors identified at Fire station 1 Admin (4 total doors)

Von Duprin crash bar kit for the two Maintenance doors (1 side of double doors will be electrified)-Qty 2

Von Duprin Power supply (will control 1 side of the two doors) - Qty 1

HES strike for upstairs and Man gate outside- Qty 2

Sielox 1700 panels for additional doors Qty 2

Conduit Qty 1

Sielox Enclosures-Qty 1

Altronix power supply additional doors- Qty 1

Request for Change Price: \$34,134.73

Fire station 3

Item # C11.

Additional wire mold and labor for doors 5ft pieces - Qty 60'

Misc. boxes and connectors –Qty 1

Scissor lift rental for installation – 1 week

Request for Change Price: \$3,298.90

Fire station 4

Conduit connectors and boxes- Qty 1

Additional conduit 10ft –Qty 6

Armored cable –Qty 4

Electrical Outlet –Qty 1

Request for Change Price: \$1,729.07



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve and Authorize the City Manager to Execute the Five-Year General Services Agreement with Aramark Uniform Service for Citywide Uniform, Mat, and Linen Services for the not-to-exceed amount of \$240,916.30 (Staff Contact: Chris Schroeder, Purchasing Agent, 408-586-3161)
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	9/6/2022
	<u>Recommendation:</u> Approve and authorize the City Manager to execute the five-year General Services Agreement with Aramark Uniform Service for Citywide Uniform, Mat, and Linen Services for the not-to-exceed amount of \$240,916.30

BACKGROUND:

The City's current general services agreement for uniform and floor mat service with Unifirst Corporation will expire on November 6, 2022, and a new agreement is required for the continuation of services. The City has historically contracted for these services through a number of iterations. After the expiration of the current agreement for services, the scope of work was revised to better state the City's desired services and service levels.

Per the labor agreement between the Milpitas Employee Association and the City of Milpitas, the City is required to provide uniform work clothes for employees who are required to wear uniforms on a daily basis. Uniforms are to identify City employees when they are performing work throughout the city.

Uniforms are currently being provided for approximately 70 employees in the Public Works and Finance departments. The uniforms consist of shirts, pants, and coveralls, depending upon the need of the particular employee or employee classification. Uniforms are turned in on a weekly basis for laundering and repairs and/or replacement as deemed necessary by the vendor or as requested by the department. Additionally, the current contract includes mat and linen services at 13 City facilities.

ANALYSIS:

On July 1, 2022 the City's Purchasing Division released RFP No. 22-104 for Citywide Uniform, Mat, and Linen Services. The RFP outlined the City's needs for uniforms for employees, a variety of linen and towel services at multiple city facilities as well as floor mats.

The RFP was publicly noticed in accordance with the City's Municipal Code, advertised on the City's website, emailed to companies registered with the City via Procurement and through OpenGov.com, the City's eProcurement system. Additionally, the RFP was published on the City's website.

Upon release, 434 firms were notified of the bid opportunity and 13 firms downloaded the RFP documents. Two addenda were issued, and one clarifying question was answered by City staff. Of the firms that downloaded the bid documents, one (1) firm responded to the RFP by the published closing date of August 4, 2022. The bid received was reviewed by Purchasing staff for compliance and responsiveness and was accepted.

The companies that continued in the evaluation process were:

1. Aramark Uniform Services

The evaluation committee reviewed proposals based on the following criteria:

1. Cover letter and Compliance with RFP Requirements
2. Personnel Assigned

3. References
4. Execution Plan for Services
5. Company Profile
6. Proposed Compensation

After an initial evaluation by four City staff members who comprised the evaluation committee, Aramark was invited to and attended an interview to gather further information regarding their proposals and offer the evaluation committee the opportunity to ask clarifying questions before forwarding a recommendation for award to the City Council. Interviews were held at the Department of Public Works on August 25, 2022. Additionally, the Aramark proposal included customers that are public agencies with operational services comparable to the City.

The table below shows the final evaluation scores with the recommended firm highlighted in green:

Citywide Uniform, Mat, and Linen Services RFP No. 22-104	Aramark Uniform Services
Final Evaluation Score	76.13

POLICY ALTERNATIVE(S):

Alternative 1: Do not award RFP No. 22-104 to Aramark Uniform Services for Citywide Uniform, Mat, and Linen Services.

Pros: None.

Cons: The City would not commit to the five-year delivery of these union required services for multiple departments including, Fire, Police, Public Works, Finance, among others.

Reason not recommended: The City is required to provide uniform services for a number of its field employees as well and towel and linen services. Floor mats also provide additional safety when entering and traveling in City facilities during wet weather.

FISCAL IMPACT:

Funding for this agreement is available in the various department's operating budget for FY2022-23 and future year appropriations will be a part of the budget development.

California Environmental Quality Act (CEQA):

Not applicable. The selection and contractual arrangement do not constitute a project, in accordance with Section 15378 of the CEQA Guidelines.

RECOMMENDATION:

Award RFP No. 22-104 and Authorize the City Manager to execute the general services agreement with Aramark Uniform Services to provide Citywide Uniform, Mat, and Linen services.

Attachment(s):

1. General Services Agreement with Aramark Uniform Services

CITY OF MILPITAS
AGREEMENT FOR CITYWIDE UNIFORM, MAT, AND LINEN SERVICES

1. PARTIES AND DATE.

This Agreement for **CITYWIDE UNIFORM, MAT, AND LINEN SERVICES** ("Agreement") entered into this _____ by and between the City of Milpitas, a municipal corporation organized under the laws of the State of California with its principal place of business at 455 E. Calaveras Boulevard, Milpitas, California 95035 ("City") and **ARAMARK Uniform & Career Apparel Group, Inc. dba ARAMARK UNIFORM AND CAREER APPAREL, LLC**, a corporation, with its principal place of business at **31148 San Antonio Street, Hayward, CA 94544** ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain **CITYWIDE UNIFORM, MAT, AND LINEN SERVICES** required by City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing **CITYWIDE UNIFORM, MAT, AND LINEN SERVICES** to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for the **CITYWIDE UNIFORM, MAT, AND LINEN SERVICES – No. 22-104** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the services and advice on various issues affecting the decisions of City regarding the Project and on other programs and matters affecting City ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term or Time of Performance.

The term of this Agreement shall be from **November 7, 2022** to **November 6, 2027**, unless earlier terminated as provided herein. The City reserves the right to review the Contractor's performance at the end of each year and cancel all or part of the Agreement.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee of City. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the skilled personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence and experience upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to City, or who are determined by City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by Contractor at the request of City. The key personnel for performance of this Agreement are as follows: **Carmelo Colon**

3.2.5 City's Representative. City hereby designates Chris Schroeder, Purchasing Agent, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than City's Representative or his or her designee.

3.2.6 Contractor's Representative. Contractor hereby designates Carmelo Colon, Regional Account Executive, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Agreement. Contractor's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, contractors and other staff at all reasonable times.

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

3.2.9 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

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

3.2.11 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices,

equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **TWO HUNDRED FORTY THOUSAND NINE HUNDRED SIXTEEN DOLLARS AND THIRTY CENTS (\$240,916.30)** without written approval of City's City Manager or their designee. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 California Labor Code Requirements

(a) Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

(b) If the Services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

(c) This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor’s performance of Services, including any delay, shall be Contractor’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

(a) Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been fully and adequately rendered to City through the effective date of the termination, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

(b) Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data, as defined below, and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

(c) Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

Aramark Uniform Services
31148 San Antonio Street
Hayward, CA 94544
Attn: Carmelo Colon

City:

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

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

3.5.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.4 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

3.5.5 Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, subcontractors and subcontractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City or its officials, officers, employees, agents or volunteers. This Section 3.5.5 shall survive any expiration or termination of this Agreement.

3.5.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be supplemented, amended or modified by a writing signed by both Parties.

3.5.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Santa Clara County.

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

3.5.9 City's Right to Employ Other Contractors. City reserves the right to employ other Contractors in connection with this Project.

3.5.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.11 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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

3.5.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.17 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not

paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.18 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of any minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.19 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.20 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.22 Employment Adverse to City. Contractor shall notify City, and shall obtain City's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against City during the term of this Agreement.

3.5.23 Conflict of Employment. Employment by Contractor of personnel currently on the payroll of City shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by Contractor of personnel who have been on City's payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon Contractor securing this or related Agreements with City, is prohibited.

3.5.24 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

3.5.25 Subcontracting. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.5.26 Wage Theft Prevention

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

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

(c) If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that Contractor or a subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or Contractor learns of such a judgment, decision, or order that was not previously disclosed in its bid/proposal, Contractor shall inform the City no more than fifteen (15) calendar days after the judgment, decision or order becomes final or from the date of learning of the final judgment, decision or order. Contractor or its subcontractor(s) shall, within thirty (30) calendar days after notifying the City, either (i) fully satisfy any such judgment, decision, or order and provide the City with documentary evidence of satisfying said judgment, decision or order; or (ii) provide the City documentary evidence of a payment or other alternative plan approved by the court/government agency to satisfy the judgment, decision or order. If the Contractor or its subcontractor is subject to a payment or other alternative plan, the Contractor or its subcontractor shall continue to submit documentary evidence every thirty (30) calendar days during the term of the Agreement demonstrating continued compliance with the plan until the judgment, decision or order has been fully satisfied.

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

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

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

[Signatures on following Page]

**SIGNATURE PAGE FOR AGREEMENT
FOR Citywide Uniform, Mat, and Linen SERVICES
BETWEEN THE CITY OF MILPITAS
AND ARAMARK UNIFORM SERVICES**

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

CITY OF MILPITAS*Approved By:*

Steven G. McHarris, City Manager

Date

Approved:

Lauren Lai, CPA, MPA
Finance Director/Risk manager

Approved As To Form:

Michael Mutalipassi, City Attorney

Approved As To Content:

Chris Schroeder
Purchasing Agent

ARAMARK UNIFORM SERVICES

Signature

Name

Title

Date

EXHIBIT "A"

SCOPE OF SERVICES

1 The Contractor shall provide weekly rental, maintenance and laundry services of work related garments, for the City of Milpitas' various departments and/or divisions listed in this attachment. Items to be furnished include, but are not limited to, shirts, pants, coveralls, aprons, towels, mats/rugs and similar items, and the laundering, repair, and/or replacement of these items. Clothing shall be delivered to the locations designated, laundered and maintained in good condition and repair, in accordance with these specifications. All uniforms shall be placed on hangers unless Department Contact makes other arrangements.

2 Initial Issue of Uniforms

2.1 *At the commencement of the contract, the Contractor shall issue new, unwashed and unworn uniforms and other garments prior to the start of this agreement.*

2.2 *The Contractor shall provide each employee with up to nine (9) sets of uniforms unless otherwise designated by the Department contact. A uniform may consist of work shirt (short or long sleeve) pants or shorts,*

2.2.1 *Aprons and/or coveralls shall be in addition to the uniform requirement and vary between job function and department.*

2.3 *During the Contract period, the Contractor shall maintain sufficient stock to provide complete uniforms and other items within seven (7) working days to employee hired. In addition, the Contractor shall have loaners available during these seven (7) days. All such garments shall be new.*

3 Charge

3.1 *Pick-up and delivery charge, if any, shall be included in the unit bid price. Bid prices represent the cost for: Garment for City designated employees; the laundering of such garments; the required changes per employee per week; other items such as mats, mops, towels etc.; the delivery and pick-up of said garments; and other requirements listed and the Contractors Responsibilities of this contract.*

3.2 *The contractor shall submit "replacement cost" detailing charges for lost or damaged uniforms with bid on the Exhibit C - Bid Pricing Form (excessive charge(s) may be a cause for rejection of bid). The Contractor's price shall be set at per unit cost, without increased variance in cost due to choices in change of garment. Charges not allowed include: extra-suit charges, prep-charges, and emblem mounting or cleaning charge, buyback costs or charges for large sizes or*

hemming or other alterations needed for proper fitting uniforms.

4 Measurement, Fit, Colors and Emblems (patches)

4.1 *The Contractor shall be responsible for individual measurement and resultant fit of all garments provided, to include changed size requirement of individual which shall occur within five (5) working days from the date of request, and shall provide the employee with uniforms within ten (10) working days of the date measured.*

4.2 *Any tailoring required to assure proper fit for each individual shall be done at no additional cost to the City. When the Contractor is measuring division personnel for uniforms, the Contractor shall have samples of each type of uniform in various sizes available for Division personnel to try on.*

4.3 *Colors of uniform items shall be as designated by the City's Purchasing Agent and selected from manufacturer's standard colors which shall include international orange.*

4.4 *The Contractor shall provide name patches with either the employee's first name, or both first and last name depending on the department/division's request. The background of the patch shall be white in color. The Contractor shall adhere by sewing outside perimeter of patch to shirts at no cost to the City. Name patches shall be located over the left shirt pocket.*

4.5 *The Contractor shall provide a patch with the color City of Milpitas seal and the verbiage "CITY OF MILPITAS" to the left of the seal. The background of the patch shall be white in color. The Contractor shall adhere by sewing outside perimeter of patch to shirts at no cost to the City. City Seal patches shall be located over the right shirt pocket.*

5 **Identification System:** The Contractor shall provide a clean and inconspicuously marked or labeled identification system that identifies each employee and garment to ensure that employees get the same garment after cleaning.

6 Description of Clothing

6.1 *Coveralls are long sleeved, one-piece coveralls, bi-swing back, and zipper front, cuff-less in a blend of 65% polyester and 35% cotton, plain twill, 7-8 oz. per square yard, with heavy-duty full-length two-way brass zipper with gripper at neck, fly front or 100% cotton with buttons. Two breast pockets, two slash style, front pockets and two rear hip pockets. All stitching with polyester thread, double stitched seams and bar tacked for reinforcement at points of strain. Must be available in all sizes at no additional cost, color as selected from manufacturer's standard colors including international orange at no additional cost.*

6.2 *Pants will be slack type, work type or jean cut, plain front, with no cuff. 65% Dacron polyester and 35% cotton, or 100% cotton work, fabric vats dyed, sun fade and acid resistant. Permanent press finish, 7-8 oz. per square yard. Color to be selected from manufacturer's standard colors. 100 % spun polyester or cotton coated polyester thread in matching colors with 8 to 12 stitches per inch. Bar tacked at points of strain. Pants shall have full cut for roomy fit, button closure at waist, heavy duty taped brass zipper and inner lined waistband with belt loops.*

Pants shall have two inserts, slack style front pockets and two inset hip pockets. Triple- stitched, feld-locked outer seams, and permanent creases. Pants must be available in both men and women styles and in all sizes at no additional cost. Pants color shall be selected from manufacturer's standard colors at no additional cost.

6.3 *Shorts will be slack type, plain front, with no cuff. 65% Dacron polyester and 35% cotton, or 100% cotton work, fabric vats dyed, sun fade and acid resistant. Permanent press finish, 7-8 oz. per square yard. Color to be selected from manufacturer's standard colors. 100 % spun polyester or cotton coated polyester thread in matching colors with 8 to 12 stitches per inch. Bar tacked at points of strain. Pants shall have full cut for roomy fit, button closure at waist, heavy duty taped brass zipper and inner lined waistband with belt loops. Shorts shall have two inserts, slack style front pockets and two inset hip pockets. Triple- stitched, feld-locked outer seams, and permanent creases. Shorts must be available in both men and women styles and in all sizes at no additional cost. Shorts color shall be selected from manufacturer's standard colors at no additional cost.*

6.4 *Shirts shall be two-patch spade style or die cut round, breast pocket of shirt fabric, each with button and vertical buttonhole, no metal snaps. 65% Polyester, 35% cotton work or Cotton Dura or Indura soft. Two pockets with button closure flap. Two-piece lined button closure cuff and lined two-piece banded collar. Must be available in both men and women styles and in all sizes at no additional cost. Shirts color shall be selected from manufacturer's standard colors at no additional cost.*

7 Pick-up and Delivery Specifications

7.1 *For clothing items, the Contractor shall collect and make delivery at least once per week to each of the departments/divisions listed in Exhibit D for clothing items. For all other items, the Contractor shall collect and make regular delivery based on the schedule determined by the Purchasing Agent or their designee.*

7.2 *The Contractor shall be responsible for equivalent replacement and cost of any garment(s) that are lost or damaged while in the possession of the Contractor between points of pick-up to point of delivery.*

7.3 *Currently there are 13 service locations throughout the City. The City reserves the option to relocate, reduce or increase pick-up and delivery points at no additional cost to the City.*

7.4 *The department pick-up/delivery location(s) of each department included in the contract listed in City of Milpitas Service Locations.*

8 Startup Requirements

8.1 *The Contractor shall provide each employee with up to nine (9) sets of uniforms unless otherwise notified by Department Contact. Uniforms shall consist of a work shirt and work pants, or shorts. One (1) uniform will be worn, four (4) will be sent in for laundry, and four (4) will be clean and available at the work site.*

8.2 *The Quantities of uniforms required for "startup" are indicated in Exhibit C – Bid Pricing Form. The Contractor shall include the "startup" cost with its price submission and shall not charge*

the City with “startup” cost.

8.3 The Contractor shall provide new garments (Grade A) upon initial inventory for existing permanent or temporary employees, and any new/additional permanent City employees thereafter regardless of hire date. All garments for permanent and temporary/seasonal employees must have the employee's standard cloth nametags affixed to the garment as designated by the Purchasing Agent from date of issue. In addition, patches detailed in Section 4.4 and Section 4.5 shall be approved by the Purchasing Agent and shall be provided and attached to the garment(s) when required, at no additional cost to the City.

8.4 The Contractor shall provide qualified personnel to measure and fit on-site for the initial order and all added users. Two (2) on-site fittings shall occur at a mutually agreeable time and date between the Contractor and the Purchasing Agent at the City of Milpitas Corp Yard located at 1265 N. Milpitas Boulevard. The Contractor shall provide various sizes to individuals and any oversized garments required at no additional cost to the City. Each garment shall be fitted to the satisfaction of the individual employee. In addition, fittings and alterations shall be taken on-site throughout the term of the contract, when necessary. When questions such as proper fit arise, the Contractor shall follow the City's representative's decision and make changes accordingly.

8.5 The Contractor shall designate an account manager and maintain sufficient staff and facilities to properly and adequately perform all services requested under the contract and all related issues.

8.6 Prior to the sizing of garments, the Contractor shall confer with and advise the Purchasing Agent or their designee on garment tag information.

8.7 The Contractor shall be responsible for identifying and accounting for each garment, ensuring that garments picked up from a specific area are returned to the same area and the same user.

8.8 The Contractor shall maintain an inventory for the designated amount of garments authorized by the City representative for each employee by department and division.

8.9 The Contractor shall deliver all garments in wearable (wrinkle-free) condition for placement in the designated areas. No starch or similar product shall be used. If the Contractor delivers any items to the wrong location and the garment(s) are not recovered at its original location; the Contractor is responsible for its replacement.

8.10 The Contractor shall provide garment dispensers and/or clothing bins and portable garment rack to requesting departments, as well as the delivery of clean garments and removal of soiled garments from bins, all at no additional cost to the City.

8.11 The City requires a minimum of once a week pickups and a one-week turn-around time on delivery, every week. Contractor shall schedule City's service day for Tuesday, Wednesday or Thursday (excluding Holidays). Normal hours for pickup and delivery are between 7:00 a.m. and 4:00 p.m. unless otherwise agreed upon by the Contractor and Department/Division Contact. The Contractor shall make an agreed upon holiday delivery schedule at least one week prior to the holiday with each City Department representative to maintain the weekly pick-up and delivery schedule.

8.12 The Contractor shall be responsible to replace the rented items that are damaged, worn out, or can no longer be worn. The Contractor shall inspect and identify garments that need

to be replaced on site, provide an estimate of cost and obtain an approval from the Department representative before taking any damaged garments off site. The City shall not be responsible for any garment replacement charges not approved by the Purchasing Agent and/or Department's representative.

8.13 Any garment requiring replacement shall be replaced within seven (7) calendar days.

8.14 The Contractor shall have adequate quality control to ensure that all broken button, broken zippers, torn or stained uniforms, or other defects are corrected, or the garment replaced before delivery. Uniforms worn or otherwise unsuitable for service shall be replaced as a routine matter.

8.15 The Contractor shall identify damaged or un-cleanable units before the units are returned to the City department on the following delivery date. Replacement garments shall be new, unwashed, and unworn. The City shall refuse payment for garments that do not present a satisfactory appearance to wear in public. In addition, incorrect counts and items with inappropriate markings must be rectified within one week of the error. Otherwise, garments shall be replaced/upgraded due to normal wear and tear during the duration of the contract, with new garments at no additional cost to the City.

8.16 If garments need repair, the Contractor shall provide repair tags for City employees and provide a separate bin and marked as such for garments that need repair in each pick-up and delivery location.

8.17 All repairs shall be done with "like" materials to all garments including zipper replacement and broken, bent or missing buttons of equivalent quality.

8.18 The Contractor shall make all repairs to the satisfaction of the City's Department Representatives. Repairs shall be identified with a "No Charge" repair tab placed on the garment(s).

8.19 The Lost Replacement Rate shall remain firm for the duration of the contract. The company's quality control specifications and procedures pertaining to all garment and laundry services shall be provided under this contract. Said garments and services specifications include: Wear and Tear policy, Upgrading and Replacement policy.

9 Performance

9.1 In the event the Contractor fails to perform satisfactory service under the terms of the contract, the City may issue the Contractor a written notice of unsatisfactory performance and the Contractor shall improve its performance within thirty (30) days after receiving such notice from the City. The City may at its sole discretion terminate the contract. Termination of the contract for unsatisfactory performance shall relieve the City of all further obligation to the Contractor with the exception of returning all issued garments and linen items belong to the Contractor. No payment of money made to the Contractor by the City shall be construed as a waiver of any right of the City under the Contract.

9.2 Factors which may be used to determine the Contractor's performance level include

but are not limited to:

- 9.2.1** Initial issue of uniforms and other items
- 9.2.2** New or additional employees
- 9.2.3** Measurement, fit colors and emblems
- 9.2.4** Inventory changes and items
- 9.2.5** Marking/ identification procedures
- 9.2.6** Delivery concerns
- 9.2.7** Quality control
- 9.2.8** Pricing adherence
- 9.2.9** Invoicing, excessive, or incorrect charges on statements

10 Compensation

10.1 *Calculations for Adds/Deletes, etc.*

- 10.1.1** For items increased or decreased, added or deleted, charges shall be adjusted by multiplying the unit price of the item involved by the number of such units added or decreased, the result to be added to or subtracted from the total charges. In all cases, charges to the City shall represent only the items and numbers of items actually used.

11 Replacement/Loss Charges

11.1 *If items are lost or destroyed by the City employees, The Contractor shall use the "replacement cost" charge shown in Attachment C - Bid Pricing Form for garments in service up to one (1) year. For garments in service more than one (1) year, but less than two (2) years, the charge shall be fifty percent (50%) of the "replacement cost" charge quoted. For garments in service two (2) years or more, there shall be no charge. The Contractor shall be responsible to determine the length of time a garment has been in service when verification is requested by the City.*

12 Absences

12.1 *Employees on extended absence or leave from the City, or whose employment is terminated, will return all uniforms and all charges shall be eliminated for that employee during such absence.*

13 Invoices and Statements

13.1 *A Citywide open purchase order will be issued for all City departments by division using the Contractor's services.*

13.2 *The City requires a separate invoice for each division and/or department; the invoices/summary statement shall be mailed at the end of each month to the Billing contact of each using department along with the individual delivery receipts/packing slips for items supplied during that month. The City will provide a list of division/department contacts with billing addresses to the Successful Bidder.*

13.3 *The statement will be paid after all receipts/packing slips are checked for accuracy against the summary statement. Discrepancies that cannot be resolved will not be paid and should be reflected on the next month's statement as a balance forward.*

13.4 *All invoice charges must be aggregated such that users receive the contract rate and services. All discounts and credits shall be clearly shown on the face of the invoice.*

13.5 *All billing corrections and/or credits shall be shown on the face of the invoice the week after Contractor is notified of the correction and/or credit by the City.*

14 Transition Plan

14.1 *The Contractor must include a description of its proposed transition plan that would ensure a smooth transition for uniform rental and laundry services from the current service provider with its bid submission. Bidder's transition plan shall be separate from the other items in the Proposer's bid packet and shall be in PDF form only.*

14.2 *The implementation schedule must detail all phases, dates, milestones and locations (locations provided by the City) to complete service transition by November 8, 2022 with minimal disruption to City departments. The actual date period of the implementation schedule submitted may be adjusted in accordance to an agreed start date of the new contract.*

14.3 *The Contractor's transition plan elements shall include, but not be limited to:*

14.3.1 Create data base for City Departments

14.3.2 Meet with Departments and determine garment requirements (size and type) of City employees

14.3.3 Forecast/order/ship "new" products

14.3.4 Prepare necessary routing, set up delivery schedules and invoicing procedures

14.3.5 Timeline of conducting garments installation for all locations

14.3.6 Audit installations, identify open issues

14.3.7 Allow for two (2) separate days for City staff to place orders, try on samples, confirm orders, etc. with successful firm to provide all staff, support, supplies and equipment necessary for such tasks to be accomplished. City will direct vendor as to

location upon award and confirmation of dates.

14.3.8 Provide a definitive deadline for completed delivery of samples of specialty garments for City Department ordering within the prescribed implementation process period.

15 The Contractor shall be responsible for all charges to obtain permits and/or licenses necessary to perform required services at no cost to the City.

16 Contractor shall perform preventative maintenance and requested repairs in a professional manner conforming to generally accepted industry standards. City must report any problems, defects and/or deficiencies with any repair within five (5) calendar days of performance of the service. In the event Contractor receives such notice from City, then Contractor shall re-perform the repair service at no cost to the City.

17 City acknowledges and agrees the Contractor SHALL NOT disclose City's name on Contractor's client lists and other promotional material without prior written consent from City.

18 City holidays change each year, **IT IS THE RESPONSIBILITY OF THE SUCCESSFUL BIDDER TO ENSURE SMOOTH AND COMPLETE DELIVERY OF ALL SERVICES EACH WEEK REGARDLESS OF CITY'S HOLIDAY CLOSURES.** No services shall be attempted on City Holidays. Below is a sample of the City's 2022 holiday schedule for reference only.

2022 DATES HOLIDAY

December 31 New Year's Day Holiday observed
January 17 Martin Luther King Jr.'s Birthday
February 11 Lincoln's Birthday Observed (MEA only)
February 21 Presidents Day
March 31 Cesar Chavez Day (IAFF, POA, MidCon, ProTech & Unrep only)
May 30 Memorial Day
July 4 Independence Day
September 5 Labor Day
November 11 Veteran's Day
November 24-25 Thanksgiving Holiday
December 23 Christmas Eve Holiday observed
December 25 Christmas Holiday observed

19 City of Milpitas Service Locations

Note: Some locations may have multiple locations requiring services. Successful Bidder and City to review and agree upon suitable number of stops and/or service locations prior to the commencement of services.

1. City Hall - 455 E. Calaveras Blvd.
2. Sal Cracolice Recreation Facility – 791 Garden Ct.
3. Sports Center – 1325 E. Calaveras Blvd.
4. Barbara Lee Senior Center – 40 N. Milpitas Blvd.
5. Community Center – 457 E. Calaveras Blvd.
6. Police Department – 1275 N. Milpitas Blvd.
7. Public Works (Admin) 1265 N. Milpitas Blvd.
8. Public Works (Corp Yard) 1265 N. Milpitas Blvd.
9. Public Works (Fleet) 1265 N. Milpitas Blvd.
10. Fire Station #1 – 777 S. Main St.
11. Fire Station #2 – 1263 Yosemite Dr.
12. Fire Station #3 – 45 Midwick Dr.
13. Fire Station #4 – 775 Barber Ln.

20 Sample Patches (continued on following page)

City Seal (Left Side)



Name (Right Side)



Exhibit "B"
Schedule of Services

Date	Item
25 August 2022	Notice of Intent to Award
31 August 2022	Fitting Day No. 1
1 September 2022	Fitting Day No. 2
6 September 2022	City Council Date for Formal AWARD
31 October 2022	Delivery of Uniforms for Following Week, Begin collecting of outgoing vendor materials
7 November 2022*	Services Start, continued assistance with outgoing vendors materials until complete*
14 November 2022	Services fully transitions and outgoing vendor materials returned

*Note: City of Milpitas requesting hand sort of materials for first two weeks to ensure maximum capture of outgoing vendor materials

On-going Services

- For clothing items, the Contractor shall collect and make delivery at least once per week to each of the departments/divisions listed in Exhibit D for clothing items. For all other items, the Contractor shall collect and make regular delivery based on the schedule determined by the Purchasing Agent or their designee.
- The Contractor shall be responsible for equivalent replacement and cost of any garment(s) that are lost or damaged while in the possession of the Contractor between points of pick-up to point of delivery.
- Currently there are 13 service locations throughout the City. The City reserves the option to relocate, reduce or increase pick-up and delivery points at no additional cost to the City.
- The department pick-up/delivery location(s) of each department included in the contract listed in City of Milpitas Service Locations.

EXHIBIT "C"
COMPENSATION

[BEGINS ON FOLLOWING PAGE]

EXHIBIT "D"**INSURANCE REQUIREMENTS**

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

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

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

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

Commercial General Liability (CGL):

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

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

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

Automobile Liability:

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

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

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

Professional Liability (Errors and Omissions):

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

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

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

Workers' Compensation Insurance:

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

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

Builder's Risk (Course of Construction):

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

Contractor's or Consultant's Pollution Legal Liability:

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

If the Contractor or Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor or Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Cyber Liability Insurance

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

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

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

Surety Bonds:

Contractor shall provide the following Surety Bonds:

___ Bid Bond
 ___ Performance Bond
 ___ Payment Bond

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

Other Insurance Provisions:

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

X_ Additional Insured Status and Primary/Non-Contributory Language:

Contractor's general liability and automobile liability policies shall be primary and shall not seek contribution from the City's coverage and be endorsed to add the City and its 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 City (if agreed to in a written contract or agreement) before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

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

___ Notice of Cancellation, Suspension or Otherwise Voiding Policies:

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

X_ Waiver of Subrogation:

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

___ Completed Operations

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

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

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

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

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

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

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

Acceptability of Insurers:

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

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

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

Subcontractors:

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

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

Verification of Coverage:

Contractor or Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor or Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

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

Failure to Comply:

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

Applicability of Coverage:

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



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve and Authorize the City Manager to Execute Amendment No. 2 to the Professional Services Agreement with WeHOPE for Mobile Shower, Laundry, and Case Management Services through January 15, 2023, for a Total Not to Exceed Contract Amount of \$86,552
Category:	Community Development
Meeting Date:	9/6/2022
Staff Contact:	Alex Andrade, Director of Economic Development, 408-586-3046 Robert Musallam, Housing and Neighborhood Services Administrator, 408-586-3275
Recommendation:	Approve and Authorize the City Manager to Execute Amendment No. 2 to the Professional Services Agreement with WeHOPE for Mobile Shower, Laundry, and Case Management Services through January 15, 2023, in the Amount of \$15,000, for a Total Not to Exceed Contract Amount of \$86,552.

Background:

In fall 2020, in accordance with City Council direction, staff conducted extensive research and explored homeless outreach and basic needs services that may improve quality of life for Milpitas unhoused residents. At the City Council meeting on December 1, 2020, the City Council directed staff to implement a six-month pilot program with the nonprofit service provider, WeHOPE, to provide weekly hot shower and laundry services for unhoused residents in Milpitas (Attachment 1). The program cost was \$21,372 and was funded by the California Board of State and Community Corrections grant funding from the Milpitas Police Department.

WeHOPE is a nonprofit agency based in Santa Clara County that offers various services to meet the needs of the unhoused. Dignity on Wheels is a program managed by WeHOPE. The Dignity on Wheels program provides a mobile trailer with shower, laundry, restroom, and on-site case management services. The case manager helps connect clients to resources and services such as identification document needs and identification renewal support. City staff also arranged for the County's Homeless Engagement and Access Team to be on-site concurrently with Dignity on Wheels (twice a month for the first two months then once a month) to conduct assessments and further connect clients with a countywide network of services. At each session, WeHOPE provides supplies that include towels, laundry pods, hair and body wash, and hygiene kits. Often there are clothing donations available as well.

WeHOPE began providing mobile shower and laundry services from 11:00 AM – 3:30 PM every Sunday starting March 21, 2021, on the Winsor Street site, located immediately south of the Milpitas Library. Staff provided reports during the six-month pilot shower and laundry services program as part of the monthly report to City Council on unhoused services. On September 7, 2021, Council amended the contract in the amount of \$50,180, to allow for fifty-two additional sessions of services and extended the term of the contract through September 25, 2022.

Analysis:

As of June 2022, WeHOPE has provided shower and laundry services in Milpitas to 143 unduplicated clients. WeHOPE has provided 65 sessions to the unhoused community, serving over 506 clients, totaling 1,031 showers and 459 loads of laundry. In addition to shower and laundry, clients have benefited from services provided by WeHOPE including dispersing hygiene kits, clothing, snack bags, case management and/or supportive services, and assessments with the County's Homeless Engagement and Access Team.

During the FY 2022-2023 budget discussions, additional funding was not added to the mobile shower and laundry services program. However, the City had applied for and is expected to receive funding for various services related to the unhoused and those at risk of being unhoused. The exact details of the funding and its timing are not known at this time. Thus, staff is recommending extending the current contract through January 15, 2023, by which time additional details about the State funding should be available and the program can be brought forward for Council consideration, along with other housing related programs (Attachment 2).

Staff recommends maintaining the current 11:00 AM – 3:30 PM on Sundays. Sundays were selected as a convenient day for unhoused residents to prepare for the week and to minimize parking impacts to any site. No change is proposed to the location. However, the City has the flexibility to make changes as needed. The request for additional funding below includes the potential increase in costs associated with an alternate site.

The current agreement expires September 25, 2022, with a not-to-exceed amount of \$71,552 which accounted for possible charges due to alternate locations. As the service location has remained the same, the balance at the end of the contract period will be \$9,080. For ongoing operation through January 15, 2023, at a service provider cost of \$822 per session, plus contingency for alternate sites, staff recommends amending the Professional Services Agreement by increasing the Agreement not-to-exceed amount by \$15,000. This amends the total Agreement not-to-exceed amount from \$71,552 to \$86,552. Staff recommends Council utilize the Low and Moderate Income Housing Asset Fund to fund this extension.

Fiscal Impact:

If the City Council decides to extend the Dignity on Wheels mobile shower and laundry program through January 15, 2023 and utilizes the Low and Moderate Income Housing Asset Fund, the fiscal impact would be a \$15,000 reduction to the fund balance.

California Environmental Quality Act:

The recommendations have no potential for causing a significant effect on the environment and are exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3). Further, the recommendations are also exempt under CEQA Guideline 15301 if the City Council decides to continue Dignity on Wheels mobile shower and laundry services as the proposed services by WeHOPE would likely be placed in an existing City facility, and/or CEQA Guideline 15311 as an accessory structure to an existing City facility. Each Guideline referenced above shall serve as an independent basis to determine the activity is exempt from CEQA.

Recommendation:

Approve and Authorize the City Manager to Execute Amendment No. 2 to the Professional Services Agreement with WeHOPE for Mobile Shower, Laundry, and Case Management Services through January 15, 2023, in the Amount of \$15,000, for a Total Not to Exceed Contract Amount of \$86,552.

Attachment:

1. Professional Services Agreement with WeHOPE
2. Amendment No. 1 to Professional Services Agreement with WeHOPE
3. Amendment No. 2 to Professional Services Agreement with WeHOPE

**CITY OF MILPITAS
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of February 12, 2021 ("Effective Date") by and between the City of Milpitas, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 455 E. Calaveras Boulevard, Milpitas, California 95035 ("City"), and WeHOPE Inc., a non-profit corporation with its principal place of business at 1854 Bay Road, East Palo Alto, CA 94303 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

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

Mobile shower, laundry, and case management services for unhoused residents (hereinafter referred to as "the Project").

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

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

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

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

2. Compensation.

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

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **\$21,372**. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within thirty (30) days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in

the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

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

5. Time of Performance.

The term of this Agreement shall begin on the **“Effective Date” and run until twenty-six sessions have been provided** unless terminated earlier as provided herein. The City reserves the right to review the Consultant’s performance after three months and cancel all or part of the Agreement. Specific milestones for performance are included in the “Activity Schedule” attached as Exhibit C.

6. Delays in Performance.

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

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

7. Compliance with Law.

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

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

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

8. Standard of Care

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

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to

so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Consultant

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

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

12. Indemnification.

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

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

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is One Thousand Dollars and Zero Cents (\$1,000.00) or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code

Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

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

14. Verification of Employment Eligibility.

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

15. City Material Requirements.

[RESERVED]

16. Laws and Venue.

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

17 Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for

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

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

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

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

19. Organization

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

20. Limitation of Agreement.

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

21. Notice

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

CITY:

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

CONSULTANT:

WeHOPE Inc.
1854 Bay Road
East Palo Alto, CA 94303
Attn: Thomas J. Clark, Jr.

and shall be effective upon receipt thereof.

22. Third Party Rights

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

23. Equal Opportunity Employment.

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

24. Entire Agreement

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

25. Severability

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

26. Successors and Assigns

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

27. Non-Waiver

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

28. Time of Essence

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

29. City's Right to Employ Other Consultants

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

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

31. Wage Theft Prevention

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

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

c. If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that Consultant or a subconsultant it employs to perform work under this Agreement has violated any applicable wage and hour law, or Consultant learns of such a judgment, decision, or order that was not previously disclosed in its bid/proposal, Consultant shall inform the City no more than fifteen (15) calendar days after the judgment, decision or order becomes final or from the date of learning of the final judgment, decision or order. Consultant or its subconsultant(s) shall, within thirty (30) calendar days after notifying the City, either (i) fully satisfy any such judgment, decision, or order and provide the City with documentary evidence of satisfying said judgment, decision or order; or (ii) provide the City documentary evidence of a payment or other alternative plan approved by the court/government agency to satisfy the judgment, decision or order. If the Consultant or its subconsultant is subject to a payment or other alternative plan, the Consultant or its subconsultant shall continue to submit documentary evidence every thirty (30) calendar days during the term of the Agreement demonstrating continued compliance with the plan until the judgment, decision or order has been fully satisfied.

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

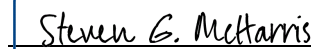
**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MILPITAS
AND WEHOPE INC.**

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

CITY OF MILPITAS

Approved By:

DocuSigned by:



Steven G. McHarris, City Manager

Feb-16-2021

Date

Approved As To Form:

DocuSigned by:



Christopher J. Diaz, City Attorney

Approved:

DocuSigned by:



Walter C. Rossmann, Risk Manager/Director of Finance

Approved As To Content:

DocuSigned by:



Sharon Goel, Director of Building Safety and Housing

WeHOPE Inc.

DocuSigned by:



Signature

Paul Bains

Name

President

Title

Feb-10-2021

Date

DIR Registration Number (If Applicable)

EXHIBIT A

Scope of Services

Description of the Project:

WeHOPE Inc. will implement Dignity on Wheels to provide mobile shower, laundry, and case management services to homeless and unsheltered persons in Milpitas. Operating one day per week at a single site in Milpitas, WeHOPE Inc. will provide drop-in shower services for up to 42 clients and drop-in laundry services of up to 16 single loads of laundry per four-hour session. WeHOPE Inc. commits to provide twenty-six sessions under this agreement. Each session will consist of one six-hour session in either the morning or afternoon hours. Clients will be served for four hours during each session as there will be two hours dedicated for set-up and shut-down.

Clients requesting a shower will receive a provisional towel and bathmat, which must be returned after use. Shower clients will be offered hygiene kits, which may include socks, toothbrush, toothpaste, deodorant, lotion, mouthwash or other grooming items. Clients who are also requesting laundry service will be offered a pair of sweatpants and t-shirt as needed, which should be returned. Clients will have the opportunity to meet with WeHOPE staff to assess unmet needs and access community resources.

WeHOPE staff will manage the Dignity on Wheels service and oversee the following:

- a. Formulating goals and objectives,
- b. Establishing personnel policies,
- c. Overseeing the daily operation of each Dignity on Wheels' event, including without limiting, facility usage, and
- d. Respectfully directing all staff and volunteers working at a Dignity on Wheels event, including those staff and/or volunteers of the host site.

Activity #1: Provide shower services to homeless individuals

WeHOPE will provide access to hot water showers to homeless individuals. Clients are provided 15 minutes in the shower room, with seven minutes of shower time. Towels, hygiene kits, flip flops, and a change of clothes will be provided as needed.

Activity #2: Provide laundry services to homeless individuals

WeHOPE will provide laundry services to homeless individuals. WeHOPE will provide client with laundry bag, which clients fill and return to WeHOPE staff. Staff will launder the clothing and return it to the client. A change of clothes will be provided as needed.

Activity #3: Provide community resources and referrals to homeless individuals

WeHOPE will provide community resources and referrals to homeless individuals who desire to be connected to services and case management. WeHOPE will provide clients who are not already connected with individualized support to connect them with resources they need.

Program Support from City Staff:

CITY will identify an appropriate location, promote the program, coordinate the service with Santa Clara County unhoused outreach and assessment efforts, communicate regularly with WeHOPE Inc. staff, review reports provided by WeHOPE, process payments, and be on call during the session to ensure proper access to water, sewer, and electric utilities.

Cost Reimbursement:

CITY will provide a one-time payment at the start of the contract in the amount of \$10,686 to cover expenses for thirteen sessions (approximately three months). Within 15 days from the end of each month during the term of this AGREEMENT, WeHOPE will submit backup documentation for costs incurred in the prior month. Upon receipt of complete backup documentation, CITY will provide funds for the next month's expenditures. WeHOPE will report expenditures to the CITY, under provisions as set forth in Exhibit B.

Reporting:

Project objectives and outcomes will be measured on a quarterly basis as detailed in Exhibit C.

Additional Provisions:

WeHOPE will enter data into Homeless Management Information System (HMIS) only for clients working individually with WeHOPE staff (specifically providing clients with community resources and referrals).

EXHIBIT B**Schedule of Charges/Payments**

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

EXHIBIT C

Activity Schedule

Project objectives and outcomes will be measured on a quarterly basis and should include, at a minimum, the following:

- Number of sessions provided per quarter.
- Number of showers provided each session.
- Number of laundry loads provided each session.
- Number of total unduplicated clients served to date.
- Number of clients who utilized DOW referral services.

Consultant will submit a Quarterly Performance Report for the following periods:

Report #1: 90 days after the first session

Report #2: Additional reports to follow quarterly

If the contract is extended, activities and outputs will be tracked and reported quarterly.

Quarterly Performance Reports are due by Consultant 10 business days at the conclusion of each quarter. If the contract is extended beyond the initial 6-month term, an annual performance report will be due at the end of one year or the end of the contract term, whichever comes first.

EXHIBIT “D”**INSURANCE REQUIREMENTS**

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

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

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

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

Commercial General Liability (CGL):

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

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

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

Automobile Liability:

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

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

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

Professional Liability (Errors and Omissions):

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

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

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

Workers' Compensation Insurance:

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

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

Builder's Risk (Course of Construction):

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

Contractor's or Consultant's Pollution Legal Liability:

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

If the Contractor or Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor or Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Cyber Liability Insurance

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

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

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

Surety Bonds:

Contractor shall provide the following Surety Bonds:

____ Bid Bond
 ____ Performance Bond
 ____ Payment Bond

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

Other Insurance Provisions:

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

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

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

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

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

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

Notice of Cancellation, Suspension or Otherwise Voiding Policies:

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

___ **Waiver of Subrogation:**

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

___ **Completed Operations**

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

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

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

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

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

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

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

Acceptability of Insurers:

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

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

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

Subcontractors:

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

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

Verification of Coverage:

Contractor or Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor or Consultant’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

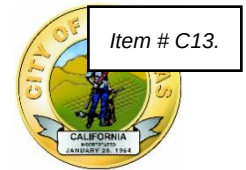
City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

Failure to Comply:

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

Applicability of Coverage:

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



**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
WITH
WEHOPE INC.
FOR
MOBILE SHOWER, LAUNDRY, AND CASE MANAGEMENT SERVICES FOR
UNHOUSED RESIDENTS**

This Amendment No. 1 is entered on September 24, 2021 (effective date), by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "City"), and **WeHOPE Inc.**, a non-profit corporation (hereafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Amendment No. 1.

RECITALS

WHEREAS, on February 12, 2021, the Parties entered into a Professional Services Agreement for Mobile Shower, Laundry, And Case Management Services For Unhoused Residents (the "Agreement") with a compensation amount not to exceed \$21,372.00, and a term period of February 12, 2021 to the completion of twenty-six sessions of services provided; and

WHEREAS, the Parties now desire to amend the Agreement by extending the term period expiration date to September 25, 2022 and increase the Agreement not-to-exceed amount by \$50,180.00 to allow for fifty-two additional sessions of services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the Parties agree to amend the Agreement as follows:

1. Section 2 Compensation paragraph "b" is hereby amended to read as follows:

"In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **Seventy-One Thousand Five-Hundred Fifty-Two Dollars and Zero Cents (\$71,552.00)**. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within thirty (30) days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis

2. Section 5 Time of Performance is hereby amended to read as follows:

"The term of this Agreement shall be from **February 12, 2021 to September 25, 2022**, unless earlier terminated as provided herein. The City reserves the right to review the Contractor's performance at the end of each year and cancel all or part of the Agreement. Specific milestones for performance are included in the "Activity Schedule" attached as Exhibit C (Revised September 2021).

3. Exhibit A is hereby deleted and replaced in its entirety by Exhibit A – Scope of Services (Revised September 2021), attached hereto and incorporated herein by this reference.

4. Exhibit B is hereby deleted and replaced in its entirety by Exhibit B – Schedule of Charges/Payments (Revised September 2021), attached hereto and incorporated herein by this reference.
5. Exhibit C is hereby deleted and replaced in its entirety by Exhibit C – Activity (Revised September 2021), attached hereto and incorporated herein by this reference.
6. All other provisions of the Agreement not amended by this Amendment No. 1 shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 as of the date first written above.

**SIGNATURE PAGE TO AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
WITH
WEHOPE INC.
FOR
MOBILE SHOWER, LAUNDRY, AND CASE MANAGEMENT SERVICES FOR
UNHOUSED RESIDENTS**

CITY OF MILPITAS

Approved By:

DocuSigned by:

Ashwini Kantak

DCF42D4A9C804E4

Steven G. McHarris, City Manager

oct-04-2021

Date

Approved As To Form:

DocuSigned by:

Christopher J. Diaz

19F363A9B91F3046B

Christopher J. Diaz, City Attorney

Approved:

DocuSigned by:

Lauren Lai

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Lauren Lai, CPA, MPA

Risk Manager/Director of Finance

Approved as to Content:

DocuSigned by:

Sharon Goel

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Sharon Goel

Director of Building Safety and Housing

WEHOPE INC.

DocuSigned by:

TJ Clark

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Signature

TJ Clark

Name

Director of Mobile Homeless Services

Title

Sep-23-2021

Date

EXHIBIT A**Scope of Services (Revised September 2021)**Description of the Project:

WeHOPE Inc. will implement Dignity on Wheels to provide mobile shower, laundry, and case management services to homeless and unsheltered persons in Milpitas. Operating one day per calendar week at a single site in Milpitas, WeHOPE Inc. will provide drop-in shower services for up to forty-two (42) clients and drop-in laundry services of up to sixteen (16) single loads of laundry per four-hour session. Each session will consist of one six-hour session in either the morning or afternoon hours. Clients will be served for four hours during each session as there will be two hours dedicated for set-up and shutdown.

Clients requesting a shower will receive a provisional towel and bathmat, which must be returned after use. Shower clients will be offered hygiene kits, which may include socks, toothbrush, toothpaste, deodorant, lotion, mouthwash or other grooming items. Clients who are also requesting laundry service will be offered a pair of sweatpants and t-shirt as needed, which should be returned. Clients will have the opportunity to meet with WeHOPE staff to assess unmet needs and access community resources.

WeHOPE staff will manage the Dignity on Wheels service and oversee the following:

- a. Formulating goals and objectives,
- b. Establishing personnel policies,
- c. Overseeing the daily operation of each Dignity on Wheels' event, including without limiting, facility usage, and
- d. Respectfully directing all staff and volunteers working at a Dignity on Wheels event, including those staff and/or volunteers of the host site.

Activity #1: Provide shower services to homeless individuals

WeHOPE will provide access to hot water showers to homeless individuals. Clients are provided 15 minutes in the shower room, with seven minutes of shower time. Towels, hygiene kits, flip flops, and a change of clothes will be provided as needed.

Activity #2: Provide laundry services to homeless individuals

WeHOPE will provide laundry services to homeless individuals. WeHOPE will provide client with laundry bag, which clients fill and return to WeHOPE staff. Staff will launder the clothing and return it to the client. A change of clothes will be provided as needed.

Activity #3: Provide community resources and referrals to homeless individuals

WeHOPE will provide community resources and referrals to homeless individuals who desire to be connected to services and case management. WeHOPE will provide clients who are not already connected with individualized support to connect them with resources they need.

Program Support from City Staff:

CITY will identify an appropriate location, promote the program, coordinate the service with Santa Clara County unhoused outreach and assessment efforts, communicate regularly with WeHOPE Inc. staff, review reports provided by WeHOPE, process payments, and be on call during the session to ensure proper access to water, sewer, and electric utilities.

Reporting:

Project objectives and outcomes will be measured on a quarterly basis as detailed in Exhibit C.

Additional Provisions:

WeHOPE will enter data into Homeless Management Information System (HMIS) only for clients working individually with WeHOPE staff (specifically providing clients with community resources and referrals).

EXHIBIT B**Schedule of Charges/Payments (Revised September 2021)**

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

CITY will provide a one-time payment at the start of the agreement in the amount of Ten Thousand Six Hundred Eighty-Six Dollars and Zero Cents (\$10,686.00) to cover expenses for thirteen (13) sessions (approximately three months). Within fifteen (15) days from the end of each month during the term of this AGREEMENT, WeHOPE will submit backup documentation for costs incurred in the prior month. Upon receipt of complete backup documentation, CITY will provide funds for the next month's expenditures. WeHOPE will report expenditures to the CITY as part of its quarterly and annual reports outlined in Exhibit C.

EXHIBIT C**Activity Schedule (Revised September 2021)**

Project objectives and outcomes will be measured on a quarterly basis and should include, at a minimum, the following:

- Number of sessions provided per quarter.
- Number of showers provided each session.
- Number of laundry loads provided each session.
- Number of total unduplicated clients served to date.
- Number of clients who utilized DOW referral services.

Consultant will submit a Quarterly Performance Report for the following periods:

Report No. 1: Ninety (90) days after the first session

Report No. 2: Additional reports to follow quarterly

Activities and outputs will be tracked and reported quarterly to the City's Project Manager. Quarterly Performance Reports are due by Consultant ten (10) business days at the conclusion of each quarter. An annual performance report will be due at the end of one year or the completion of fifty-two (52) sessions (whichever comes first) and upon the end of the Agreement term.

**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT
WITH
WEHOPE INC.
FOR
MOBILE SHOWER, LAUNDRY, AND CASE MANAGEMENT SERVICES FOR
UNHOUSED RESIDENTS**

This Amendment No. 2 is entered on September 26, 2022 (effective date), by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "City"), and **WeHOPE Inc.**, a non-profit corporation (hereafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Amendment No. 2.

RECITALS

WHEREAS, on February 12, 2021, the Parties entered into a Professional Services Agreement for Mobile Shower, Laundry, And Case Management Services for Unhoused Residents (the "Agreement") with a compensation amount not to exceed \$21,372.00, and a term period of February 12, 2021 to the completion of twenty-six sessions of services provided; and

WHEREAS, on September 24, 2021, the Parties amended the Agreement by extending the term period expiration date to September 25, 2022 and increased the Agreement not-to-exceed amount by \$50,180.00 to allow for fifty-two additional sessions of services; and

WHEREAS, the Parties now desire to amend the Agreement by extending the term period expiration date to January 15, 2023 and increase the Agreement not-to-exceed amount by \$15,000 of which \$4,072 is to allow for five additional sessions of services and \$10,928 is to allow for contingencies and any potential changes to the location of services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the Parties agree to amend the Agreement as follows:

1. Section 2 Compensation paragraph "b" is hereby amended to read as follows:

"Consultant shall be entitled to total payment of **Seventy-Five Thousand Six Hundred and Twenty-Four Dollars and Zero Cents (\$75,624.00)** for service provided unless City agrees, in writing, to exceed this amount as a result of a location change or other contingency. Services shall be provided at a rate of \$822 per session for locations with available utility hook-ups for electrical, water, and sanitary disposal and \$965 per session if no utility hook-ups for electrical, water, and sanitary disposal are available. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **Eighty-Six Thousand Five-Hundred Fifty-Five Dollars and Zero Cents (\$86,552.00)**. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within thirty (30) days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis

2. Section 5 Time of Performance is hereby amended to read as follows:

“The term of this Agreement shall be from **February 12, 2021** to **January 15, 2023**, unless earlier terminated as provided herein. The City reserves the right to review the Contractor’s performance at the end of each year and cancel all or part of the Agreement.

3. All other provisions of the Agreement and Amendment No. 1 not amended by this Amendment No. 2 shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 as of the date first written above.

**SIGNATURE PAGE TO AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT
WITH
WEHOPE INC.
FOR
MOBILE SHOWER, LAUNDRY, AND CASE MANAGEMENT SERVICES FOR
UNHOUSED RESIDENTS**

CITY OF MILPITAS*Approved By:*_____
Steven G. McHarris, City Manager_____
Date*Approved As To Form:*_____
Michael Mutalipassi, City Attorney*Approved:*_____
Lauren Lai, CPA, MPA
Risk Manager/Director of Finance*Approved as to Content:*_____
Alex Andrade
Economic Development Director**WEHOPE INC.**_____
Signature_____
Name_____
Title_____
Date



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Authorize and Approve Out-of-State Travel to Columbus, OH for City Manager Steve McHarris to Attend the Annual Conference of the International City/County Management Association to be held September 17 – 21, 2022. (Staff contact: Ashwini Kantak, Assistant City Manager, 408-586-3053)
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	9/6/2022
	<u>Recommendation:</u> Authorize and approve out-of-state travel to Columbus, OH for City Manager Steve McHarris to attend the Annual Conference of the International City/County Management Association (ICMA) to be held September 17 – 21, 2022, for an estimated not-to-exceed amount of \$3,500.00 under the approved budget for Conferences/Trainings allocation for the City Manager's Office.

BACKGROUND:

The International City/County Management Association (ICMA) annual conference offers attendees an abundance of education, innovative ideas, information-sharing, and practical strategies for managing local government in today's complex environment while also providing countless opportunities for professional and personal growth and networking. This year's conference will be in Columbus, Ohio from September 17 – 21, 2022.

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 Columbus, OH to represent the City. Attendance at the conference will also offer the City Manager the opportunity to garner additional knowledge from other city and county administrators and to share knowledge with the City Council and City staff. Continued participation and attendance in these types of conferences ensure that the Milpitas community is fully represented at the local, state, and national levels.

The total conference registration fee is \$1,532.00 per attendee. Additional costs will include accommodations for a four-night hotel stay which is estimated at \$1,057.50 (excluding hotel taxes/fees); meals estimated at \$185.00; air travel fee is \$1,120.20; ground transportation, and any other related conference costs. The total estimated cost for the City Manager to attend the conference is approximately \$3,500.00 and will be covered by budgeted amounts in the FY 2022-23 Adopted Budget.

POLICY ALTERNATIVE(S):

Not applicable

FISCAL IMPACT:

The estimated expenses for the conference in Columbus, Ohio are \$3,500.00 (registration, transportation, and hotel). Sufficient funds are available in the City Manager's Office allocation of \$15,000 for the Conferences / Trainings budget to pay for the requested travel expenses.

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.

RECOMMENDATION:

Authorize and approve out-of-state travel to Columbus, OH for City Manager Steve McHarris to attend the Annual Conference of the International City/County Management Association (ICMA) to be held September

– 21, 2022, for an estimated not-to-exceed amount of \$3,500.00 budgeted under Conferences/Trainings allocation for the City Manager's Office.

Attachment(s):

Attachment 1: Draft 2022 International City/County Management Association Annual Conference Schedule

2022 ICMA Annual Conference Agenda

The 2022 ICMA Annual Conference offers education sessions, impactful keynote speakers, a robust exhibit hall, and unique networking opportunities. Specific session details are coming soon, but you can start planning out your experience now with our schedule-at-a-glance below.

Times are listed in Eastern time (ET).

Friday, September 16	
Saturday, September 17	
Sunday, September 18	
Monday, September 19	
Tuesday, September 20	
Wednesday, September 21	

Time	Event
8:00 a.m. – 5:00 p.m.	Assistant's Exchange Program

The 2022 ICMA Annual Conference offers education sessions, impactful keynote speakers, a robust exhibit hall, and unique networking opportunities. Specific session details are coming soon, but you can start planning out your experience now with our schedule-at-a-glance below.

Times are listed in Eastern time (ET).

Friday, September 16	
Saturday, September 17	
Sunday, September 18	
Monday, September 19	
Tuesday, September 20	
Wednesday, September 21	

Time	Event
7:30 a.m. – 5:30 p.m.	Registration
7:30 a.m. – 4:30 p.m.	Host Committee Lounge
8:00 a.m. – 5:00 p.m.	Exhibitor Move-In
8:15 a.m. – 12:45 p.m.	The Art of Assistant Leadership (Parts 1-2)
8:30 a.m. – 12:30 p.m.	ICMA Micro-Certifications Pre-Registration Required
9:00 a.m. – 4:00 p.m.	Mobile Workshops Pre-Registration Required
1:00 p.m. – 4:00 p.m.*	VIP Ohio State Buckeye Football Tailgate Experience *Attendees have the opportunity to stay until 6:00pm. Pre-Registration Required
1:30 p.m. – 5:30 p.m.	ICMA Micro-Certifications Pre-Registration Required
2:00 p.m. – 3:00 p.m.	Education Sessions/Roundtables
3:15 p.m. – 4:15 p.m.	Education Sessions/Roundtables
5:00 p.m. – 7:00 p.m.	National Veterans Memorial and Museum Reception Pre-Registration Required

2022 ICMA Annual Conference Agenda

The 2022 ICMA Annual Conference offers education sessions, impactful keynote speakers, a robust exhibit hall, and unique networking opportunities. Specific session details are coming soon, but you can start planning out your experience now with our schedule-at-a-glance below.

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	<table> <tr> <th>Time</th><th>Event</th></tr> <tr> <td>6:45 a.m. – 7:00 p.m.</td><td>Registration</td></tr> <tr> <td>7:30 a.m. – 4:30 p.m.</td><td>Host Committee Lounge</td></tr> <tr> <td>8:00 a.m. – 1:30 p.m.</td><td>Sporting Events Pre-Registration Required</td></tr> <tr> <td>8:00 a.m. – 9:00 a.m.</td><td>5K Run and Walk Pre-Registration Required</td></tr> <tr> <td>8:00 a.m. – 3:00 p.m.</td><td>Exhibitor Move-In</td></tr> <tr> <td>8:00 a.m. – 9:00 a.m.</td><td>Make The Most Out of Your ICMA Annual Conference Experience</td></tr> <tr> <td>8:15 a.m. – 12:45 p.m.</td><td>The Art of Assistant Leadership (Parts 3-4)</td></tr> <tr> <td>8:30 a.m. – 12:30 p.m.</td><td>ICMA Micro-Certifications Pre-Registration Required</td></tr> <tr> <td>9:15 a.m. – 10:15 a.m.</td><td>Education Sessions/Roundtables</td></tr> <tr> <td>10:30 a.m. – 11:30 a.m.</td><td>Education Sessions/Roundtables</td></tr> <tr> <td>11:00 a.m. – 2:00 p.m.</td><td>Mobile Workshops Pre-Registration Required</td></tr> <tr> <td>11:45 a.m. – 12:45 p.m.</td><td>Education Sessions/Roundtables</td></tr> <tr> <td>11:45 a.m. – 1:15 p.m.</td><td>Equity & Inclusion Leaders Lunch Pre-Registration Required</td></tr> <tr> <td>1:00 p.m. – 2:00 p.m.</td><td>Education Sessions/Roundtables</td></tr> <tr> <td>1:00 p.m. – 2:00 p.m.</td><td>Regional Meetings</td></tr> <tr> <td>2:30 p.m. – 4:30 p.m.</td><td>Opening General Session</td></tr> <tr> <td>4:30 p.m. – 6:30 p.m.</td><td>Exhibit Hall Grand Opening Reception (EXCLUSIVE HALL HOURS)</td></tr> <tr> <td>5:00 p.m. – 6:00 p.m.</td><td>Student Happy Hour</td></tr> <tr> <td>6:30 p.m.</td><td>Open for Exhibitor/Sponsor/Affiliate Events</td></tr> </table>	Time	Event	6:45 a.m. – 7:00 p.m.	Registration	7:30 a.m. – 4:30 p.m.	Host Committee Lounge	8:00 a.m. – 1:30 p.m.	Sporting Events Pre-Registration Required	8:00 a.m. – 9:00 a.m.	5K Run and Walk Pre-Registration Required	8:00 a.m. – 3:00 p.m.	Exhibitor Move-In	8:00 a.m. – 9:00 a.m.	Make The Most Out of Your ICMA Annual Conference Experience	8:15 a.m. – 12:45 p.m.	The Art of Assistant Leadership (Parts 3-4)	8:30 a.m. – 12:30 p.m.	ICMA Micro-Certifications Pre-Registration Required	9:15 a.m. – 10:15 a.m.	Education Sessions/Roundtables	10:30 a.m. – 11:30 a.m.	Education Sessions/Roundtables	11:00 a.m. – 2:00 p.m.	Mobile Workshops Pre-Registration Required	11:45 a.m. – 12:45 p.m.	Education Sessions/Roundtables	11:45 a.m. – 1:15 p.m.	Equity & Inclusion Leaders Lunch Pre-Registration Required	1:00 p.m. – 2:00 p.m.	Education Sessions/Roundtables	1:00 p.m. – 2:00 p.m.	Regional Meetings	2:30 p.m. – 4:30 p.m.	Opening General Session	4:30 p.m. – 6:30 p.m.	Exhibit Hall Grand Opening Reception (EXCLUSIVE HALL HOURS)	5:00 p.m. – 6:00 p.m.	Student Happy Hour	6:30 p.m.	Open for Exhibitor/Sponsor/Affiliate Events
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2022 ICMA Annual Conference Agenda

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Time	Event
7:00 a.m. - 5:30 p.m.	Registration
7:30 a.m. - 4:30 p.m.	Host Committee Lounge
8:30 a.m. - 9:30 a.m.	Education Sessions/Roundtables
9:30 a.m. - 10:15 a.m.	Coffee Break
10:00 a.m. - 11:30 a.m.	General Session
11:30 a.m. - 4:30 p.m.	Exhibit Hall
11:45 a.m. - 1:15 p.m.	Lunch in the Exhibit Hall (EXCLUSIVE HALL HOURS)
11:45 a.m. - 1:15 p.m.	SheLeadsGov Luncheon Pre-Registration Required
11:45 a.m. - 5:00 p.m.	Mobile Workshops Pre-Registration Required
12:30 p.m. - 2:30 p.m.	ICreaMA at the Zencity Beach Club - Booth 401
1:15 p.m. - 2:15 p.m.	Education Sessions/Roundtables
2:30 p.m. - 3:00 p.m.	Exhibit Hall Refreshment Break
3:45 p.m. - 4:45 p.m.	Education Sessions/Roundtables
4:45 p.m. - 6:30 p.m.	CivicPRIDE Mixer: A Coming Out Party!
5:00 p.m. - 6:00 p.m.	Celebration of Service Reception - INVITATION ONLY
5:00 p.m.	State/Affiliate/Alumni Receptions; Open for Exhibitor/Sponsor Events



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Review the Proposed Youth Sports Scholarship Program City Council Policy and Provide Feedback to Staff (Staff Contact: Renee Lorentzen, Director of Recreation and Community Services, 408-586-3409)
Category:	Community Services and Sustainable Infrastructure
Meeting Date:	9/6/2022
	<u>Recommendation:</u> Review the Proposed Youth Sports Scholarship Program City Council Policy and Provide Feedback to Staff

BACKGROUND:

At the June 7, 2022 City Council meeting, City Council appropriated \$20,000 one-time for a new Youth Sports Scholarship Program, which would allow low income families in Milpitas to afford participating in organized sports, as part of approval of the FY 2022-23 Adopted Budget. Further, at Vice Mayor Carmen Montano's request, staff was directed to bring back for Council consideration a framework the scholarship program.

ANALYSIS:

Based on past programs offered through the Parks, Recreation and Cultural Resources Commission and scholarship programs offered similarly through other cities such as the City of Santa Clara, staff developed the draft Youth Sport Scholarship Program City Council Policy (see attached).

The Purpose of the Youth Sports Scholarship Program Policy is as follows:

- 1.1. The City of Milpitas believes that the enjoyment of sports by youth in Milpitas is important to the wellbeing of its youth and to the overall enrichment of the community.
- 1.2. The purpose of Youth Sports Scholarship Program is to
 - 1.2.1. allow low-income Milpitas resident youth athletes, who are enrolled in a Milpitas youth sports organization to submit a request for funding assistance from the City.
 - 1.2.2. establish a standardized process to award scholarships to qualifying youth athletes for athletic activity enrollment fees and uniforms and/or equipment.

The Policy statements, as outlined below, provide guidance to staff on scholarship applicant eligibility. In addition to a timely and complete application, the applicant must demonstrate the following:

1. Applicant must reside in Milpitas and be enrolled in a Milpitas school
2. Applicant household income must qualify for the City of Milpitas, Milpitas Assistance Program (MAP)
3. Applicant must be enrolled or enrolling in a new season with a youth sport organization operating within the City of Milpitas with 51% or greater Milpitas residents.
4. Applicant's youth sport organization of choice must conduct business in compliance with the non-discrimination requirements of the City, State and Federal government, and must not to participate in any process that discriminates based on sex, race, color, national origin, or religion.
5. Applicant can request funds to assist with participation in an amateur athlete group.

The Policy statements, as outlined below, provide guidance to staff on the scholarship applicant responsibilities.

The applicant must agree to and submit the following supplemental information with their application:

1. Three (3) proofs of residency:
 - a. Valid Driver's License (parent and/or legal guardian)

- b. Proof of enrollment in a Milpitas School for the current school year
- c. Statement showing Parent or legal guardian's name and Milpitas address. Acceptable forms of mail include Bank, Credit Card, Insurance (sensitive information should be redacted)
- 2. One (1) of the following type documents to qualify for MAP:
 - a. Proof of enrollment in PG&E Cares Program
 - b. Proof of enrollment in Free or Reduced Lunch Program at MUSD
 - c. Household Income Tax Information
- 3. Provide proof of all fees related to the Scholarship Request.
- 4. Provide proof of enrollment and/or equipment purchase receipts related to the expenditure of scholarship funds upon completion of season or activity.
- 5. Complete all required tax forms related to scholarship award distribution.
- 6. Return any unused or misused funds back to the City of Milpitas.

The draft Policy identifies scholarship funding categories as:

- 1. Regular League Season Enrollment Fees
- 2. Competitive League Enrollment Fees
- 3. Special Tournament, or Event Enrollment Fees (beyond the normal spectrum or league play)
- 4. Uniforms and/or Equipment

Subject to annual appropriation of funds, the draft Policy identifies scholarship award limits at \$500 per player in a fiscal year. With the current year appropriation of \$20,000, the City will be able to assist at minimum 40 youth athletes.

Finally, the attached draft policy, based on the purpose, policy statements, and certain definitions, the scholarship program process is detailed including determining eligibility, application process, enrollment fee payment(s), and uniform and equipment cost reimbursement.

Next Steps:

Staff will return to the City Council in October with the final Youth Sports Scholarship Program Policy for approval. Upon final approval of the Policy in October, implementation of the program will start in November.

Fiscal Impact:

At the June 7, 2022 City Council meeting, City Council appropriated \$20,000 one-time for a new Youth Sports Scholarship Program as part of approval of the FY 2022-23 Adopted Budget. Funding for subsequent fiscal years will require Council action as part of the development and approval of future budgets.

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):

Review the Proposed Youth Sports Scholarship Program City Council Policy and Provide Feedback to Staff

Attachment:

Draft Youth Sport Scholarship Program City Council Policy



CITY OF MILPITAS

Revision	Date

CITY COUNCIL POLICY

Policy No: Click or tap here to enter text.	Youth Sports Scholarship Program	Effective Date: Click or tap to enter a date.
Revision No: Click or tap here to enter text.	Policy Administrator: Recreation and Community Services	Next Review Due: Click or tap to enter a date.
Related Policies and Procedures: Click or tap here to enter text.	Approved by: City Council	Date Approved: Click or tap to enter a date.

1. **PURPOSE**

- 1.1. The City of Milpitas believes that the enjoyment of sports by youth in Milpitas is important to the wellbeing of its youth and to the overall enrichment of the community.
- 1.2. The purpose of Youth Sports Scholarship Program is to
 - 1.2.1. allow low-income Milpitas resident youth athletes, who are enrolled in a Milpitas youth sports organization to submit a request for funding assistance from the City.
 - 1.2.2. establish a standardized process to award scholarships to qualifying youth athletes for athletic activity enrollment fees and uniforms and/or equipment.

2. **POLICY**

- 2.1. Annually, and subject to availability of funds, the City Council shall establish scholarship program appropriation(s) as part of the regular City Fiscal Year Budget process.
- 2.2. Youth Sports Scholarships shall not exceed \$500 per applicant, per fiscal year.
- 2.3. Youth Sports Scholarships will fund athlete costs associated with:
 - 2.3.1. Regular League Season Enrollment Fees
 - 2.3.2. Competitive League Enrollment Fees
 - 2.3.3. Special Tournament or Event Enrollment Fees (beyond the normal league play)
 - 2.3.4. Required Uniforms and/or Equipment Purchases
- 2.4. To receive scholarship funds, applications must be submitted at least thirty (30) days before the planned League enrollment date(s),
- 2.5. Applications are evaluated by the Director of Recreation and Community Services' Office or their designee on a case-by-case and "first come-first served" basis, throughout the fiscal year. Applicants are encouraged to submit their applications at the beginning of the fiscal year, for events or activities occurring at any time during that fiscal year, to maximize opportunity for availability of funds.
- 2.6. The Director of Recreation and Community Services' Office or their designee shall approve or deny an applicant's request based upon the eligibility criteria set forth below, and subject to funding availability as approved by the City Council through the adoption of the annual budget.
- 2.7. In all cases, the City reserves the right to reject any and all applications in the event the Director

of Recreation and Community Services' Office identifies a potential conflict of interest or the appearance of a conflict of interest. Submission of an application in no way obligates the City to award a grant and the City reserves the right to reject any or all applications, wholly or in part, at any time, without penalty.

3. DEFINITIONS

- 3.1. A Milpitas resident youth is defined as a person aged 18 years and younger, currently enrolled in grades pre-k through 12th grade, that live in Milpitas.
- 3.2. An amateur athlete group is defined as a group which does not receive financial compensation or prize money for their participation in any athletic event.

4. PROCEDURE

- 4.1. Eligibility: In addition to a timely and complete application, the applicant must demonstrate the following:
 - 4.1.1. Applicant must reside in Milpitas and be enrolled in a Milpitas school
 - 4.1.2. Applicant household income must qualify for the City of Milpitas, Milpitas Assistance Program (MAP)
 - 4.1.3. Applicant must be enrolled or enrolling in a new season with a youth sport organization operating within the City of Milpitas with 51% or greater Milpitas residents.
 - 4.1.4. Applicant's youth sport organization of choice must conduct business in compliance with the non-discrimination requirements of the City, State and Federal government, and must not to participate in any process that discriminates based on sex, race, color, national origin, or religion.
 - 4.1.5. Applicant can request funds to assist with participation in an amateur athlete group.
- 4.2. Applicant Responsibilities: The applicant must agree to and submit the following supplemental information with their application:
 - 4.2.1. Three (3) proofs of residency:
 - Valid Driver's License (parent and/or legal guardian)
 - Proof of enrollment in a Milpitas School for the current school year
 - Statement showing Parent or legal guardian's name and Milpitas address. Acceptable forms of mail include Bank, Credit Card, Insurance (sensitive information should be redacted)
 - 4.2.2. One (1) of the following type documents to qualify for MAP:
 - Proof of enrollment in PG&E Cares Program
 - Proof of enrollment in Free or Reduced Lunch Program at MUSD
 - Household Income Tax Information
 - 4.2.3. Provide proof of all fees related to the Scholarship Request.
 - 4.2.4. Provide proof of enrollment and/or equipment purchase receipts related to the expenditure of scholarship funds upon completion of season or activity.
 - 4.2.5. Complete all required tax forms related to scholarship award distribution.
 - 4.2.6. Return any unused or misused funds back to the City of Milpitas.
- 4.3. Application Process
 - 4.3.1. Applicants submit timely and complete scholarship applications with all supplemental information to the Director of Recreation and Community Services (Director) or their designee via an online Scholarship [Application](#).
 - 4.3.2. Only complete scholarship applications with required supplemental information will be reviewed. Incomplete applications will be denied and must be resubmitted.
 - 4.3.3. Applicants must submit an individual application for each youth athlete in an applying household, per sport.

- 4.3.4. Director or their designee's Office will review application(s) for compliance with eligibility criteria and availability of funds.
- 4.3.5. Director or their designee may seek additional information from applicant as necessary.
- 4.3.6. If an application is approved then the approved application will be marked accordingly and shall be transmitted to the applicant with additional instructions, if any.
- 4.3.7. If an application is not approved by the Director or their designee's Office, the applicant will be notified in writing.
- 4.3.8. If the applicant has received a scholarship for enrollment fees, fees will be paid directly to the sport organization from the City.
- 4.3.9. If the applicant has received a scholarship for uniforms and/or equipment, the scholarship program staff will:
 - 4.3.9.1 Reimburse the applicant upon applicant purchase and provision of receipts; or
 - 4.3.9.2 Pay fees directly to the sport organization selling uniforms and/or equipment; or
 - 4.3.9.3 Purchase directly for the applicant via provided online store link(s).
 - 4.3.9.4 Staff shall report any distributions in accordance with applicable tax law.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Appoint Members to the Convention on the Elimination of All Forms of Discrimination Against Women (CEDAW) Community Task Force (Staff Contact: Walter Rossmann, Deputy City Manager, 408-586-3012)
Category:	Leadership and Support Services
Meeting Date:	9/6/2022
	<u>Recommendation:</u> 1) Approve the appointment of four (4) CEDAW Task Force members 2) Consider Mayor's appointment of a City Councilmember to the CEDAW Task Force and move to confirm the appointment

Background:

The Convention on the Elimination of All Forms of Discrimination Against Women (CEDAW), an international human rights treaty, provides a universal definition of discrimination against women and brings attention to a range of issues concerning women's human rights. Countries that ratify CEDAW are mandated to condemn all forms of discrimination against women and girls and to ensure equality for women and girls in the civil, political, economic, social and cultural arenas. The United Nations General Assembly adopted CEDAW in 1979 and President Carter signed the treaty on behalf of the United States in 1980, but the United States Senate has not yet ratified CEDAW. Since 1995, state and local jurisdictions have stepped up and passed resolutions in support of CEDAW. Some have implemented ordinances establishing CEDAW principles as law. In 2014, municipalities across the nation began signing onto the Cities for CEDAW Initiative, pledging to step up where the federal government has failed and implement the principles of CEDAW at the local level.

The City of Milpitas passed Resolution No. 8973 on May 19, 2020, in support of CEDAW, and on June 16, 2020, adopted Ordinance No. 306 which directed the establishment of a community Task Force to implement the principles of CEDAW in the Milpitas community at large.

In preparation for the formation of the Task Force, City Staff applied for and was awarded \$25,000 from the California Commission on the Status of Women and Girls "Women's Recovery Response", for staff support to form the new Task Force for 6 months.

Per the City Council approved City Commissioner Handbook, the description and role of Ad Hoc, Citizen Task Forces, and Committees is as follows:

"From time to time, as needs arise, the Milpitas City Council may choose to appoint residents to serve on ad hoc advisory bodies. Examples have included the Citizens Budget Task Force, Campaign Finance Reform Committee 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."

Analysis:

The City of Milpitas passed Resolution No. 8973 on May 19, 2020, in support of CEDAW, and on June 16, 2020, adopted Ordinance No. 306 which directed the establishment of a community Task Force to implement the principles of CEDAW in the Milpitas community at large.

Per Ordinance No. 306 the Task Force members shall represent the community at large and the composition of the Task Force shall at a minimum, include the following:

- One member with subject matter expertise in Economic Development
- One member with subject matter expertise in Violence Against Women and Girls
- One member with subject matter expertise in Healthcare
- One youth liaison member from the club “Girl Up” from the Milpitas High School
- One Council Liaison (to be appointed by the Mayor with concurrence of the Council)
- One Staff Liaison (to be appointed by the City Manager)

Staff reached out to several non-profit organizations, social services and healthcare organizations, and the Milpitas Unified School District, to receive task force member application forms. Staff received seven (7) applications for the four (4) community member task force seats.

Considering the designated applicant representative areas, the following applicants are recommended for further consideration for the CEDAW Task Force:

Applicant Name	Applicant Title	Applicant Organization	Proposed Task Force Representative Seat
Vicky Ly	ASB President	Girl UP Club – MHS	Youth Liaison – Girl UP
Zakia Afrin	Board Member	Maitri – Domestic Violence Victims’ Advocacy	Violence Against Women and Girls
Giuliana Brahim	Adult Education Principal	Milpitas Unified School District	Economic Development
Dr. Swatisikta	Physician	Healthcare Practice	Healthcare

Per Ordinance No. 306 seats, the Task Force has one (1) Council Liaison (to be appointed by the Mayor with concurrence of the Council), and one (1) Staff Liaison (to be appointed by the City Manager).

The City Manager has appointed Ashwini Kantak, Assistant City Manager, as the City Staff Liaison.

Consistent with the City Council approved Commissioner Handbook and current practice for other City Task Force’s, the CEDAW Community Task Force and its members would be subject to the Brown Act or Open Meetings law found in the California Government Code section 54950 et seq. Should discussion items or initiatives need voting or consensus, similar to City Commissions, City Council Liaisons and Staff Liaisons do not participate, but help guide and/or inform the discussion as needed.

Fiscal Impact:

There is no fiscal impact with this item appointment of members to the CEDAW Community Task Force.

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):

1. Approve the appointment of four (4) CEDAW Task Force members
2. Consider Mayor’s appointment of a City Councilmember to the CEDAW Task Force and move to confirm the appointment

Attachment:

1. California Commission on the Status of Women and Girls “Women’s Recovery Response”
2. CEDAW Task Force Applications

Women's Recovery Response: Grant Funding Opportunity

APPLICATION



www.women.ca.gov

grants@women.ca.gov

WOMEN'S RECOVERY RESPONSE: GRANT FUNDING OPPORTUNITY

Application Release Date: January 10, 2022

Purpose of Solicitation

The California Commission on the Status of Women and Girls (CCSWG) is soliciting applications for the Women's Recovery Response Grant Program to support the existing and emerging needs of women in California who have been disproportionately impacted by the COVID-19 pandemic. This Grant Funding Opportunity (GFO) solicitation provides detailed information and forms necessary to prepare a proposal for CCSWG grant funds. This is the first round of grant funds administered by the Commission is available on a rolling basis through fiscal year 2021-2022.

About the California Commission on the Status of Women and Girls

For more than 50 years, the California Commission on the Status of Women and Girls has identified and worked to eliminate inequities in state laws, practices, and conditions that affect California's women and girls. Established as a state agency with 17 appointed commissioners in 1965, the Commission regularly assesses gender equity in health, safety, employment, education, and equal representation in the military, and the media. The Commission provides leadership through research, policy and program development, education, outreach and collaboration, advocacy, and strategic partnerships.

Eligibility

Eligible applicants must be one of the following:

- A. Local women's commission established with a city or county government.
- B. Local government entity for the purpose of establishing new commissions and/or other grant funded activities that support and align with the mission of women and girl's commissions.
- C. Statewide or local nonprofit¹ with an established history of programming and/or services that support and align with the mission of women and girl's commissions.

Availability

Applicants may apply for funds totaling \$25,000 up to \$250,000 based on the funding category for which they are applying. Based on availability of funds, CCSWG may choose to exceed or restrict the maximum amount for awards. The period of performance for projects funded will be 12 months, with an anticipated start date of March 1, 2022.

Submission Deadline

Completed grant applications must be submitted by 4:00 p.m. PST on Friday, February 4, 2022 using the online portal at <https://women.ca.gov/womens-recovery-response/>

Grant Award Performance Period

March 1, 2022 – February 28, 2023 (Final reporting due to CCSWG by March 1, 2023)

Contact Information

Questions concerning this GFO, the proposal process, or programmatic issues must be submitted in writing by email to: grants@women.ca.gov. Please do not submit questions to individual staff or Commissioners as these will not be answered.

¹ "Non-profit organization" means an organization qualified to do business in California and qualified under Section 501(c)(3) of Title 26 of the United States Code.

I. OVERVIEW

As the state entity tasked with assessing gender equity in multiple issue areas including health, safety, employment, education, and others, the California Commission on the Status of Women and Girls is uniquely positioned to support local commissions and the direct service providers they work with to ensure that women's needs are focused on statewide recovery efforts. The Budget Act of 2021 (Senate Bill 129) established the Women's Recovery Response to provide local assistance with \$5 million in one-time funds. The investment will insert structural support and resources into the network of local commissions while the California Commission continues to act as a statewide convener, facilitator, and oversight administrator. Funds will support:

- 1) **Existing local women's commissions** by engaging and strengthens existing local women's commissions to ultimately inform the development of a future statewide Women's Economic Recovery Blueprint.
- 2) **Development of new local commissions at the city and county level** to increase diverse representation of all women's voices throughout California.
- 3) **Increase resources for community-based organizations** providing direct services to support immediate needs for women through an economic security lens that ultimately support and align with the mission of women and girl's commissions.

The goal of this Grant Funding Opportunity is to build a more direct system of support for women in communities across the state by strengthening the existing network of local commissions, growing diverse representation of all women's voices through the establishment of new local commissions, and provide immediate relief to women by increasing resources for direct service providers to support the economic recovery of women and the economic circumstances of girls.

As we grapple with the long-term consequences and persistent challenges of this pandemic, it is imperative that women across the state, in all industries and localities, receive the support they need. The California Commission on the Status of Women and Girls is committed to leading the work to understand the impact of COVID-19 on women and families and ensuring that they are represented. This funding and the commitment from those who championed it is a key element of rebuilding in the wake of the pandemic. The California Commission on the Status of Women and Girls is proud to take this critical step toward equitable recovery statewide.

Current Geographic Distribution of Local Women's Commissions in California

Item # 16.



Purple represents counties operating local women commissions.

Listed cities represent cities operating local women commission which also reside within purple counties.

II. PROGRAM REQUIREMENTS

This grant is governed by and shall be interpreted in accordance with the laws of the State of California.

A. Conflict of Interest

All participants are subject to State conflict-of-interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the proposal being rejected and any agreement being declared void. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411.

Pursuant to conflict of interest laws, individuals working on behalf of a funding recipient (grantee) may be required to file a Statement of Economic Interests (Form 700). You may review filing requirements at: <https://www.fppc.ca.gov>.

B. Confidentiality

Applicants should be aware that when submitting a proposal to the State, they will waive their rights to the confidentiality of the contents of the proposal. Once a decision on an application has been made by DWR, the proposal is subject to disclosure pursuant to the California Public Records Act (Gov. Code, § 6250 et seq.).

C. Labor Code Compliance

As part of the funding agreement, the funding recipient shall agree to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from the funding agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>.

III. APPLICANT INFORMATION

A. Legal applicant

Please provide the required information for the legal applicant organization

Name of Organization City of Milpitas
Title of Proposal Advancing Women in Milpitas
Type of Organization Local Government City Commission
Primary Contact [First and Last Name] Ashwini Kantak
Address, City, State and Zip Code 455 East Calaveras Blvd. Milpitas, CA 95035
Phone 408-586-3053
Email akantak@ci.milpitas.ca.gov

*By entering your information, you agree to be entered into our database and received future communication from CCSWG.

B. Communities

Please identify the current footprint of cities and counties your organization serves.

COUNTIES	CITIES
Santa Clara	City of Milpitas
Enter the county name.	Enter the city name.
Enter the county name.	Enter the city name.
Enter the county name.	Enter the city name.

C. How long (in years and/or months) has the applicant organization been in existence?

68 Years

D. Please select if the applicant organization received any grants from:

- ☒ State of California
- ☒ Federal Government
- ☒ City and/or County
- ☒ Other
- ☐ Applicant organization has not received any grants

Please list name of the grant program(s) awarded here

See attached separate document.

E. Has the applicant organization ever been convicted of violating federal criminal law involving fraud, bribery, or gratuity violations?

- ☐ Yes
- ☒ No

F. Does the applicant organization have a current lawsuit filed against them or previously had a lawsuit filed against them in the last five (5) years?

- ☒ Yes
- ☐ No

G. How many times in the past five (5) years has the applicant organization received an audit and/or monitoring finding(s)?

- ☒ The applicant organization has not received an audit finding in the past five years
- ☐ 1-3 findings
- ☐ 4-6 findings
- ☐ 7+ findings

H. Does your accounting system identify and track expenditures and receipt of program funds?

- ☒ Yes
- ☐ No

If you selected "no," please briefly explain how your organization would track grant expenditures.

If you selected "no," please briefly explain how your organization would track grant expenditures.

IV. FUNDING CATEGORIES

A. Awarded Activities

CCSWG solicits proposals for projects that accelerate women's economic recovery from the impact of COVID-19. Grant funds will support activities intended to increase engagement/representation and improve economic security for women and girls. Applicants can apply for any or all the funding categories with one exception: Proposals to establish new local commissions can only apply for Capacity Building funds and no other category. Please select all areas of funding you are applying for:

☒ **Capacity Building [\$25,000 - \$50,000]**

Strengthen an existing organization's systems and operations; establish a new local commission (city or county); and may involve human capacity, developmental skill-building, or structural sustainability to improve ability to serve intended target audience of local women and girls.

Describe the needs of your community, the history and purpose of the organization and how additional funding will support the organization's ability to serve the identified target audience. Describe how the organization has served or intends to serve those most impacted communities affected by Covid-19 and how your proposal support and align with the mission of women and girl's commissions. Describe how impact was measured and of success achieved, and how you propose to increase impact on the most affected populations of women and girls with this funding [Max 1,500 words].

Established in 1954, Milpitas is a general law city with a Council-Manager form of government. Milpitas is located at the southern end of San Francisco Bay and is an integral part of Silicon Valley. Milpitas is a progressive community with a diverse population of over 80,000. It is a full-service city with water utility, sewer utility, police and fire services. The City Council has established the following seven priority areas of service and policy: public safety, environment, transportation and transit, economic development and job growth, neighborhoods and housing, community wellness and open space, and governance and administration.

During the COVID-19 pandemic, the City of Milpitas has taken many actions to assist the community including small business grant programs, a rent relief program, several services for the unhoused, and programs to help vulnerable sections of the community such as domestic violence victims, at risk youth and the LGBTQ+ community.

[The Convention on the Elimination of All Forms of Discrimination against Women \(CEDAW\)](#), adopted in 1979 by the UN General Assembly, defines what constitutes discrimination against women and brings attention to a range of issues concerning women's human rights. President Carter signed the treaty on behalf of the United States in 1980, but the United States Senate has not yet ratified CEDAW. Since 1995, state and local jurisdictions have stepped up and passed resolutions in support of CEDAW. Some have implemented ordinances establishing CEDAW principles as law. In 2014, municipalities across the nation began signing onto the Cities for CEDAW Initiative, pledging to step up where the federal government has failed and implement the principles of CEDAW at the local level.

The Convention defines discrimination against women as "...any distinction, exclusion or restriction made on the basis of sex which has the effect or purpose of impairing or nullifying the recognition, enjoyment or exercise by women, irrespective of their marital status, on a basis of equality of men

and women, of human rights and fundamental freedoms in the political, economic, social, cultural, civil or any other field."

On May 19, 2020, the City of Milpitas passed Resolution No. 8973 in support of CEDAW. On August 4, 2020, the Milpitas City Council adopted CEDAW principles through Ordinance 306. In implementing CEDAW, the City recognizes the connection between racial discrimination, as articulated in the International Convention on the Elimination of All Forms of Racial Discrimination, and discrimination against women. This means the City would ensure that there would not be discrimination against women in areas including employment practices, allocation of funding and delivery of direct and indirect services.

There remains a need to strengthen local mechanisms, institutions and procedures and to provide adequate resources, commitment and authority to: (1) advise on the impact of all government policies on women and girls; (2) monitor the situation of women comprehensively in recognition of the interconnectedness of discrimination based on gender, race and other social criteria; and (3) help formulate new policies and effectively carry out strategies and measures to eliminate discrimination.

As part of the adoption of Ordinance 306, the Milpitas City Council also directed the establishment of a community Task Force to implement the principles of CEDAW in the Milpitas community at large. The community Task Force will include at least six members, including a staff liaison (to be appointed by the City Manager), a City Council liaison (to be appointed by the Mayor with concurrence of the Council), a youth liaison from the club "Girl UP" from Milpitas High School (selected by members of the club to represent youth in the community), and members with subject-matter expertise in the areas of Economic Development, Violence Against Women and Girls, and Healthcare.

The City community Task Force will assist in the implementation of the principles of CEDAW.

Economic Development

1. The City shall take all appropriate measures to eliminate discrimination against women and girls in the City of Milpitas in employment and other economic opportunities, including, but not limited to, ensuring: (A) The right to the same employment opportunities, including the application of the same criteria for selection in matters of employment and the right to receive access to and vocational training for nontraditional jobs; (B) The right to promotion, job security and all benefits and conditions of service, regardless of parental status, particularly encouraging the appointment of women to decision making posts, City revenue generating and managing commissions and departments, and judicial positions; (C) The right to equal remuneration, including benefits and to equal pay in respect to work of equal value; (D) The right to the protection of health and safety in working conditions, including supporting efforts not to purchase sweatshop goods, regular inspection of work premises, and protection from violent acts at the workplace.
2. The City shall encourage and, where possible, fund the provisions of the necessary supporting social services to enable parents to combine family obligations with work responsibilities and participation in public life, in particular through promoting the establishment and development of a network of childcare facilities, paid family leave, family-friendly policies and work-life balance.
3. The City shall encourage the use of public education and all other available means to urge financial institutions to facilitate women's access to bank accounts, loans, mortgages, and other forms of financial services.

Violence Against Women and Girls

1. The City shall take and diligently pursue all appropriate measures to prevent and redress sexual and domestic violence against women and girls, including, but not limited to: (A) Police enforcement of criminal penalties and civil remedies, when appropriate; (B) Providing appropriate protective and support services for survivors, including counseling and rehabilitation programs; 551 Ordinance No. 306 4 (C) Providing gender-sensitive training of City employees regarding violence against women and girls, where appropriate; and (D) Providing rehabilitation programs for perpetrators of violence against women or girls, where appropriate. The City shall not discriminate on the basis of race, ethnicity, culture, language or sexual orientation, when providing the above supportive services.
2. It shall be the goal of the City to take all necessary measures to protect women and girls from sexual harassment in their places of employment, school, public transportation, and any other places where they may be subject to harassment. Such protection shall include streamlined and rapid investigation of complaints.
3. Prostitutes are especially vulnerable to violence because their legal status tends to marginalize them. It shall be the policy of Milpitas that the Police Department diligently investigate violent attacks against prostitutes and take efforts to establish the level of coercion involved in the prostitution, in particular where there is evidence of trafficking in women and girls. It shall be the goal of the City to develop and fund projects to help prostitutes who have been subject to violence and to prevent such acts.
4. The City shall ensure that all public works projects include measures, such as adequate lighting in accordance with Occupational Safety and Health Organization (OSHA) standards for the type of construction work being performed, to protect the safety of women and girls.
5. It shall be the goal of the City to fund public information and education programs to change traditional attitudes concerning the roles and status of women and men.

Health Care

1. It shall be the goal of the City to take all appropriate measures to eliminate discrimination against women and girls in the field of health care in order to ensure, on a basis of equity, information about and access to adequate health care facilities and services, according to the needs of all communities, regardless of race, ethnicity, culture, language, and sexual orientation, including information, counseling and services in family planning.
2. It shall be the goal of the City to ensure that women and girls receive appropriate services in connection with prenatal care, delivery, and the post-natal period, granting free services where possible, as well as adequate nutrition during pregnancy and lactation.
3. In undertaking the enforcement of this ordinance, the City is assuming an undertaking only to promote the general welfare. It is not assuming, nor is it imposing on its officers and employees, an obligation for breach of which it is liable in money damages to any person who claims that such breach proximately caused injury.

With many ongoing challenges related to the COVID-19 pandemic and other City priorities, the Task Force has not yet been established. If awarded the grant, the grant funding will be used to hire a part time special projects associate to conduct outreach and solicit applications for the Task Force. The special projects associate will provide administrative support to the Task Force for the first six months after Task Force establishment. This administrative support could include scheduling meetings, preparing meeting agendas and minutes, and supporting the Task Force members on various initiatives needed to implement the City goals stated above. Funding for ongoing administrative support after the grant funding has been expended will be considered through the City's annual budget process.

☐ **Communications [\$25,000 - \$50,000]**

Design and/or support digital communications strategies; support education and engagement opportunities to reach intended audience; may involve website development, social media, online content creation, collateral development, language translations, media/PR efforts.

Describe the communication strategies you plan to deploy and how you will achieve effective communications among the identified target audience [Max 1,000 words].

Describe the communication strategies you plan to deploy and how you will achieve effective communications among the identified target audience [Max 1,000 words].

☐ **Community Engagement [\$25,000 - \$150,000]**

Create, facilitate, and promote outreach and engagement opportunities; collect stories, data and community solution proposals and gather input from women impacted by the COVID-19 pandemic (will be shared with CCSWG and the public); may involve public meetings, interviews, convening with community groups and residents with an emphasis on strategic engagement of underrepresented women and girl's voices.

Identify the engagement activities you plan to deploy and how it will achieve community participation among the identified target audience [Max 1,000 words].

Identify the engagement activities you plan to deploy and how it will achieve community participation among the identified target audience [maximum 1,000 words].

☐ **Direct Services [\$50,000 - \$150,000]**

Support the organization's existing programming and direct services; increase services to the intended target audience of women for the purpose of improving economic opportunity and security for women and girls.

Detail the program activities and how additional funding will support increased impact for the identified target audience [Max 1,000 words].

Detail the program activities and how additional funding will support increased impact for the identified target audience [Max 1,000 words].

☐ **Re-Granting [\$100,000 - \$250,000]**

Support the organization's existing grant program(s); expand impact to the intended target audience of women and girls for the purpose of improving economic opportunity and security for women and girls.

Detail the purpose and impact of the grant program and how additional funding will support increased impact for the identified target audience [Max 1,000].

Detail the purpose and impact of the grant program and how additional funding will support increased impact for the identified target audience [Maximum 1,000 words].

B. Target Population(s)

Select the following audience(s) of women and girls your proposal intends to target.

[Select all that apply]:

- | | |
|---|---|
| ☒ Low Income | ☒ People with Disabilities |
| ☒ Unemployed or Underemployed | ☒ Veterans |
| ☒ Non or Limited English-Speaking | ☒ LGBTQIA |
| ☒ BIPOC | ☒ Unhoused |
| ☒ American Indian/Alaskan Native | ☐ Rural populations |
| ☒ Immigrants or Refugees | ☒ Underserved Seniors or Young Adults |

C. Target Communities

Please identify the footprint of cities and counties your organization proposes to serve with this application:

COUNTIES	CITIES
Santa Clara	City of Milpitas
Enter the county name.	Enter the city name.
Enter the county name.	Enter the city name.

V. BUDGET

A. Budget Narrative

Describe the budget and how it will support the objectives of your proposal [Max 1,000 words]

The grant will fund a special projects associate for 7.5 months. Salary and benefits for a special projects associate will be approximately \$25,000 for about 300 hours of time. The position will be part time and will work on an average for 10 hours in support of the CEDAW Task Force. The hours per week may vary over the course of the grant timeframe and will be contingent on the frequency of Task Force meetings and the initiatives undertaken by the Task Force in the first six months after establishment. The \$5,000 budget for operating costs will cover outreach activities such as printing, distribution of materials, and meeting supplies and refreshments. No sub-grants will be issued nor will any consultants be hired for this work.

B. Cost Sheets

Fill out your proposed budget by using the **Exhibit A: Cost Sheet Template**

- **Salaries** includes services performed by staff directly employed by the applicant and must be identified by position, cost and time spent on allowable activities for the grant award. Personnel may be salaried or hourly, full-time or part-time positions.
- **Employee Benefits** must be identified by type and percentage of salaries. The applicant may use fixed percentages of salaries to calculate benefits.
- **Operating Costs** defined as necessary expenditures other than personnel salaries, benefits, and equipment. The costs must be grant related and be encumbered during the performance period.

C. Invoices

Disbursement of grant funds occurs in one lump sum upon execution of the Grant Agreement. The State Controller's Office (SCO) will issue the warrant (check) to the Legal Applicant listed in the application. Grantees must submit statements of expenditures with each progress report according to the scheduled due dates. Grantees must maintain adequate supporting documentation for all costs claimed on invoices to substantiate project expenditures.

VI. TIMELINE OF REQUIRED ACTIVITIES

A. If awarded funds, will the organization be able to participate in the required activities outlined in the dates provided in this application?

- ☒ Yes
☐ No

B. Dates

The following dates are a projection at this time and will be finalized as final grantees awards are administered and the grant program commences.

KEY DATES

1/10/11

Grant Application is released to the public

1/20/22

Technical Assistance Webinar

- Applicants are highly encouraged to participate

2/4/22

Grant Applications are due no later than 4 p.m. PST

2/7/22 – 2/21/22

Grant Review Period by CCSWG

- Applicants must be available to answer questions

2/22/22 – 2/28/22

Grantee award notification period

- Applicants will be notified by email
- Instructions will be provided for any final granting documents required

3/1/22 – 3/4/22

Grants are awarded and activities can commence

March 2022

Women's History Month required communications and engagement activities

- Specific dates, details and toolkit for participation will be provided

April 2022

Grantee webinar on the Statewide Blueprint

- Specific date and details for participation will be provided

5/1/22

1st Progress Report is due

- Will provide some anecdotal data/testimony to include in the Blueprint

5/11/22

Advocacy Day prep training required for all grantees and partners

5/18/22

Advocacy Day participation required of all grantees

- Date is tentative and grantees will be notified of confirmation

C. Specialized Trainings

Throughout the course of the 12-month grant award period, CCSWG will be administering required trainings for grantees, bringing in experts, relevant content and supportive resources on topics that involve:

- Diversity, equity, and inclusion
- Strategic communications
- Impact reporting
- Tool development and implementation

Final topics will be determined in collaboration with grantees. Confirmed dates will be provided with advance notice to grantees. Key deliverables and outcomes of training will be identified with advance notices to grantees.

D. Progress Reports to CCSWG

<i>Report</i>	<i>Report Period</i>	<i>Due Date</i>
<i>1st Report</i>	<i>March 1 – April 30, 2022</i>	<i>May 1, 2022</i>
<i>2nd Report</i>	<i>May 1 – July 31, 2022</i>	<i>August 1, 2022</i>
<i>3rd Report</i>	<i>August 1 – October 31, 2022</i>	<i>November 1, 2022</i>
<i>Final Report</i>	<i>November 1 – February 28, 2023</i>	<i>March 1, 2023</i>

**Statements of expenditures will be required with each progress report.*

**Progress Report template will be provided once grants are awarded.*

EXHIBIT A: COST SHEET TEMPLATE

Grant Funding Opportunity: Women's Recovery Response

Item # 16.

Organization	City of Milpitas	
Proposal Title	Advancing Women in Milpitas	
Category of Funding	Budge template cost sheet must be completed for each individual Category of Funding you are requesting in your proposal. Select the category of funding for this Cost Sheet.	☒ Capacity Building ☐ Communications ☐ Community Engagement ☐ Direct Services ☐ Re-Granting
Budget Category - Personnel		Total
Salaries/Wages/Benefits		
Total Salary, Medicare taxes, and PERS benefits		\$25,000
Subtotal		\$25,000
Budget Category – Operating Expenses		Total
Supplies/Materials		
For outreach materials, printing costs		\$5,000
Subtotal		\$5,000
Budget Category – Subgrants		Total
Re-Granting		
N/A		\$0
Subtotal		\$0
Consultant Services		
N/A		\$0
Project Total		\$0
Indirect Cost Rate Applied 0.0 % Indirect Cost		\$0
Check one: ☒ No Indirect ☐ State Negotiated Cost Rate* ☐ Indirect proposed cost rate *please attach supporting documentation for required ICR		
Grand Total		\$30,000

CITY OF MILPITAS COMMISSION APPLICATION

CEDAW Task Force

COMMISSION APPLYING FOR ↑

PROVIDE COMPLETE INFORMATION (in black ink)☐ Mr.☐ Ms. / Miss / Mrs.

Zakia Afrin
Name: First (middle) Last

Santa Clara CA 95052
Address: Number Street (apt. # if needed) City & Zip Code

Telephone Number(s) **e-mail address**

Maitri
Present Employer **Business Telephone**

P O Box 697, Santa Clara, CA 95052 Domestic violence victims' Advocacy
Business Address **Occupation**

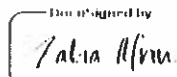
List community organizations to which you belong or have belonged (additional information may be attached). If application is for **Veterans Commission**, indicate branch and service in any U.S. military organization (retired or active duty).

Date	Name of Organization or Branch of Military	Officer / Member
2006 to Now	Maitri	Staff
2012 to Now	SpaandanB	Board Member
2018 to Now	California Partnership to End Domestic violence	Board, Policy Council member

Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):
 I have studied international law and took a special interest in CEDAW as the women's bill of rights.

I participated briefly at the CEDAW commission of the city of San Jose.

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

Don't signed by

 Signature

6/22/2022

Date

Appointments to Commissions are made by the Mayor with the concurrence of the City Council. **Applications not acted upon will be kept on file for one year from the date submitted.**

PLEASE BE AWARE THAT ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

E-mail, send in US mail or drop off your completed application to:

City Clerk, Milpitas City Hall 3rd floor, 455 E. Calaveras Blvd., Milpitas, CA 95035, email: CityClerk@milpitas.gov

CITY OF MILPITAS COMMISSION APPLICATION

CEDAW Task Force

COMMISSION APPLYING FOR **↑****PROVIDE COMPLETE INFORMATION (in black ink)**

- ☐ Mr.
- ☐ Ms. / Miss / Mrs.

Jennifer Margaret Gagliardi

Name: _____ First _____ (middle) _____ Last _____

Address: _____ San Jose, CA 95132
 Number _____ Street (apt. # if needed) _____ City & Zip Code _____

Telephone Number(s) _____ e-mail address _____

Milpitas Adult Education _____ 408-635-2692

Present Employer _____ Business Telephone _____

1331 E. Calaveras Blvd #400, Milpitas, CA 95035 _____ ESL/Citizenship Teacher

Business Address _____ Occupation _____

List community organizations to which you belong or have belonged (additional information may be attached). If application is for **Veterans Commission**, indicate branch and service in any U.S. military organization (retired or active duty).

Date	Name of Organization or Branch of Military	Officer / Member
2005-present	TESOL / CATESOL California Teachers of English to Speakers of Other Languages	member
2005-present	COABE / CCAE Coalition on Adult Basic Education & CA State Chapter	member
2017-present	MTA Milpitas Teachers Union--Adult Ed representative	member

Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):
 In 1995, I participated in the UN Women's Conference in Beijing, China. I continued my advocacy for women by managing feminist email lists and website. In 2003, I was hired by MAE as an ESL/Citizenship teacher, and refocused my advocacy on immigrant rights and literacy. In 2007, I started US Citizenship Podcast (uscitizenpod.com) which develops and delivers free, inclusive ESL/Citizenship content to students and teachers. I deeply believe and practice that a better world for women and girls is a better world for all!

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

Jennifer Gagliardi

Digitally signed by Jennifer Gagliardi
Date: 2022.07.14 14:26:29 -07'00'

7/14/2022

Signature

Date

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CITY OF MILPITAS COMMISSION APPLICATION

CEDAW Task Force

COMMISSION APPLYING FOR ↑

PROVIDE COMPLETE INFORMATION (in black ink)

- ☐ Mr.
- ☒ Ms. / Miss / Mrs.

FNU SWATISIK

Name: First (middle) Last

Text

Address: Number Street (apt. # if needed) City & Zip Code

Telephone Number(s) **e-mail address**

Present Employer **Business Telephone**

Business Address **Occupation**

PHYSICIAN

List community organizations to which you belong or have belonged (additional information may be attached). If application is for **Veterans Commission**, indicate branch and service in any U.S. military organization (retired or active duty).

Date	Name of Organization or Branch of Military	Officer / Member

Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):

I have over 20 years of experience as a physician and nearly a decade as a health care administrator. I have worked with women entrepreneurs I have an understanding of issues faced by women in their professional as well as in their personal lives. I would love to be able to contribute in any form to advocate women's rights and bring positive change.

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.



Signature

08/23/2022

Date

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CITY OF MILPITAS COMMISSION APPLICATION

CEDAW Task Force

COMMISSION APPLYING FOR ↑

PROVIDE COMPLETE INFORMATION (In black ink)

☐ Mr.☒ Ms. / Miss / Mrs.

Name: GIULIANA (First) BRAHIM (Last)

Address: Milpitas Ca 95035
 Number Street (apt. # if needed) City & Zip Code

Telephone Number(s)

Milpitas Unified School District
 Present Employer Business Telephone
MUSD - Principal Adult Education
 Business Address Occupation

List community organizations to which you belong or have belonged (additional information may be attached). If application is for **Veterans Commission**, indicate branch and service in any U.S. military organization (retired or active duty).

Date	Name of Organization or Branch of Military	Officer / Member

Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):

The purpose of Adult Education is to provide learning opportunities for all while removing barriers that prevent individuals from reaching upward mobility. Women reentering the workforce are particularly disadvantaged. We can change this give the effort!

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

Giuliana Brahim
 Signature

06/29/2022
 Date

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CITY OF MILPITAS COMMISSION APPLICATION

CEDAW Task Force

COMMISSION APPLYING FOR ↑

PROVIDE COMPLETE INFORMATION (in black ink)

☐ Mr.☒ Ms. / Miss / Mrs.

Name: Melanie First R. (middle) DAVIS Last

Address: Milpitas Ca 95035 City & Zip Code
 Number Street (apt. # if needed)

Telephone Number(s) Milpitas Unified School District (408) 635-2692
 Present Employer Business Telephone
1331 E. Calaveras Blvd #400 Milpitas Ca 95035 Admin. Secretary
 Business Address Occupation

List community organizations to which you belong or have belonged (additional information may be attached). If application is for **Veterans Commission**, indicate branch and service in any U.S. military organization (retired or active duty).

Date	Name of Organization or Branch of Military	Officer / Member

Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):

The purpose of Adult Education is to provide learning opportunities for all, while removing barriers that prevent individuals from reaching or accessing upward mobility. We strive to enable disadvantage members of our community, particularly women seeking to be self-sufficient through education and workforce skills.

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

Melanie R. Davis
 Signature

6/29/2022
 Date

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CITY OF MILPITAS COMMISSION APPLICATION

CEDAW Task Force

COMMISSION APPLYING FOR **↑**

PROVIDE COMPLETE INFORMATION (in black ink)

☐ Mr.☒ Ms. / Miss / Mrs.

Name: NITYA First (middle) RAMANAN Last

Address: number Street (apt. # if needed) MILPITAS City & Zip Code 95035

Telephone Number(s) Present Employer Milpitas Adult Education

Business Address 1331 E. Calaveras Blvd. Bldg. 400 Milpitas 95035 Occupation Program Specialist

List community organizations to which you belong or have belonged (additional information may be attached). If application is for **Veterans Commission**, indicate branch and service in any U.S. military organization (retired or active duty).

Date	Name of Organization or Branch of Military	Officer / Member

Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):

The purpose of adult education is to provide learning opportunities for all, while removing barriers that prevent individuals from reaching or accessing upward mobility. We strive to enable disadvantaged members of our community, particularly women seeking to be self-sufficient through education and workforce skills.

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.



Signature

06/29/2022

Date

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CITY OF MILPITAS COMMISSION APPLICATION

CEDAW Task Force

COMMISSION APPLYING FOR ↑

PROVIDE COMPLETE INFORMATION (in black ink)

- ☐ Mr.
- ☒ Ms. / Miss / Mrs.

Name:	Victoria First	Michelle (middle)	Ly Last
Address:	Number	Street (apt. # if needed)	Milpitas 95035 City & Zip Code
Telephone Number(s)			e-mail address
	N/A		N/A
Present Employer			Business Telephone
	N/A		N/A
Business Address			Occupation

List community organizations to which you belong or have belonged (additional information may be attached). If application is for **Veterans Commission**, indicate branch and service in any U.S. military organization (retired or active duty).

Date	Name of Organization or Branch of Military	Officer / Member
2019-2022	Milpitas High Student Government	22-23 ASB President

Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):
 I've been in student government since elementary school, and I have developed strong leadership, communication, and organization skills that would benefit me in the CEDAW task force.

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

Victoria Ly
Signature

06/08/2022

Date

Appointments to Commissions are made by the Mayor with the concurrence of the City Council. **Applications not acted upon will be kept on file for one year from the date submitted.**

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CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Introduce an Ordinance of the City Council of The City Of Milpitas Adding Chapter 9 (“Use Of Rights-Of-Way And Public Property”) to Title X (“Streets And Sidewalks”) of the Milpitas Municipal Code and Adding Section X-10-1.03 to Chapter 10 (“Structures Or Objects On Sidewalks Or Public Ways”) to Title X (“Streets And Sidewalks”) of the Milpitas Municipal Code (Staff Contact: Michael Mutalipassi, City Attorney, 408-586-3041)
Category:	Leadership and Support Services
Meeting Date:	9/6/2022
	<u>Recommendation:</u> Following the City Attorney’s reading aloud the title, move to waive the reading beyond the title and introduce an Ordinance of the City Council of the City of Milpitas Adding Chapter 9 (“Use Of Rights-of-way and Public Property”) to Title X (“Streets and Sidewalks”) of the Milpitas Municipal Code and adding Section X-10-1.03 to Chapter 10 (“Structures or Objects on Sidewalks or Public Ways”) to Title X (“Streets and Sidewalks”) of the Milpitas Municipal Code

Background:

On February 28, 2022, the City Council, City Manager, and Chief of Police received a letter from the Law Foundation of Silicon Valley setting forth a request to cancel the health and safety cleanup of an encampment on Railroad Avenue. In that letter, the Law Foundation alleged that the City of Milpitas did not have a local law that would allow it to seize personal property during a health and safety cleanup. Thereafter, the Council requested that the City Attorney prepare an ordinance to address the use of rights-of-way and public property.

Analysis:

It is the obligation of the City to keep its public rights-of-way clean and available for public use, and to protect the public health, safety, and access by all people. Maintaining pedestrian and authorized commercial activity on public sidewalks is essential to public safety, thriving neighborhoods and a vital economy in the City. Business areas and neighborhoods become dangerous to pedestrian safety and economic vitality when individuals block the public sidewalks. This behavior causes a cycle of decline as residents and visitors go elsewhere to walk, meet, shop, and dine, and residents become intimidated from using the public sidewalks in their own neighborhoods. Nonetheless, the City should seek to accomplish its objectives in a manner that preserves the dignity and safety of all residents, exhausts alternative models to promote compliance, and, when possible, sustainably addresses street homelessness with a trauma informed approach.

The ordinance adds Chapter 9 (“Use of Rights-of-way and Public Property”) to Title X (“Streets and Sidewalks”) of the Milpitas Municipal Code. This new chapter addresses the lawful use of rights-of-way and public property within the City of Milpitas. Section X-9-1.00 prohibits sitting, lying, or sleeping, or storing, using, maintaining, or placing personal property, or erecting any tent or structure in specific places within the City at all times and anywhere in the City between the hours of 7 a.m. and 11 p.m. The section creates a blanket prohibition with regard to impeding passage in violation of the ADA, within ten feet of a driveway or loading dock, within five feet of a building entrance, within five feet of a fire hydrant, interferes with property subject to a City issued permit, or interferes with or obstructs any portion of the right-of-way open to motor vehicle or bicycle traffic. That section allows the City to prohibit sitting, lying, or sleeping, or storing, using, maintaining, or placing personal property, or erecting any tent or structure in any signed area within 500 feet of a public

building, school, day care center, public park, recreation center, or public library. It also creates a means for the City Council to identify by resolution certain sensitive locations in the City. Once those areas are identified and signed, it will be prohibited for a person to sit, lie, or sleep, or store, use, maintain, or place personal property, or erect any tent or structure within the designated location. The prohibition in these designated sensitive areas will be effective for the time specified in the resolution not to exceed one year.

Section X-9-2.00 declares property in the public right-of-way in violation of section X-9-1.00 a public nuisance and sets forth the procedure for abating such a nuisance while ensuring appropriate due process. In order to remove property that is not merely abandoned, the City will have to give a written notice to the property owner and post a written notice on or near the property to be removed. Notice must be given no fewer than 24 hours prior to removal, though in most cases, notice will be given well in advance of the 24-hour minimum and will include housing outreach. Items taken, that had not been abandoned, will be stored for 90 days. The owner of such items will be allowed to retrieve them without charge. After property is removed, a second notice will be posted detailing the process for retrieval.

Section X-9-3.00 sets forth the penalties for violations of sections X-9-1.00. Prior to any penalty being enforced, an officer must put the violator on notice of the prohibited conduct. The violator cannot face a penalty if the conduct is corrected after notice from the officer. If the violator refuses to correct the conduct, they will face a fine of between \$50 and \$100 or the equivalent community service. Penalties increase for repeat violations. A repeat violator may ultimately face a fine of up to \$500 or imprisonment in County Jail for a period of not more than 30 days.

The ordinance also amends Chapter 10 ("Structures or Objects on Sidewalks or Public Ways") to Title X ("Streets And Sidewalks") of the code. Chapter 10 prohibits "any structure or other object (including, but not limited to, containers for the collection of newspapers for recycling) upon any public street, or sidewalk, or within the right-of-way thereof or within or upon any public easement or public property (including but not limited to public parks and landscaped areas) within the City of Milpitas." (X-10-1.00.) Section X-10-1.03 being added to Chapter 10 exempts any detached tent, detached structure, or other detached object used for sitting, sleeping, or lying outside by a person who cannot otherwise obtain shelter.

Policy Alternative:

Alternative: Do not adopt the Ordinance of the City Council of the City of Milpitas Adding Chapter 9 ("Use Of Rights-of-way and Public Property") to Title X ("Streets and Sidewalks") of the Milpitas Municipal Code and Adding Section X-10-1.03 to Chapter 10 ("Structures or Objects on Sidewalks or Public Ways") to Title X ("Streets and Sidewalks") of the Milpitas Municipal Code.

Pros: The status quo will be preserved.

Cons: The City will be without regulations with regard to the use of public rights-of-way and the removal of personal property therefrom.

Reason not recommended: the City Council wishes to adopt a policy regarding the use of public rights-of-way and the removal of personal property therefrom.

Fiscal Impact:

There is no cost to adopt the ordinance. There will, however, be costs associated with the enforcement of the ordinance. The City will expend police resources to enforce the ordinance and public works resources on potential disposal or storage of property left in the public right-of-way.

California Environmental Quality Act:

The action is not considered a project under CEQA as there will be no direct, or reasonably foreseeable indirect physical change in the environment.

Recommendation:

Waive the reading beyond the title and introduce an Ordinance of the City Council of the City of Milpitas Adding Chapter 9 ("Use Of Rights-of-way and Public Property") to Title X ("Streets and Sidewalks") of the Milpitas Municipal Code and Adding Section X-10-1.03 to Chapter 10 ("Structures or Objects on Sidewalks or Public Ways") to Title X ("Streets and Sidewalks") of the Milpitas Municipal Code.

Attachment:

Ordinance of the City Council of the City of Milpitas Adding Chapter 9 ("Use Of Rights-of-way and Public Property") to Title X ("Streets and Sidewalks") of the Milpitas Municipal Code and Adding Section X-10-1.03 to Chapter 10 ("Structures or Objects on Sidewalks or Public Ways") to Title X ("Streets and Sidewalks") of the Milpitas Municipal Code

REGULAR

NUMBER: ____.

TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILPITAS ADDING CHAPTER 9 (“USE OF RIGHTS-OF-WAY AND PUBLIC PROPERTY”) TO TITLE X (“STREETS AND SIDEWALKS”) OF THE MILPITAS MUNICIPAL CODE AND ADDING SECTION X-10-1.03 TO CHAPTER 10 (“STRUCTURES OR OBJECTS ON SIDEWALKS OR PUBLIC WAYS”) TO TITLE X (“STREETS AND SIDEWALKS”) OF THE MILPITAS MUNICIPAL CODE

HISTORY: This Ordinance was introduced (first reading) by the City Council at its meeting of _____, upon motion by _____ and was adopted (second reading) by the City Council at its meeting of _____, upon motion by _____. The Ordinance was duly passed and ordered published in accordance with law by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Suzanne Guzzetta, Acting City Clerk_____
Rich Tran, Mayor

APPROVED AS TO FORM:

Michael Mutalipassi, City Attorney**BE IT ORDAINED BY THE CITY OF MILPITAS AS FOLLOWS:**

WHEREAS, the homeless crisis has reached epic proportions across the State of California having significant effects on the City of Milpitas (the “City”); and

WHEREAS, in order to sustainably address street homelessness, a trauma informed approach must be suitably applied across the City; and

WHEREAS, it is the obligation of the City to keep its public rights of way clean and available for public use, and to protect the public health, safety, and access by all people, and

WHEREAS, the City should seek to accomplish the aforementioned objectives in a manner that preserves the dignity and safety of all residents and exhausts alternative models to promote compliance, and

WHEREAS, maintaining pedestrian and authorized commercial activity on public sidewalks is essential to public safety, thriving neighborhoods and a vital economy in the City, and

WHEREAS, sitting or lying down is not the customary use of the public sidewalks, and

WHEREAS, the need to maintain pedestrian and commercial traffic is greatest during the hours of operation of businesses, shops, restaurants, and other City commercial enterprises when public sidewalks are congested, and when City residents are most likely to use their neighborhood sidewalks, and

WHEREAS, persons who sit or lie down on public sidewalks during business hours threaten the safety of pedestrians, especially the elderly, disabled, vision-impaired, and children. Persons who sit or lie down also deter residents and visitors from patronizing local shops, restaurants, and businesses, and deter people from using the sidewalks in their neighborhoods, and

WHEREAS, business areas and neighborhoods become dangerous to pedestrian safety and economic vitality when individuals block the public sidewalks. This behavior causes a cycle

of decline as residents and visitors go elsewhere to walk, meet, shop, and dine, and residents become intimidated from using the public sidewalks in their own neighborhoods, and

WHEREAS, lying down or sitting is an incompatible use of the sidewalk in residential and commercial areas, and in order to prevent displacement of violators from one neighborhood to another, the need for regulation applies Citywide.

NOW, THEREFORE, the City Council of the City of Milpitas does ordain as follows:

SECTION 1. RECORD AND BASIS FOR ACTION: The City Council has duly considered the full record before it, which may include but is not limited to such things as the City staff report, testimony by staff and the public, and other materials and evidence submitted or provided to the City Council. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.

SECTION 2 AMENDMENT OF MILPITAS MUNICIPAL CODE: That Chapter 9 (“Use of Rights-of-way and Public Property”) To Title X (“Streets And Sidewalks”) Of The Milpitas Municipal Code is added to read as follows:

Chapter 9 - USE OF RIGHTS-OF-WAY AND PUBLIC PROPERTY

X-9-1.00 - SITTING, LYING, OR SLEEPING OR STORING, USING, MAINTAINING, OR PLACING PERSONAL PROPERTY IN THE PUBLIC RIGHT-OF-WAY

- (a) No person shall obstruct a street, sidewalk, or other public right-of-way:
 - (1) by sitting, lying, or sleeping, or by storing, using, maintaining, or placing personal property, or by erecting any tent or structure in a manner that impedes passage, as provided by the Americans with Disabilities Act of 1990, Pub. L. No. 101-336, 104 Stat. 328 (1990), as amended from time to time;

- (2) by sitting, lying, or sleeping, or by storing, using, maintaining, or placing personal property, or by erecting any tent or structure within ten feet of any operational or utilizable driveway or loading dock;
 - (3) by sitting, lying, or sleeping, or by storing, using, maintaining, or placing personal property, or by erecting any tent or structure within five feet of any operational or utilizable building entrance, building exit, or any area designated as an emergency egress pathway or corridor;
 - (4) by sitting, lying, or sleeping, or by storing, using, maintaining, or placing personal property, or by erecting any tent or structure within five feet of any fire hydrant, fire plug, or other fire department connection;
 - (5) by sitting, lying, or sleeping, or by storing, using, maintaining, or placing personal property, or by erecting any tent or structure within the public right-of-way in a manner that obstructs or unreasonably interferes with the use of the right-of-way for any activity for which the City has issued a permit;
 - (6) by sitting, lying, or sleeping, or by storing, using, maintaining, or placing personal property, or by erecting any tent or structure within the public right-of-way between seven (7:00) a.m. and eleven (11:00) p.m.
- (b) No person shall obstruct any portion of any street or other public right-of-way open to use by motor vehicles, or any portion of a bike lane, bike path, or other public right-of-way open to use by bicycles, by sitting, lying, or sleeping, or by storing, using, maintaining, or placing personal property, or by erecting any tent or structure anywhere within the street, bike lane, bike path, or other public right-of-way, as specified for use by motor vehicles or bicycles.
- (c) Except as limited by Subsection (d), no person shall:

- (1) sit, lie, sleep, or store, use, maintain, place personal property, or erect any tent or structure in or upon any street, sidewalk, or other public right-of-way within the distance stated on the posted signage (up to a maximum of 500 feet) of a property designated as a sensitive use. For a property to be designated as a "sensitive use," the property must be a Public Building, School, Day Care Center, Public Park, Recreation Center, or Public Library;
- (2) sit, lie, sleep, or store, use, maintain, place personal property, or erect any tent or structure in or upon any street, sidewalk, or other public right-of-way within the distance stated on the posted signage (up to a maximum of 500 feet) of a designated overpass, underpass, tunnel, bridge, pedestrian bridge, wash, or spreading ground, where the City Council determines, in the designating resolution, that the public health, safety, or welfare is served by the prohibition, including, without limitation, by finding that sleeping or lodging within the stated proximity to the designated area is unhealthy, unsafe, or incompatible with safe passage;
- (3) sit, lie, sleep, or store, use, maintain, place personal property, or erect any tent or structure in or upon any street, sidewalk, or other public right-of-way that has been posted with signage prohibiting sitting, lying, sleeping, or storing, using, maintaining, or placing personal property. In order to designate a section of street, sidewalk, or other public right-of-way as prohibited under this subdivision, the City Council shall determine, in a designating resolution and based on specific documentation, that the circumstances of continued sitting, sleeping, lying, storing personal property, or otherwise obstructing the public right-of-way at that location poses a particular and ongoing threat to public health or safety. For each such location, a prohibition pursuant to

this subdivision shall be effective for a period of time specified in the resolution, but not to exceed one year.

(d) No person shall be found to be in violation of any prohibition set forth in Subsection (c), unless and until: (i) the City Council has taken action, by resolution, to designate a specified area or areas for enforcement against sitting, lying, sleeping, or storing, using, maintaining, or placing personal property, erecting a tent or structure, or otherwise obstructing the public right-of-way; (ii) the City has posted signage at the designated area or areas set forth in the resolution, with such signage including reference to any required findings adopted in the resolution, and giving notice of the date after which no sitting, lying, sleeping, or storing, using, maintaining, or placing personal property, or otherwise obstructing the public right-of-way will be allowed; and (iii) at least 7 calendar days have passed from the date on which the signage is posted at the designated area or areas. For the purpose of this section signage may be attached to existing structures or foliage.

(e) Violations of this section involving a person who willfully resists, delays, or obstructs a City employee or contractor from enforcing this section or who willfully refuses to comply after being requested to do so by an authorized City employee shall be subject to the penalties set forth in Milpitas Municipal Code section I-1-4.09-2.00. All other violations of this section shall be enforceable pursuant to Milpitas Municipal Code section X-9-3.00. Violation of this section constitutes a public nuisance that may be abated pursuant to Milpitas Municipal Code section X-

(f) The prohibitions in section shall not apply to any person:

- (1) Sitting or lying down on a public sidewalk due to a medical emergency;
- (2) Using a wheelchair, walker, or similar device as the result of a disability;

- (3) Operating or patronizing a commercial establishment conducted on the public sidewalk pursuant to a sidewalk use permit;
 - (4) Participating in or attending a parade, festival, performance, rally, demonstration, meeting, or similar event conducted on the public sidewalk pursuant to and in compliance with a street use or other applicable permit;
 - (5) Sitting on a fixed chair or bench located on the public sidewalk supplied by a public agency or by the abutting private property owner;
 - (6) Sitting in line for goods or services unless the person or person's possessions impede the ability of pedestrians to travel along the length of the sidewalk or enter a doorway or other entrance alongside the sidewalk; or
 - (7) Who is a child seated in a stroller.
- (g) No person shall be cited under this Section unless the person engages in conduct prohibited by this Section after having been notified by a peace officer that the conduct violates this Section.

X-9-2.00 – ABATEMENT OF PERSONAL PROPERTY, TENTS, AND STRUCTURES IN THE PUBLIC RIGHT-OF-WAY

- (a) Personal property, tents and structures stored in violation of Milpitas Municipal Code section X-9-1.00 constitute a public nuisance that may be abated in accordance with the following requirements.
- (b) Notices.
 - (1) Notice of Intent to Remove Property. The City shall provide residents in violation of section X-9-1.00 notice of the City's intent to remove property no less than 24 hours in advance of any action to remove property. Notice shall be in writing and shall be

served personally on the resident or residents in possession of the property when the City official or employee enforcing the prohibition serves the notice. In addition, the City official or employee shall post the notice on or near the property, so as reasonably to communicate the notice to persons with an interest in such property but not present during the attempt to serve notice. The notice shall contain the following information:

- (A) the location of the property constituting a nuisance;
- (B) the date and time notice is served or posted;
- (C) a statement that the property violates section X-9-1.00;
- (D) a statement that the City will remove the property 24 hours after the date and time of the notice;
- (E) a statement that there is Housing or Shelter and Homeless Services available for residents and the phone number and address to contact in order to obtain the Housing or Shelter and Homeless Services;
- (F) a statement that any personal property remaining at the location when the City returns to abate the nuisance will be impounded for no fewer than 90 days and will be discarded thereafter if not claimed; and
- (G) the address, phone number, and operating hours of the location where the personal property will be stored and may be retrieved and that the City will charge no fee for storage or retrieval.

- (2) Notice Following Abatement. When the City removes personal property, a written notice shall be given conspicuously posted in the area from which the personal property was removed. The notice shall contain the following information:

- (A) the location of the property removed;
- (B) a statement that the property violated section X-9-1.00;
- (C) a general description of any personal property removed;
- (D) the date and time the personal property was removed;
- (E) a statement that the personal property will be stored for at least 90 days, and the address, phone number, and operating hours of the location where the personal property is being stored and may be retrieved and that the City will charge no fee for storage or retrieval; and
- (F) a statement that if the personal property is not retrieved within 90 days, it will be discarded.

X-9-3.00 - PENALTIES

- (a) Violations of any section of this chapter shall be subject to the penalties set forth:
 - (1) First Offense. Any person violating any provision of this Chapter shall be guilty of an infraction. Upon conviction, the violator shall be punished by a fine of not less than \$50 or more than \$100 and/or community service, for each provision violated.
 - (2) Subsequent Offenses. Any person violating any provision of this Chapter within 24 hours after violating and being cited for a violation of this Chapter shall be guilty of a misdemeanor and shall be punished by a fine of not less than \$300 and not more than \$500, and/or community service, for each provision violated, or by imprisonment in the County Jail for a period of not more than ten (10) days, or by both such fine and imprisonment. Any person violating any provision of this Section within 120 days after the date of conviction of a violation this Section shall be guilty of a misdemeanor and shall be punished by a fine of not less than \$400 and not more than \$500, and/or

community service, for each provision violated, or by imprisonment in the County Jail for a period of not more than thirty (30) days, or by both such fine and imprisonment.

X-9-4.00 - REPORTING

Upon the request of the City Council, the Police Department shall make a written report to the Mayor and the City Council that evaluates the effectiveness of enforcement of this Chapter on the City's neighborhoods.

SECTION 4 AMENDMENT OF MILPITAS MUNICIPAL CODE: That Chapter 10

(“Structures or Objects on Sidewalks or Public Ways”) to Title X (“Streets And Sidewalks”) of the Milpitas Municipal Code is added to read as follows:

X-10-1.03

The provisions of this Chapter shall not apply to any detached tent, detached structure, or other detached object used for sitting, sleeping, or lying outside by a person who cannot otherwise obtain shelter.

SECTION 5. SEVERABILITY: The provisions of this Ordinance are separable, and the invalidity of any phrase, clause, provision or part shall not affect the validity of the remainder.

SECTIN 6. EFFECTIVE DATE AND POSTING: In accordance with Section 36937 of the Government Code of the State of California, this Ordinance shall take effect thirty (30) days from and after the date of its passage. The City Clerk of the City of Milpitas shall cause this Ordinance or a summary thereof to be published in accordance with Section 36933 of the Government Code of the State of California.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	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:	9/6/2022
	<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 # 18.

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 # 18.

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 # 18.

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 # 18.

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 # 18.

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 # 18.

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 # 18.

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 # 18.

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 # 18.

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 # 18.

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 # 18.

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 # 18.

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 # 18.

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 # 18.

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 # 18.

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)

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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)

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)

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 # 18.

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 # 18.

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**

ATTA Item # 18.

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
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Item # 18.

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
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Item # 18.

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
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Item # 18.

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.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Consider Nomination of a Member of the City Council to the Santa Clara County Unhoused Task Force for Appointment by the Santa Clara County Board of Supervisors. (Staff Contact: Ashwini Kantak, Assistant City Manager, 408-586-3053)
Category:	Leadership and Support Services
Meeting Date:	9/6/2022
	<u>Recommendation:</u> Consider Mayor's nomination of a Member of the City Council to the Santa Clara County Unhoused Task Force and move to confirm the nomination for Appointment by the Santa Clara County Board of Supervisors

BACKGROUND:

In January 2020, the Santa Clara County Board of Supervisors (Board) approved a plan to establish a homeless task force and a plan to address the region's housing insecurity crisis. The Board of Supervisors adopted a resolution on June 23, 2020, establishing the Unhoused Task Force (UTF). The task force focuses identifying and contributing to feasible strategies to address homelessness, including transitional and short-term housing solutions. The Board appointed Supervisors Cindy Chavez and Susan Ellenberg to serve on the Task Force; and on August 11, 2020, the Board appointed 23 members to the Task Force.

On August 11, 2020, the Board appointed Councilmember Karina Dominguez and former Councilmember Bob Nuñez to serve on the task force as the City of Milpitas City Council representatives. The Santa Clara County staff, on behalf of Supervisor Cindy Chavez in her capacity as the Unhoused Task Force Co-Chair, contacted Mayor Rich Tran requesting to nominate a Councilmember to fill the vacant City of Milpitas City Council seat on the Unhoused Task Force.

ANALYSIS:

To ensure full representation from the City of Milpitas on the UTF, the County requests that the City Council nominate a Councilmember to the Board of Supervisors for appointment. The next UTF meeting is scheduled to be held virtually on Friday, September 16, from 1:00 p.m. to 3:00 p.m.

FISCAL IMPACT:

Participating in the task force meeting does not have fiscal impact to the city.

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.

RECOMMENDATION:

Consider Mayor's nomination of a Member of the City Council to the Santa Clara County Unhoused Task Force and move to confirm the nomination for Appointment by the Santa Clara County Board of Supervisors.

Attachment(s):

None