JOINT MEETING OF THE MILPITAS CITY COUNCIL, HOUSING AUTHORITY, AND SUCCESSOR AGENCY

AGENDA

TUESDAY, NOVEMBER 1, 2022
CITY COUNCIL CHAMBERS, 455 E CALAVERAS BLVD, MILPITAS, CA
6:00 PM (CLOSED SESSION)
7:00 PM (PUBLIC BUSINESS)

For assistance in the following languages, you may call:
Đối với Việt Nam, gọi 408-586-2400
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_SkpUHGY6T_GgNOSUH7GPzQ

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 City Clerk (6:00 PM)

ADJOURN TO CLOSED SESSION

(a) **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Pursuant to Government Code Section 54956.9(d)(1)
City as Defendant
Steven Petrakovitz (Deceased) v. City of Milpitas, WCAB no. ADJ9926577

(b) **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Pursuant to Government Code Section 54956.9(d)(1)
City as Defendant
Alok Jain, et al. v. City of Milpitas, Santa Clara Superior Court Case no. 18CV325365

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

PLEDGE OF ALLEGIANCE

INVOCATION (Mayor Tran)

PUBLIC FORUM (7:05 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 (7:10 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 (7:15 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 November 2022 (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)

Recommendation: Receive City Council Calendar of Meetings for November 2022.

C2. **Approve City Council City Council Regular Meeting Minutes of October 18, 2022 (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)**

Recommendation: Approve City Council Regular Meeting minutes of October 18, 2022.

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

Recommendation: Accept the resignation of Marshall Jones from the Economic Development and Trade Commission and direct the City Clerk to post the notice of unscheduled vacancy.

C6. **Consider the Recommendation from Mayor Tran for Appointment to City Commissions (Contact: Mayor Tran, 408- 586-3029)**

Recommendation: Receive the recommendation from Mayor Tran and approve appointment to the Science, Technology & Innovation Commission.

C7. **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.

C8. **Approve and Authorize the City Manager to Execute a Professional Services Agreement with SCI Consulting Group for Storm Drain Fee Analysis Services for a Not-to-Exceed Amount of $229,216.00 (Staff Contact: Roger Lee, Interim Public Works Director, 408-586-2602)**

Recommendation: (1) Receive report on professional services proposals received and approve a professional services agreement with SCI Consulting Group; (2) Authorize the City Manager to execute the agreement in the not to exceed amount of $229,216.00.

C9. **Authorize the City Manager to Accept the 2022 Bulletproof Vest Partnership Grant in the Amount of $11,078.17 and Approve a Related Budget Appropriation (Staff Contact: Jared Hernandez, Police Chief, 408-586-2406; and Frank Morales, Police Captain, 408-586-2521)**

Recommendation: Authorize the City Manager to accept the 2022 Bulletproof Vest Partnership Grant in the amount of $11,078.17 and approve a related budget appropriation.

C10. **Receive a Report on Milpitas HOPE Suicide Prevention Task Force Activities Since September 2021 (Staff Contact: Renee Lorentzen, Director, Recreation and Community Services, 408-586-3409)**

Recommendation: Receive the Report on Milpitas HOPE Suicide Prevention Task Force Activities Since September 2021.

C11. Approve the Purchase of a Police Vehicle, Find the Procurement to be in the Best Interest of the City, and Authorize the City Manager to Execute Any Documents Necessary to Effectuate the Purchase at the Negotiated Amount (Staff Contact: Jared Hernandez, Police Chief, 408-586-2406; and Matthew Miller, Police Captain, 408-586-2522)

Recommendation: Approve the purchase of a police vehicle, find the procurement to be in the best interest of the city, and authorize the City Manager to execute any documents necessary to effectuate the purchase at the negotiated amount.

C12. Approve an Additional Budget Appropriation of $17,151.00 to the Equipment Fund Non-Departmental FY 2022-23 Operating Budget for the Replacement Purchase of Two Police Vehicles through a Sourcewell Cooperative Contract with National Auto Fleet Group (Staff Contact: Jared Hernandez, Police Chief, 408-586-2406; and Matthew Miller, Police Captain, 408-586-2522)

Recommendation: Approve an additional budget appropriation of $17,151.00 to the Equipment Fund Non-Departmental FY 2022-23 Operating Budget for the replacement purchase of two police vehicles through a Sourcewell Cooperative Contract with National Auto Fleet Group.

C13. Housing Authority/Successor Agency: Sale of the residential unit located at 254 Parc Place Drive (Staff Contact: Alex Andrade, Economic Development Director, 408-586-3046; and Michelle Silva, Administrative Analyst II, 408-586-3244)

Recommendation: (1) Adopt the resolution authorizing the Executive Director of the Milpitas Housing Authority to execute documents for the sale of the residential property located at 254 Parc Place Drive in the amount of $278,315.00; and (2) Approve related budget amendments due to the sale of the property located at 254 Parc Place Drive in the amount of $278,315.00.

C14. Approve and Authorize the City Manager to Execute Amendment No. 4 with AG Witt, LLC for Disaster and COVID19 Cost Recovery and Consultation Services to Extend the Term by 18 Months and Increase the Existing Contract by $67,975.00 for a Total Contract Amount of $229,211.25 (Staff Contact: Lauren Lai, Finance Director, 408-586-3111)

Recommendation: Approve and authorize the City Manager to execute Amendment No. 4 with AG Witt, LLC for Disaster and COVID19 Cost Recovery and Consultation Services to extend the term by 18 months and increase the existing contract by $67,975.00 for a total contract amount of $229,211.25.

PUBLIC HEARINGS (7:20 PM)

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

15. Conduct a Public Hearing on a Site Development Permit for Development of a New 5,900-Square Foot, Two-Story Single-Family Residence, Two Detached Accessory Structures, an In-Ground Swimming Pool, and Associated Site Improvements; an Amendment to Planned Unit Development (PUD) No. 68 to modify the Previously Approved Design Standards for Single-Family Homes; and a Zoning Variance to Allow a Visible Intrusion into the Hillside Crestline Zone of Protection Sight Line, as Established by the City's Hillside Development Standards, on a Vacant +1.14-Acre Lot Located within the R1-H Single-Family Residential-Hillside Zoning District at 1339 Terra Vista Court (Countryside Estates, Lot 1) (APN: 029-07-010) (Staff Contact: Ned Thomas, Planning Director, 408-586-3273)

Recommendation: Continued to Regular Meeting of January 17, 2023 at the request of the applicant.

16. **Adopt a Resolution Authorizing the Funding Application to the PLHA Program, Approving a Five-Year Plan for the PLHA Program Formula Allocation of an Estimated $1,431,570.00 for the City of Milpitas, Authorizing the Receipt of the PLHA Grant, and Certifying to the California Department of Housing and Community Development Compliance with the PLHA Program Requirements (Staff Contact: Alex Andrade, Economic Development Director, 408-586-3046; and Sarah Balcha, Senior Administrative Analyst, 408-586-3268)**

Recommendation: Adopt a Resolution authorizing the funding application to the PLHA program, approving a five-year Plan for the PLHA program formula allocation of an estimated $1,431,570 for the City of Milpitas, authorizing the receipt of the PLHA grant, and certifying to the California Department of Housing and Community Development compliance with the PLHA program requirements.

COMMUNITY DEVELOPMENT (8:00 PM)

17. **Adopt a Resolution to Approve the Milpitas Residential and Mixed-Use Objective Design Standards (Staff Contact: Ned Thomas, Planning Director, 408-586-3273; and Jay Lee, AICP, Principal Planner, 408-586-3077)**

Recommendation: (1) Conduct a public hearing and move to close the hearing following comments; and (2) Adopt a Resolution to approve the Milpitas Residential and Mixed-Use Objective Design Standards.

COMMUNITY SERVICES AND SUSTAINABLE INFRASTRUCTURE (8:30 PM)

18. **Approve Revisions to the Speed Hump City Council Policy (Staff Contact: Steve Erickson, Engineering Director / City Engineer, 408-586-3301; and Steve Chan, Transportation and Traffic Manager, 408-586-3324)**

Recommendation: Approve revisions to the Speed Hump City Council Policy.

ADJOURNMENT (9:00 PM)

KNOW YOUR RIGHTS UNDER THE OPEN GOVERNMENT ORDINANCE

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

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

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

APPLY TO SERVE ON A CITY COMMISSION

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

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

October 2022

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Milpitas City Council Calendar

November 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 **6:00 PM**-Closed Session **7:00 PM**-City Council	**2** **2:00 PM**-Santa Clara VTA Monthly Briefing - Northeast Group (CM) **7:00 PM**-Community Advisory Commission (EC)	**3** **5:30 PM**-Santa Clara VTA Board of Directors (CM) **5:30 PM**-Milpitas Chamber of Commerce Board (EC)	**4**	**5**
6 **2:00 PM** In Person Native American Flag Raising Ceremony at Cesar Chavez Plaza	**7** **7:00 PM**-Parks, Recreation & Cultural Resources Commission (CM)	**8** **4:00 PM-**Milpitas HOPE Suicide Prevention Task Force	**9** **7:00 PM**-Planning Commission **7:00 PM**-Silicon Valley Clean Energy Board of Directors (EC) (Hybrid Meeting)	**10** **1:30 PM**-SCC Emergency Operational Area Council Meeting (CM) **4:00 PM**-Santa Clara VTA Policy Advisory Committee (AP) **4:00 PM**-Treatment Plant Advisory Committee (CM) **6:00 PM**-Youth Advisory Commission (EC) **6:00 PM**-Cities Assoc of SCC Legislative Action Comm (CM) **7:00 PM**-Cities Assoc of SCC Board of Directors Mtg (CM)	**11** **CITY HALL CLOSED IN OBSERVANCE OF VETERANS DAY** **Veterans Day Ceremony taking place at Veterans Plaza at 9am**	**12**
13	**14** **4:30 PM**-Economic Development and Trade Commission (KD)	**15** **?:00 PM**-Closed Session **7:00 PM**-City Council	**16** **6:00 PM**-Energy and Environmental Sustainability Commission (EC)	**17** **10:00 AM**-VTA Congestion Mgmt Prog Planning Comm (CM) **4:00 PM**-Silicon Valley Regional Interoperability Authority (SVRIA) (KD) **6:30 PM**-Bay Area Water Supply Conserv Agency (CM) (Teleconference) **7:00 PM**-Public Safety and Emergency Preparedness Commission (KD)	**18**	**19** **10-12pm** Veteran's Resource Fair at Barbara Lee Senior Center **12-1pm** Veteran's Lunch at Barbara Lee Senior Center
20	**21** **7:00 PM**-Library and Education Commission (EC) (Milpitas Public Library) **7:00 PM**-Science, Technology & Innovation Commission (RT)	**22**	**23**	**24** **CITY HALL CLOSED FOR THANKSGIVING**	**25**	**26**
27	**28** **7:00 PM**-Arts Commission (RT)	**29**	**30** **2:00 PM**-VTA North East City Group Briefing (CM)			

Finance Subcommittee will meet only as needed

REGULAR MEETING OF THE MILPITAS CITY COUNCIL

MINUTES
TUESDAY, OCTOBER 18, 2022

The City Council of the City of Milpitas convened on the regular City Council meeting day of October 18, 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 City Clerk

Mayor Tran called the regular City Council meeting to order at 7:00 PM. Roll call was taken by City Clerk Guzzetta.

PRESENT: Mayor Tran, Vice Mayor Montano, Councilmembers Chua, Dominguez, and Phan (7:01 pm).

ABSENT: None.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Tran.

INVOCATION

Councilmember Chua introduced Brother Mariano Nucup of Iglesia Ni Cristo Church of Christ to present the invocation.

PRESENTATIONS

Mayor Tran presented proclamations recognizing the month of October 2022 as Breast Cancer Awareness Month and October 24, 2022 as Diwali in the City of Milpitas.

PUBLIC FORUM

The following people spoke under Public Forum:

1. Warren Wettenstein, Milpitas Chamber of Commerce President
2. Inderjit Mundra
3. Voltaire Montemayor
4. Resident of Milpitas
5. Christopher Martin

ANNOUNCEMENTS AND FUTURE AGENDA ITEMS

Mayor Tran announced the grand opening of Milpitas Fire Station No. 2 on Thursday morning, thanked staff for their hard work, and encouraged staff to continue upgrading the remaining City Fire Stations.

Councilmember Chua asked to staff to explore eliminating or waiving the fee for the gym at the Milpitas Senior Center.

Vice Mayor Montano responded to comments from the public forum and spoke regarding the Milpitas ArtWalk.

Councilmember Dominguez asked to review the City Council Handbook to ensure that Councilmembers are guaranteed paternity/maternity leave and not made to give up their seat due to missing consecutive meetings. City Attorney Mutalipassi indicated he would investigate labor policies. Councilmember Dominguez asked for that information to be emailed to Council by next City Council meeting and clarify if Councilmembers are employees.

ANNOUNCEMENT OF CONFLICT OF INTEREST AND CAMPAIGN CONTRIBUTIONS

City Attorney Mutalipassi asked the Mayor and City Councilmembers if they had any personal conflicts of interest. By roll call, there were no conflicts of interest. City Attorney Mutalipassi asked the Mayor and City Councilmembers if they had any reportable campaign contributions. By roll call, there were no reportable campaign contributions.

READING OF THE CITY COUNCIL CODE OF CONDUCT

Mayor Tran read the Code of Conduct.

APPROVAL OF AGENDA

Motion: to approve the October 18, 2022 Regular Meeting Agenda.

Motion/Second: Mayor Tran / Councilmember Chua
Motion carried by the following:
AYES: Councilmembers Chua, Dominguez, Phan, Vice Mayor Montano, Mayor Tran
NOES: None

CONSENT CALENDAR

Motion: to approve the consent calendar, moving Item 16 up to the Consent Calendar

Motion/Second: Mayor Tran / Vice Mayor Montano
Motion carried by the following:
AYES: Councilmembers Chua, Dominguez, Phan, Vice Mayor Montano, Mayor Tran
NOES: None

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

Received City Council Calendar of Meetings for October and November 2022.

C2. Approve City Council City Council Regular Meeting Minutes of October 4, 2022 (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)

Approved City Council Regular Meeting minutes of October 4, 2022.

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

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

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

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

C5. Accept the FY 2021-22 Commissioners Annual Report for Seven (7) Commissions and Oversight Committee and Approve Seven (7) City of Milpitas Commission and Oversight Committee Work Plans for FY 2022-23 (Staff Contact: Ashwini Kantak, Assistant City Manager, 408-586-3053; and Walter C. Rossmann, Deputy City Manager, 408-586-3012)

Accepted the 2021-22 Commissioners Annual Report; and approved proposed Fiscal Year 2022-23 Work Plans for (a) Community Advisory Commission, (b) Economic Development and Trade Commission, (c) Energy and Environmental Sustainability Commission, (d) Planning Commission, (e) Public Safety and Emergency Preparedness Commission, (f) Science, Technology, and Innovation Commission, and (g) Measure F Oversight Committee.

C6. Receive the April – June 2022 Report for Unhoused Services (Staff Contact: Alex Andrade, Economic Development Director, 408-586-3046)

Received the April – June 2022 report for unhoused services.

C7. Approve and Authorize the City Manager to Execute a General Services Agreement with Banner Pest Services to Provide Pest Control Services at Various City Facilities for the Not-to-Exceed Amount $300,000.00 for a Five-Year Period Subject to the Annual Appropriation of Funds (Staff Contact: Roger Lee, Interim Public Works Director, 408-586-2602; and Chris Schroeder, Purchasing Agent, 408-586-3161)

Approved and authorized the City Manager to execute a general services agreement with Banner Pest Services to provide pest control services at various city facilities for the not-to-exceed amount $300,000.00 for a five-year period subject to the annual appropriation of funds.

C8. Introduce Ordinance No. 65.152 Adopting by Reference the 2022 California Building Codes with Amendments and Set a Public Hearing on December 6, 2022 for Adoption of the Ordinance (Staff Contact: Bill Tott, Building Official, 408-586-3263)

Waived the first reading beyond the title and introduced **Ordinance No. 65.152** amending Chapters 3, 3.5, 4, 5, 6, 7, 10,14,150, and 170 of Title II of the Milpitas Municipal Code relating to adopting by reference the 2022 California Building Code, 2022 California Residential Code, 2021 International Property Maintenance Code, 2022 California Mechanical Code, 2022 California Electrical Code, 2022 California Plumbing Code, 2021 International Swimming Pool and Spa Code, 2022 California Existing Building Code, and 2022 California Historical Building Code, with amendments; and set a public hearing on December 6, 2022, pursuant to California Government Code Section 50022.3, for adoption of the Ordinance.

C9. Introduce Ordinance No. 113.26 Adopting by Reference with Certain Local Amendments the 2022 Edition of the California Fire Code and Set a Public Hearing for December 6, 2022 (Staff Contact: Arthur Belton, Deputy Fire Chief / Fire Marshal, 408-586-3384)

Waived the first reading beyond the title and introduced **Ordinance No. 113.26** to be enacted as Chapter 300, Title V of the Milpitas Municipal Code, and set a public hearing for Tuesday, December 6, 2022 at 7:00 p.m. in the Milpitas City Council Chambers to consider adoption of Ordinance No. 113.26, adopting by reference with certain local amendments the 2022 Edition of the California Fire Code.

C10. Approve and Authorize the City Manager to Execute the Improvement Agreement with Parktown Plaza Pak, LLC, for the completion of Offsite Public Improvements Located at 1400 S. Park Victoria Drive Associated with Site Development Permit (SD1300014) and Conditional Use

Permit (UP14-0002) (Staff Contact: Steve Erickson, Engineering Director / City Engineer, 408-586-3301; and Roberto Alonzo, Principal Civil Engineer, 408-586-3316)

Approved and authorized the City Manager to execute the Improvement Agreement with Parktown Plaza Pak, LLC, for the completion of offsite public improvements located at 1400 S. Park Victoria Drive associated with Site Development Permit (SD1300014) and Conditional Use Permit (UP14-0002).

C11. Adopt a Resolution Approving a Site Development Permit to Allow Development of a New 5,602-Square Foot, 1.5-story Single-Family Residence and a Planned Unit Development (PUD) Amendment to Deviate from the Previously Approved PUD Architectural Standards, on a Vacant 1.135-acre Lot Located in the R1-H Single-family Residential Zoning District with a Hillside Combining District at 1333 Terra Vista Court (PUD No. 68 – Countryside Estates Subdivision, Lot 2) (Staff Contact: Ned Thomas, Planning Director, 408-586-3273)

Adopted **Resolution No. 9194** approving Site Development Permit No. SD21-0009 and PUD Amendment Permit No. PA21-0002, subject to the attached Conditions of Approval, for a new 5,602-square foot, 1.5-story single-family residence on a vacant 1,135-acre lot locate in the R-1-H Single-Family Residential Zoning District with an -H Hillside Combining District at 1333 Terra Vista Court (Countryside Estates, Lot 2) and making findings of CEQA exemption.

C12. Adopt a Resolution Approving the Revised Policy on Discontinuance of Residential Water Service (Staff Contact: Lauren Lai, Finance Director, 408-586-3111)

Adopted **Resolution No. 9195** approving the Revised Policy on Discontinuance of Residential Water Service.

16. Approve the Youth Scholarship Program City Council Policy (Staff Contact: Renee Lorentzen, Director of Recreation and Community Services, 408-586-3409)

Approved the Youth Scholarship Program City Council Policy.

PUBLIC HEARINGS (7:45 PM)

13. Conduct a Public Hearing and Introduce an Ordinance Amending Sections of Chapter 10, Title XI (Zoning) of the Milpitas Municipal Code Relating to Definitions and Regulations for Commercial Service Land Uses (Staff Contact: Ned Thomas, Planning Director, 408-586-3273)

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

Mayor Tran opened the public hearing

There were the following speakers:
1. Voltaire Montemayor

Mayor Tran closed the public hearing.

Consultant Pearson responded to questions from Council.

City Attorney Mutalipassi read the title of the ordinance.

After discussion, motion: to waive the first reading beyond the title and introduce **Ordinance No. 38.848** amending sections of Chapter 10 of Title XI (Zoning) of the Milpitas Municipal Code relating to Definitions and Regulations for Various Types of Commercial Service Land Uses and determine that the Municipal Code amendment is exempt from California Environmental Quality Act pursuant to CEQA

Guidelines Sections 15183 (Projects Consistent with a General Plan) and 15061(b)(3) (Common Sense Exemption).

Motion/Second: Mayor Tran / Vice Mayor Montano
Motion carried by the following:
AYES: Councilmembers Chua, Dominguez, Phan, Vice Mayor Montano, Mayor Tran
NOES: None

14. Grant Funding from the California Department of Housing and Community Development (HCD) for the Permanent Local Housing Allocation (PLHA) and Budget Amendments (Staff Contact: Alex Andrade, Economic Development Director, 408-586-3046 and Sarah Balcha, Senior Administrative Analyst, 408-586-3268)

Continued to the Regular City Council meeting on November 1, 2022.

COMMUNITY DEVELOPMENT (8:45 PM)

15. Introduce Ordinance No. 65.153 Adopting by Reference the 2022 California Energy Code, Introduce Ordinance No. 65.154 Adopting by Reference the 2022 California Green Building Standards Code with Amendments, and Set a Public Hearing on December 6, 2022 for Adoption of the Ordinances (Staff Contact: Bill Tott, Building Official, 408-586-3263)

Building Official Tott presented the report.

There were the following speakers:
1. Voltaire Montemayor
2. Tom Valore
3. Lauren Weston

Mayor Tran expressed concerns with electricity availability during extreme weather conditions.

Councilmember Chua asked to write a letter to PG&E on their plan for the influx of electric usage. Mayor Tran suggested making it an amendment to invite PG&E to attend the public hearing.

Councilmember Chua asked for Slide 19 from the presentation to be reflected on City website Incentives Corner. Deputy City Manager Rossmann responded that the page was already updated.

Councilmember Phan cautioned to be mindful of the impact of policy as it relates to the needs of our community and its impact on the housing market and the economy. He questioned the equity of the accessibility of rebates and incentives.

TRC Representative Farhad Farahmand responded to questions from City Council.

Vice Mayor Montano asked how the City can inform the public about rebates for electric cars. Deputy Director of Public Works Marshall indicated the information can be added to the City website Incentives Corner.

Councilmember Dominguez stated she wanted to build a pathway to reliable and reachable situation and cautioned for care in how the programs are promoted.

City Attorney Mutalipassi read the title of the ordinances.

After discussion, Motion: to waive the first reading beyond the title and introduce **Ordinance No. 65.153** amending Chapter 11 of Title II of the Milpitas Municipal Code adopting by reference the 2022

California Energy Code, introduce **Ordinance No. 65.154** amending Chapter 19 of Title II of the Milpitas Municipal Code adopting by reference the 2022 California Green Building Standards Code with amendments, and set a public hearing on December 6, 2022, pursuant to California Government Code Section 50022.3, for adoption of the ordinances, and invite PG&E to attend the public hearing.

Motion/Second: Mayor Tran / Councilmember Chua
Motion carried by the following:
AYES: Councilmembers Chua, Dominguez, Phan, Vice Mayor Montano, Mayor Tran
NOES: None

COMMUNITY SERVICES AND SUSTAINABLE INFRASTRUCTURE

16. Approve the Youth Scholarship Program City Council Policy (Staff Contact: Renee Lorentzen, Director of Recreation and Community Services, 408-586-3409)

***** Moved to Consent Calendar

ADJOURNMENT

Mayor Tran adjourned the meeting at 8:52 pm

Draft meeting minutes submitted by City Clerk, Suzanne Guzzetta

TENTATIVE CITY COUNCIL AGENDA ITEM LIST

as of 10/27/2022

November 15, 2022 – 3rd Tuesday

CLOSED SESSION

INVOCATION (assigned to Mayor Tran)

PRESENTATION

CONSENT CALENDAR

1. Receive City Council calendar for November and December 2022 (City Clerk)
2. Approve City Council Regular Meeting Minutes of November 1, 2022 (City Clerk)
3. Preview list of items for December 6, 2022 (City Clerk)
4. Councilmember Request List (City Clerk)
5. Council Meetings Schedule (City Clerk)
6. Reconfirm Findings and Determinations Under Resolution No. 9156 and Set Forth in Assembly Bill 361 for the Continuation of Virtual Meetings of the City Council and Legislative Bodies (City Attorney)
7. Approve and Authorize the City Manager to Execute a New 4-Year Agreement with CivicPlus for the CivicEngage Municipal Website Platform (Information Technology)
8. Second Reading Ordinance Amending Sections of Chapter 10, Title XI (Zoning) of the Milpitas Municipal Code Relating to Definitions and Regulations for Commercial Service Land Uses (Planning)
9. Approve and Authorize the City Manager to Execute a Stormwater Management Facilities Operation and Maintenance Agreement between the City of Milpitas and Toll West Coast, LLC for the Parkside Project at 1980 and 1992 Tarob Court and 551 Lundy Place. (Engineering)
10. Sale of the residential unit located at 600 S. Abel Street Unit #208 (Housing)

PUBLIC HEARING

11. Introduction and 1st Reading of Zoning Ordinance for Outdoor Dining (Planning)
12. Introduction and 1st Reading of S. Hillview Zoning Map Amendment (Planning)
13. Adopt a Resolution Certifying Election Results and Adding the Property Located at 1724 Sunnyhills Drive – Parcel 2 into Community Facilities District No. 2005-1 (Annexation No. 22) (Engineering)

COMMUNITY DEVELOPMENT

COMMUNITY SERVICES

14. Facility Naming Subcommittee appointments (Recreation and Community Services)

PUBLIC SAFETY

15. 1000 Hillview Quarterly Report (Police)

LEADERSHIP

16. Approve the Prioritization of Additional Workplan Items City Council Policy (City Manager)

REPORTS

MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS

OPEN ITEMS				
Request No.	**Topic**	**Submitted by:**	**Date Requested**	**STATUS and/or DATE scheduled on City Council meeting agenda:**
1	Investigate labor policies related to Councilmember paternity/maternity leave, clarify if Councilmembers are employees and email to City Council prior to the next City Council meeting.	Dominguez	10/18/2022	
2	Review the City Council handbook to ensure that Councilmembers are guaranteed paternity/maternity leave and not made to give up their seat due to missing consecutive meetings.	Dominguez	10/18/2022	
3	Staff explore eliminating or waiving the fee for the gym at the Milpitas Senior Center	Chua	10/18/2022	the Recreation and Community Service Cost Recovery City Council Policy and bring it back to Council for consideration as part of approval of the FY 2023-24 Proposed Master
4	City Attorney or City Manager draft a written policy regarding foreign language spoken at the dais	Chua	9/20/2022	Item will be brought forward as part of the next City Council additional workplan items prioritization in December/January
5	City Manager to look into defining either a standalone teen center or updating information to indicate the Senior Center also functions as a Teen Center	Chua	9/20/2022	Item will be brought forward as part of the next City Council additional workplan items prioritization in December/January
6	Staff look into construction in the Sunnyhills area	Dominguez	9/20/2022	Staff is following up on this request and will send a status update to Council
7	Schedule an additional ADU workshop	Chua	9/6/2022	Staff is evaluating this request
8	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
9	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
10	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
11	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
12	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
13	Quarterly or Monthly crime statistics on Homekey Project	Chua	6/7/2022	PD will present quarterly reports starting on November 15, 2022.
14	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.
15	Requested the City create a youth scholarship fund for under privileged kids to play sports	Montano	5/17/2022	The City Council approved the Youth Scholarship Program City Council Policy on October 20, 2022 Council meeting.

NOTE: Deferred and Completed Items are not lis

MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS

Request No.	Topic	Submitted by:	Date Requested	STATUS and/or DATE scheduled on City Council meeting agenda:
16	Request for Crossing Guards at McCandless and Montague Expressway and review wages for Crossing Guards	Montano	4/5/2022	Staff is in the middle of a citywide traffic study, which includes school aged pedestrian counts around schools in the City including the McCandless and Montague Expressway intersection.
17	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 ITEMS

Request No.	Topic	Submitted by:	Date Requested	STATUS and/or DATE scheduled on City Council meeting agenda:
18	Establish a SPAR fund modelled after the City of Mountain View - sets asides moneys for opportunities to buy real estate	Montano	6/7/2022	Discussed at Spring Quarterly City Council Workplan Items Prioritization Discussion; Approved to move forward during Summer Quarterly City Council Workplan Items Prioritization Discussion on 9/06/2022
19	Memorial Plaque in honor of youth skateboarder that passed away	Montano	6/7/2022	Discussed at Spring Quarterly City Council Workplan Items Prioritization Discussion; Approved to move forward during Summer Quarterly City Council Workplan Items Prioritization Discussion on 9/06/2022
20	Prepare Vision Zero Action Plan	Tran	6/7/2022	Discussed at Spring Quarterly City Council Workplan Items Prioritization Discussion; Approved to move forward during Summer Quarterly City Council Workplan Items Prioritization Discussion on 9/06/2022
21	Explore the policy for locking mechanisms on shopping carts for large commercial businesses	Tran	4/19/2022	Discussed at Spring Quarterly City Council Workplan Items Prioritization Discussion; Approved to move forward during Summer Quarterly City Council Workplan Items Prioritization Discussion on 9/06/2022
22	Explore an ordinance or policy to reduce thefts and increase security in the commercial retail parking areas	Chua	4/5/2022	Discussed at Spring Quarterly City Council Workplan Items Prioritization Discussion; Approved to move forward during Summer Quarterly City Council Workplan Items Prioritization Discussion on 9/06/2022
23	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
24	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.
25	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.

NOTE: Deferred and Completed Items are not lis

MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS

Request No.	Topic	Submitted by:	Date Requested	STATUS and/or DATE scheduled on City Council meeting agenda:
26	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;
27	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
28	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
29	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.
30	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
31	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	Material for the stem cell donations will be made available at the Senior Trunk-for-Treat event scheduled for Oct. 28, 2022.
32	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.
33	Look into opening up the Senior Center on Saturdays for half a day	Chua	8/5/2021	This three-month pilot was kicked off on Saturday Sept. 10.
34	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
35	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.
36	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.

NOTE: Deferred and Completed Items are not lis

MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS

Request No.	Topic	Submitted by:	Date Requested	STATUS and/or DATE scheduled on City Council meeting agenda:
37	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.
38	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
39	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. Council received a follow-up presentation from staff on 6/21/22 and provided direction on establishing a local tobacco retail permitting program and regulating tobacco retail locations and the sale of flavored tobacco and electronic cigarette products in Milpitas. Staff is now coordinating with the Santa Clara County Department of Environmental Health (DEH) to set up the program, and those arrangement will be brought back to the Council in early 2023.
40	Review City policy on speed bumps	Tran	12/15/2020	Staff is scheduled to bring forward revisions to the Policy at the 11/01/2022 City Council meeting based on input from the Transportation Subcommittee.
41	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.

NOTE: Deferred and Completed Items are not lis

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Accept Commissioner Resignation (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)**
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	11/1/2022
	Recommendation: Accept the resignation of Marshall Jones from the Economic Development and Trade Commission and direct the City Clerk to post the notice of unscheduled vacancy.

BACKGROUND:
In accordance with the City of Milpitas Commission By-Laws adopted as Resolution No. 7702, any member or alternate member of a Commission who is no longer available to serve, must submit a resignation in writing by sending a written communication to the Mayor and the City Clerk. The written resignation must then be accepted and confirmed by City Council via action on the consent calendar at a regularly scheduled City Council meeting. Marshall Jones submitted a notice of resignation from the Economic Development and Trade Commission.

ANALYSIS:
By state law, a Notice of an Unscheduled Vacancy must be posted by the City Clerk to advertise the vacant Commission seat. Final appointment to the board, commission, or committee for the Unscheduled Vacancy shall not be made by the legislative body for at least ten working days after the posting of the notice in the Clerk's office. The notice of the unscheduled vacancy for the Economic Development and Trade Commission will be posted Wednesday, November 2, 2022.

FISCAL IMPACT:
There is no fiscal impact associated with this item.

RECOMMENDATION:
Accept the resignation of Marshall Jones from the Economic Development and Trade Commission and direct the City Clerk to post the notice of unscheduled vacancy.

Attachments:
1. Email from Commissioner Marshall Jones

From: Michael Thomas
To: Suzanne Guzzetta
Cc: Alex Andrade
Subject: EDTC Commission Marshall Jones
Date: Monday, October 24, 2022 12:40:06 PM
Attachments: image001.png

Dear Suzanne,

EDTC Commissioner Marshall Jones informed Director Andrade of his resignation per the forwarded message below. Mr. Jones' message includes a replacement recommendation. I am forwarding to you so that Mayor and Council are informed. Please advise on next steps Econ Dev staff need to perform regarding this matter.

EDTC currently has six commissioners, one alternate and one student commissioner.

Regards,

Michael Thomas, MPA
Economic Development Specialist
Direct: (408) 586-3045
Email: mthomas@milpitas.gov
455 E. Calaveras Blvd., Milpitas CA 95035
www.ci.milpitas.ca.gov

From: Marshall Jones [redacted]
Sent: Monday, September 12, 2022 7:43 PM
To: Alex Andrade <aandrade@milpitas.gov>
Cc: Marshall Jone [redacted]
Subject: RE: Good morning

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links.

Alex,

I wanted to thank you again for taking time to speak with me.
Well, as you had surmised, I do not think that I will be able to make all of our in person meetings. Based on this, I am resigning from my post as Commissioner. With that said, I would like to submit Darrell March's name as a replacement. I have spoken with him and think he would be an ideal candidate.

Please let me know what the next steps should be for me in either case.

Thank you again and my apologies.

Best regards,

Marshall Jones

Marshall E. Jones, CMP
Vice President, Regional Sales
prestige | global meeting source
[redacted]

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CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Consider the Recommendation from Mayor Tran for Appointment to City Commissions (Contact: Mayor Tran, 408- 586-3029)**
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	11/1/2022
	Recommendation: Receive the recommendation from Mayor Tran and approve appointment to the Science, Technology and Innovation 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. The Commissions 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:

Science, Technology & Innovation Commission:
1. Appoint Aahan Shah to a non-voting student seat with a term expiring January 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 appointment to the Science, Technology and Innovation Commission.

Attachments:
1. Application for the Science, Technology & Innovation Commission

COMMISSION/COMMITTEE APPLYING FOR:	Science, Technology and Innovation Commission
Name	Aahan Shah
Address Type	Residence
Address	[redacted]
City	Milpitas
Postal/Zip Code	95035
Mobile Number	[redacted]
E-Mail Address	[redacted]

Occupation	Student - Sophomore
College, Professional, Vocational, or other schools attended	Milpitas High School (MHS)/Grade 10

List community organizations to which you belong or have belonged (additional information may be attached).

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):

Job Application: Non-Voting student member position under the Science, Technology, and Innovation Commission with the City of Milpitas.

Dear Respected Mayor and Council Members,

Since the dawn of humanity, the yearning for curiosity to create a fire intrigued by a bolt of lightning is still burning strong in modern civilization. When a question is raised, curiosity seeks an answer. Answers based on research, knowledge, and experiments result in disruptive innovation.

I am Aahan Shah, a proud incoming sophomore at Milpitas High School. I sincerely believe that unraveling the research potential at an early stage of education is the cornerstone of every technological advancement. My passion for research and science has led me to participate in and contribute to several STEM projects and science fairs, receiving recognition from my school, the society for science, and the Mayor and Council members at the City of Milpitas. My most notable awards and accomplishments include:

· 2020 Top 300 Broadcom MASTERS. Society for Science. Affiliate Fair ID: USCA07
Project Title: Olfactory Sensory Detection Device (OSDD) – A Novel Electronic Nose for Improved Transduction and Odor Localization.

· 2019 Synopsys Silicon Valley Science and Technology Championship
Project Title: Effect of Mass and Thrust on the Speed of Propeller Zipline Cable Car (Physical Science and Engineering) Honorable Mention.

· 2018 Green Ecology Officer - Leadership council at the Stanford Middle School, Grade 6.

In addition to my extensive research experience in Circuit building, Arduino, CAD, and Python coding, I am currently focused on prediction modeling using mathematical and Machine Learning (ML) algorithms.

With great enthusiasm, I would like to submit my application for the non-voting student member position under the

Science, Technology and Innovation Commission with the City of Milpitas (https://www.milpitas.gov/our-government/commission/stic/). I believe that my education, skill-set, experience, intensive training, and accomplishments make me the most qualified candidate for this position. Please see my LinkedIn profile for additional information at www.linkedin.com/in/aahan-shah-a2a2b6234.

The scientific transformation of our lives for the better is not shaped by science but by how scientists use it for societal welfare. I believe there is a huge opportunity for public school students to participate in science fairs and develop their research potential.

As science evolves, young scientists must advocate for innovations focused on the public benefit and aiding people in times of need. With this mission, I would like to take the initiative to drive awareness, encourage, and provide mentorship to our young elementary and middle school scientists. Here is an outline of the program that I would be interested in leading:

1. Facilitate multiple one-day special workshops exhibiting my past projects with prototypes. Aid guidance on how to harness and gain deeper understanding on various fields in science and technology. Provide awareness on the various prestigious science fairs such as the 2023 Synopsys Championship, Broadcom MASTERS, and 3M Young Scientist.

2. Guide students through the various stages of project development, such as project selection, preliminary research, procedures, experiment reviews, and presentations. Assist teacher with choosing projects ideas, criteria reviews, judging, board/presentation, documentation, and other required logistics to participate in competitions.

This, of course, will not be possible without your support, and I would be truly honored to volunteer for the City of Milpitas. I humbly request you to grant me this opportunity to help our community and inspire young scientists.

Please accept my gratitude for your consideration and time. I am looking forward to any further discussions on this and your response.

Sincere regards,

Aahan Shah (He/Him/His)
[redacted]

Upload a File	Job Application_Non-Voting Student Position_City of Milpitas.docx
Date	Aug 19, 2022
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.	Aahan Shah

Appointments to Commissions or Committees are made by the Mayor with the concurrence of the City Council. Applications not acted upon will expire after one year from the date submitted unless renewed by the applicant. Once submitted, your application will be submitted to the City Clerk.

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

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:	11/1/2022
	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.

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:	**Approve and Authorize the City Manager to Execute a Professional Services Agreement with SCI Consulting Group for Storm Drain Fee Analysis Services for a Not-to-Exceed Amount of $229,216.00.** **(Staff Contact: Roger Lee, Interim Public Works Director, 408-586-2602)**
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	11/1/2022
	Recommendation: (1) Receive report on professional services proposals received and approve a professional services agreement with SCI Consulting Group; (2) Authorize the City Manager to execute the agreement in the not to exceed amount of $229,216.00.

BACKGROUND:

The City of Milpitas storm system consists of 112 miles of pipeline, approximately 1,400 manholes and 3,500 storm drain inlets. The system collects surface stormwater runoff and conveys the stormwater to 13 pump stations located throughout the City. Operation of this separate storm system is permitted and regulated by the San Francisco Bay Regional Water Quality Control Board through a National Pollutant Eliminate Discharge Permit known as the Municipal Regional Permit. The MRP, which was recently reissued, includes increasing regulatorily required activities to minimize pollutants flowing through the storm drain system into local water ways. Any expenditure for the stormwater utility, including operation and maintenance expenses, are funded only by the General Fund. The budgeted amount for FY23 is $1,018,152. To effectively meet all future system demands, staff estimates a minimum amount of approximately $5 million annually for O&M, regulatory compliance, and capital expenses are needed.

On November 2, 2021, staff and City consultant (Schaaf and Wheeler) presented to City Council the draft Milpitas Storm Master Plan. Input received from City Council centered around the lack of funding for the storm utility with an emphasis on exploring future funding options.

On August 9, 2022, the City Council adopted the Storm Master Plan (Plan). The adopted Plan identifies critical projects to rehabilitate the storm system infrastructure and increase conveyance capacity including but not limited to:

- Approximately five miles of pipe replacement and upsizing to alleviate stresses on the storm drain infrastructure and mitigate the likelihood of flooding. Estimated cost: $26 million.
- Prioritization of storm pump stations based on maintenance requirements, on-going renewal and replacement and station capacity. Estimated cost $33 million

As part of the recommended actions authorized by City Council, staff was to return to Council with various funding options for the Stormwater System by December 2022.

ANALYSIS:

On August 8, 2022 the City's Purchasing Division released RFP No. 23-002 for Storm Drain Fee Analysis Services. The Request for Proposal (RFP) outlined several required tasks that included establishing benchmarks to enumerate revenue requirements, identification of potential revenue alternatives, developing a draft financial program report, preparing final report and delivering presentation to City Council, and community outreach. An optional task of Community Polling was also included.

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. OpenGov.com, the City's eProcurement system. Additionally, the RFP was published on the City's website.

Upon release, 864 firms were notified of the proposal opportunity and 17 firms downloaded the RFP documents. Staff issued no addenda related to this RFP, however twelve clarifying questions were answered by City staff. Three firms responded to the RFP by the published closing date of September 9, 2022 at 2:00 p.m. The proposals received were reviewed by Purchasing staff for compliance and responsiveness and all were accepted.

The three companies that continued in the evaluation process were:

1. SCI Consulting Group
2. NBS
3. Raftelis Financial Consultants, Inc.

The evaluation committee reviewed proposals based on the following criteria:

1. Cover Letter and Compliance
2. Company Profile
3. Execution Plan
4. References
5. Personnel Assigned
6. Proposed Compensation

The proposals submitted by the three firms then underwent evaluation by the three City staff members who comprised the evaluation committee. After compiling preliminary scoring, the top firm SCI Consulting Group (SCI) was selected and the firm most qualified to provide this service for the City. The evaluation committee finalized all scoring, and the table below shows the final evaluation scores with the recommended firm highlighted in green:

Storm Drain Fee Analysis **RFP No. 23-002**	**SCI Consulting Group**	NBS	Raftelis Financial Consultants Inc.
Final Evaluation Score	**89**	72.17	77.33

Staff contacted the references provided by SCI, all of which were favorable.

To further clarify the workflow of SCI, staff negotiated proposed pricing and requested that SCI include in their work schedule the following milestone tasks that will require future City Council consideration and direction prior to preceding with the next task as shown in the table below. SCI has been successful in guiding cities to secure resident and business approval for balloted related stormwater fee.

Therefore, it is recommended that all tasks be funded with the not-to-exceed amount of $229,216. However, this amount will only be expended upon the completion of all specified milestones and future direction from City Council. If City Council chooses a storm system funding option other than a balloted property related fee (milestone #1) such as a parcel tax or general obligation bond; declines to proceed with a balloted property related fee due to any other reason (milestone #2); or if community survey is not favorable to support a ballot measure (milestone #3), the services of SCI would be respectively stopped at the negotiated not-to-exceed amounts.

Milestone	Task Product Presentation	Not to Exceed Amount for each Milestone	Estimated City Council consideration date
#1	Various funding options	$31,726	Feb 2023
#2	Revenue requirement analysis	$66,766	August 2023
#3	Community survey	$91,470	December 2023
	Receive completed fee report / Prop. 218 implementation/ Community outreach	$137,746	Feb/March 2024
	TOTAL:	$229,216	

If work is authorized through completion, SCI will assist the City in determining the feasibility of implementing a dedicated, sustainable revenue stream to fund the City's stormwater utility needs. SCI will evaluate the information contained in the Storm Master Plan including but not limited to, the City's capital improvement program projects, operations and maintenance program costs, and costs associated to regulatory compliance. If authorized by City Council, this would result in various community surveys and outreach needed to establish the selected revenue mechanism through a Proposition 218 balloted process.

POLICY ALTERNATIVE(S):

Alternative 1: Do not award RFP No. 23-002 to SCI Consulting Group for Storm Drain Fee Analysis services.

Pros: Community would not be subjected to a balloted property related fee to fund the stormwater system.

Cons: Stormwater funding would continue requiring subsidy from the General Fund.

Reason not recommended: Storm water system provides vital service to community. Operation, maintenance and improvements to the system are critical to continue this service and there have been insufficient General Fund resources to adequately maintain and rehabilitate the stormwater system.

FISCAL IMPACT:
The fiscal impact of $229,216 will be funded from the Unanticipated Expenditure Reserve as needed per the milestone schedule.

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. 23-002 and Authorize the City Manager to Execute the Professional Services Agreement with SCI Consulting Group to Provide Strom drain fee analysis services for the not to exceed amount of $229,216.00.

Attachment(s):
1. Professional Services Agreement with SCI Consulting Group

CITY OF MILPITAS
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of _____ ("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 SCI Consulting Group a corporation with its principal place of business at 4745 Mangels Blvd. Fairfield CA 94534 (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:

STORM DRAIN FEE ANALYSIS
(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 **Two Hundred Twenty-Nine Thousand Two Hundred Sixteen Dollars and Zero Cents ($229,216.00).** This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within thirty (30) days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in

the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

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

5. Term.

The term of this Agreement shall be from **The Date First Written Above to December 31, 2024,** unless earlier terminated as provided herein. The City reserves the right to review the Consultant's performance at the end of each year and cancel all or part of the Agreement.

6. Delays in Performance.

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

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

7. Compliance with Law.

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

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

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

8. Standard of Care

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

9. Assignment and Subconsultant

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 **John Bliss, P.E.** 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:	CONSULTANT:
City of Milpitas	SCI Consulting Group
455 E. Calaveras Boulevard	4745 Mangels Blvd
Milpitas, California 95035	Fairfield, CA 94534
Attn: City Manager	Attn: John Bliss, P.E., President

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 SCI CONSULTING GROUP

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

CITY OF MILPITAS

Approved By:

_____
Steven G. McHarris, City Manager

_____
Date

Approved As To Form:

_____
Michael Mutalipassi, City Attorney

Approved:

_____
Lauren Lai, CPA, MPA
Finance Director/Risk manager

Approved As To Content:

_____
Roger Lee, Interim Director of Public Works

SCI Consulting Group

_____
Signature

_____
Name

_____
Title

_____
Date

_____
DIR Registration Number (If Applicable)

EXHIBIT A

Scope of Services

The following scope of services described below are specific tasks the SCI Team will perform to conduct a comprehensive storm drainage fee study.

[CONSULTANT'S EXECUTION PLAN BEGINS ON FOLLOWING PAGE]

Task 1 – Project Management and Coordination Lead: SCI

SCI, as prime consultant, will provide comprehensive project management for all project tasks, including internal consultant-staff coordination, invoicing and other support activities, and monthly budget and status updates for the City.

SCI will initiate the project with a kick-off meeting and prepare a comprehensive agenda for a productive and efficient meeting. The goal of this meeting will be to review the scope as well as discuss strategic objectives and identify key decision points and milestones. Also, SCI has well-developed approaches and processes to ensure control over overall project costs, schedules, and quality assurance/quality control, which will be discussed and customized for this project.

SCI will schedule periodic project meetings with appropriate City staff throughout the project. Each session will be preceded by an agenda to identify the subject of the meeting and followed up by action notes. This PROPOSAL is based on the assumption that in-person meetings will be allowed during the life of the project. To the extent that COVID restrictions are still in place for portions or all of the project, SCI is prepared to conduct business through a virtual format without diminishing our communication, effectiveness or the deliverables outlined below.

SCI will also provide monthly updates in conjunction with the monthly invoicing cycle including a description of the work performed and task budget status for each billing period as well as schedule updates.

Deliverables

- *Meeting agendas and action item summaries*
- *Monthly Status Reports, invoices, and schedule updates*

Task 2 – Data Collection and Document Review Co-Leads: SCI and LWA

Every city with which the SCI Team works provides a different starting point – particularly with stormwater funding where financial systems are not typically tailored for easy access to the full and true costs of the program. Documentation of capital needs are another area that differs from city to city. It is the Team's understanding that the Storm Drain Master Plan was updated in 2021 and includes a comprehensive list of capital needs. This document, along with the recent collective experience of City staff, will be invaluable in helping to determine the City's storm drainage needs.

We will develop and provide a comprehensive list of data requirements for the City staff to provide. These data items will support the Tasks 4, 5 and 6 work, including budget information, levels of service, program elements, and needs. We will interview key city staff and other stakeholders to confirm and augment the information contained in the various documents. This task's primary goal is to catalog and vet previous documents as well as ensure

that the City's approaches are in full harmony with various strategic goals set out by City leadership.

Deliverables

- *List of data requirements*
- *A brief summary of essential discussion items, decisions, and findings*

Meetings:

- *One kick-off meeting*
- *Follow-up interviews with key staff in groups or individually*

Timeline Implications:

- *After several weeks of lead time, will run mostly concurrently with Task 3*

Task 3 – Funding Options Lead: SCI

A variety of potential additional funding mechanisms will be evaluated, including special taxes, user taxes, transient occupancy taxes, sales taxes, balloted property-related-fees, non-balloted property-related fees, benefit assessments, regulatory fees, new development fees, service fees, and other non-balloted fees and revenues. Each potential source will be studied and evaluated along with important attributes such as political viability, legal rigor, sustainability, legislative factors, costs of implementation and administration, future reliability, timeline, and compatibility with other funding mechanisms.

One area of interest to most municipalities is the impact of Senate Bill 231 (Hertzberg) on storm drainage funding. On its face, SB 231 provides a rate-setting path forward that avoids the voter-approval requirement – making it identical to water and sewer rates. However, there are constitutional and separation of powers questions surrounding this important legislation. The authors of Proposition 218, Howard Jarvis Taxpayers Association, has vowed to bring suit against any municipality that proceeds along the SB 231 route.[1] As an active member of Senator Hertzberg's SB 231 Working Group, SCI is currently not encouraging cities to pursue SB 231 unless they have unique service characteristics that link stormwater to other property-related services (e.g., water, sewer, and solid waste) and have the appetite to be a test case along with the time and resources that would involve. This PROPOSAL is based on the City pursuing a mail ballot proceeding in accordance with Proposition 218 and the 2002 *Salinas*[2] decision.

[1] SCI is aware of at least one warning letter received by a small city along the Central Coast warning of that very outcome. That city subsequently ceased their effort.

[2] A lawsuit was decided by the Sixth Appellate District against the City of Salinas (2002), which established a legal requirement to submit stormwater fees to a ballot proceeding.

This task will provide the City with all options, including balloted (fees or parcel taxes) and several non-balloted options. This effort will enable the City to answer the following question: "*Have you done all you can before asking me for a new fee?*" The results of this analysis will provide the City with many options to consider before proceeding to a costly, risky, and time-consuming ballot measure.

Deliverables:

- *PowerPoint summarizing funding options, and initial recommendations*

Meetings:

- *Staff interviews, as needed*
- *Iterative workshops with project staff to vet current and potential internal regulatory and development fees*
- *One PowerPoint presentation to senior staff*
- *PowerPoint presentation to City Council*

Timeline Implications:

- *Will run mostly concurrently with Task 2*

Task 4 – Revenue Requirement Analysis Co-Leads: SCI and LWA

Upon direction of the City Council per completion of Task 3, the SCI Team will proceed with a thorough financial analysis to determine the City's revenue requirements for a storm drain fee structure.

Financial Analysis

SCI and LWA have comprehensive and extensive experience estimating existing and future stormwater program costs and has completed similar analyses for numerous other municipal clients. Stormwater rate-setting is unique among utility rates because of the voter-approval requirement and absence of the five-year rate limitation. The initial rate structure must be extremely durable and consistent for the long haul since the only adjustments in future years will be as prescribed by an inflationary index (such as the Consumer Price Index or Construction Cost Index). Accordingly, rates will automatically be smooth for future years, but the challenge is to build an expenditure plan that will fit sustainably within those "locked-in" revenues. For this to work, a robust long-range model is essential. Based on the data collection effort described above, SCI will utilize its long-range, 30-year financial forecasting tool to develop future stormwater program annual costs and the revenue requirement necessary to fund the program.

The work in this task will be iterative insomuch as City staff will be interviewed and continually involved in working through and coordinating the expenditure forecasting of costs in the three

main areas of concern: operations and maintenance, NPDES Permit compliance, and capital needs.

Parcel Analysis

An important part of this task will be the compilation of the parcel attributes. In particular, SCI will need to perform an audit of parcel lot coverage of impervious surfaces for the various land classes. The parcel audit is a time-consuming task that will require looking at all our data sources, viewing aerial photos, and possibly some site visits. The data generated in this effort will be the backbone of the analysis that follows, where the nexus of parcel attributes to the fee structure is developed. This analysis uses many layers of statistical work and a reasoned and stout rationale for the resulting nexus.

This task will also include rate credit provisions to incentivize on-site runoff abatement that could apply to traditionally impervious large sites such as commercial, industrial and institutional parcels as well as newly developed sites to help the City implement structural BMPs and hydrograph modification practices. Examples of this can be found in our recent Fee Reports for the cities of Cupertino, Alameda, and Davis.

This analysis will form the basis of setting the single-family equivalents (SFEs) for each parcel.

Preliminary Fee Levels

The fee calculation is a simple equation: Revenues Required divided by Single-Family Equivalents. Within this task, those two elements will be largely determined such that preliminary rate levels can be determined. The preliminary work will include at least four (4) rate structure options incorporating all necessary revenues, costs, fund balance targets, reserves, debt service considerations, and capital improvement scenarios. This is essential to prepare for the follow-on task (Task 5 – Community Opinion Poll).

Deliverables:

- *Spreadsheet-level summary of costs, revenue requirements, and preliminary fees*
- *PowerPoint summarizing financial findings and initial recommendations*

Meetings:

- *Staff interviews, as needed*
- *Iterative workshops with project staff to vet progress and scenarios*
- *One PowerPoint presentation to senior staff*

- *PowerPoint presentation to City Council*

Timeline Implications:

- *Will require three to five months*
- *Will not be concurrent with other tasks*

Task 5 – Community Polling Lead: SCI

Upon direction of the City Council per completion of Task 4, the SCI Team will proceed with a community opinion poll.

A community poll and opinion research phase would provide the City with a highly accurate projection of ballot support for a new storm drain fee or tax. Also, the opinion research will provide a clear insight into the community's priorities to enable the City to finalize a set of services and improvements that will best meet the community's needs. This insight will support the refinement of branding, messaging, and communication with the community.

The SCI Team has developed a sophisticated research methodology for identifying the priorities of registered voters and property owners, their support for a local funding measure and how best to package it for success. One of the primary strengths of the recommended approach is its proven ability to identify support most accurately from different types of property owners, such as single family residential, business, industrial, apartment, and investment property owners. Moreover, the recommended approach and methodology have proven to provide accurate and reliable research findings in a wide range of social and economic environments. These include rural areas and urban communities, ranges of income, and a variety of ethnic backgrounds.

Due to the demonstrated higher level of accuracy and improved ability to reach all types of property owners and voters, the SCI Team recommends a mailed survey approach specifically tailored to account for the unique aspects of the potential mail-ballot property-related fee. (The methodology developed by the SCI Team has proven to be materially more accurate than standard phone surveys in predicting actual ballot results for property-related fees.)

Based on the scenarios and the potential services and improvements developed in the previous tasks, the SCI Team would develop a preliminary storm water fee/tax structure. The fee/tax structure will allow us to assign each parcel an actual fee or tax amount to be tested in the survey phase. This is important because Proposition 218 requires the City to inform property owners about the fees that will be voted on by property owners. Unlike water, sewer and solid waste fees that are not required to go to the ballot, individual storm drain fees may appear on the final ballot. Therefore, an effective survey should show the same information in order to be predictive of the ultimate balloting. By developing a preliminary fee/tax structure and printing the individual fee/tax on each survey form, the SCI Team would ensure the opinion research

accurately measures support from all types of property owners and is based on the specific fee or tax they may be asked to support for their property, instead of an average rate that may have no relation to their proposed fee.

After the period allowed for the mailing and postage-paid return of the surveys, the SCI Team would conduct complex analysis and modeling of the survey results for the City as they relate to the expected property owner ballot participant profile and balloting scenario. After completing this detailed modeling and analysis, the SCI Team would prepare a PowerPoint level presentation that summarizes the opinion research findings and makes recommendations regarding residents' and owners' storm drain improvement and service priorities, as well as the feasibility of moving forward with a ballot measure to fund such priorities. The presentation will also include additional value-added elements such as the recommended ballot measure alternatives and services to be funded, an outline of the recommended action plan for proceeding with local funding measures, profiles of likely supporters and opponents, service priorities, support by geographic area, and key messaging elements and strategies. The SCI Team recommends mailing 6,000 survey questionnaires to achieve a +/-3% margin of error.
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Deliverables:

- *Conduct statistically valid mailed community survey*
- *Printing, addressing, mailing, return postage of 6,000 surveys*
- *PowerPoint presentation of survey findings and recommendations*

Meetings:

- *PowerPoint presentation to staff*
- *PowerPoint presentation to City Council asking for direction on proceeding with Final Fee Report*

Timeline Implications:

- *Will proceed after City Council direction from Task 4*
- *The Survey task will require three to four months to complete*

Task 6 – Fee Report Lead: SCI

The Fee Report will be done in two phases: Draft Report and Final Report. The draft report will be developed concurrently with the Community Survey (Task 5) with financial information and preliminary rates. The final report will be developed only after the results of the survey are known, analyzed and presented to the City Council. Upon completion of the survey and direction from the City Council regarding priority program elements and rates, the SCI Team will proceed with the Final Report.

Building on the information from previous tasks, the SCI Team will prepare a comprehensive Proposition 218-compliant property-related fee engineering and nexus/justification report ("Fee Report") for the proposed programs and improvements to be funded. The Report will include a detailed description of the programs and improvements as identified in previous tasks as well as the rationale used for the fee apportionment (typically based on impervious area) and calculation of the specific proposed fee amount for each parcel in the City.

The Report will include legal considerations and issues for the fee methodology, appeal processes, and alternative revenue enhancement options. The process will build on the data gathered in previous tasks, including parcel data, community priorities, and budgets, cost estimates, and multi-year proforma for all services and improvements. The Fee Report will also include stormwater rate levels for various similar and nearby municipalities.

The Fee Report's development is an iterative process and will be interwoven with the recommended early stakeholder outreach. This process varies depending on the community and will be tailored to fit the City's situation. SCI will present these fiscal plans, data review and analysis, and various fee scenarios to the City in up to three review sessions. Issues uncovered by the reviews will be highlighted and remedies suggested. Depending on the iterative path decided upon, new scenarios may be presented to internal (and possibly selected external) stakeholders to help refine the rate structure and incorporate the community's priorities.

Once City staff (and possibly the City's legal counsel) have reviewed the data and information, we will prepare a Draft Fee Report for a consolidated review by City staff of the recommended revenue requirement, rate structure and fee levels. After that review and final input from the City Council on rate levels and program priorities, SCI will prepare the Final Fee Report that satisfies the requirements of Articles XIIIC and XIIID of the California Constitution (Proposition 218), the Government Code, and other relevant code sections. The Report will be prepared and signed by Edric Kwan, PE, a registered Civil Engineer. The Report will include a detailed description of the proposed fee structure for the programs and improvements, future capital and facility improvement needs, a detailed cost estimate, the rationale used for the fee apportionment, calculation of the specific proposed fee amount for each parcel in the City, any necessary maps or diagrams, and other elements.

<u>Deliverables</u>:

- *Draft Stormwater Fee Report*
- *Final Draft Stormwater Fee Report[3] and supporting PowerPoint for City Council Study Session*

[3] Recent Examples of SCI's Stormwater Fee Report can be found at the three following locations:

- *Final Fee Report for City Council Approval*

Meetings:
- *Iterative workshops with project staff*
- *One presentation to senior staff*
- *One study session with City Council*
- *One City Council presentation of Final Fee Report for Adoption*

Timeline Implications:
- *Draft Report development will run concurrently with Task 5*
- *Final Report will require six to eight weeks to prepare for City Council Approval*

Task 7 – Proposition 218 Fee Implementation Lead: SCI

SCI recognizes that this process is new for each of our clients, so we will lean on our extensive experience to advise the City on the process and advise (and, in many cases, train) City staff on these procedures. There are many documents that will be required to support the process, and SCI will draft each one for the City's review.

- City of Davis): http://documents.cityofdavis.org/Media/Default/Documents/PDF/Stormwater/Stormwater-Utility-Cost-of-Service-Rate-Study-ATT1-Fee-Report.pdf
- City of Alameda (2019): https://www.alamedaca.gov/files/sharedassets/public/public-works/misc/exhibit-1-draft-stormwater-fee-report.pdf
- City of Cupertino (2018): https://www.cupertino.org/home/showdocument?id=23893

Overview

Implementation of a property-related fee includes several steps:

a. City Council approval of the Fee Report, setting a public hearing[4] date and time, and authorizing the mailing of notices.
b. Printing and mailing of notices.
c. Conduct a public hearing no less than 45 days after the mailing of notices.
d. City Council authorization of mailing of ballots (*if no majority protest is formed*).
e. Printing and mailing of ballots.
f. Tabulation of ballots after close of ballot period (*at least 45 days after public hearing*).
g. City Council certification of results of the balloting, authorizing the fee structure if support is over 50%.
h. Roll out of fees into property tax bill system (or utility billing system).

As noted above, the Proposition 218 process for stormwater fees included a ballot proceeding. The final step is the tabulation of ballots, and the City Clerk will be designated as the official tabulator. Since State law does not prescribe a detailed procedure for conducting the proceeding, one of the first actions of this task is to develop a Proposition 218 Procedures resolution to be adopted by the City Council. This kicks off a stream of documents that will require input and review by the City Clerk, City Attorney, Finance Director and other senior staff.

Documents

The SCI Team will draft all notices, resolutions, ordinances, and staff reports required for each step in the process as well as the final ballot packet. City staff, including the City Clerk and legal counsel, will review and finalize all these documents. We will also assist the City and its legal counsel with a public hearing script for the Mayor and responses to property owner testimony at the public hearing.

Municipal codes for each city are structured differently, and ordinance practices vary. Many cities choose to adopt a stormwater rate ordinance that clearly defines the City's authority to do so, the services provided, areas serviced, initial rates, and other elements to demonstrate adherence to the California Constitution (e.g., Article XIIID) and statutes. The timing of the ordinance is also variable. Some cities have introduced an ordinance prior to the ballot proceeding, thus making the ordinance part of the voter approval process. However, this calls into question the ability of the City Council to make administrative changes later without voter

[4] These public hearings are prescribed by Proposition 218, and commonly called "protest hearing" because if protests are received from owners of a majority of parcels, the rate implementation process is blocked.

approval. Another timing option is to adopt the ordinance after the successful balloting on the rates.

The design of the official notice, ballot, and supporting informational items and mailers is one of the most important elements of a successful ballot outcome. The SCI Team will utilize its unmatched expertise and track record to design these items that clearly and concisely explain the reason for the stormwater fee while meeting all legal requirements.

Printing and Mailing

After the designs of the notices and ballots are finalized, the SCI Team will oversee the printing, addressing and mailing of the notices and then the ballot packets. (This work will be performed by our reliable mail house partner, Admail West, a printing and mailing firm with industry-leading experience with registered voter elections and mail ballot proceedings.) Throughout the noticing and balloting periods, the SCI Team will also field and respond to property owner inquiries, will research and confirm new owners that are not reflected on the official county property ownership records, and will issue replacement ballots upon request.

Tabulation

Tabulation is required by law to be done either by an impartial third party (which the City Clerk is defined to be), or in public view. The SCI Team is proposing to do the manual work of the tabulation efforts using its proven bar scan technology under the direction of the City Clerk. Further, we would recommend conducting the tabulation process in a room accessible to the public to avoid any appearance of impropriety. We estimate that the tabulation will take no more than two days to complete.

Deliverables:

- *Management of noticing and balloting process*
- *Designing, printing, mailing of fee notices (Approx. 20,000)*
- *Designing, printing, mailing of ballot packets (Approx. 20,000)*
- *Supporting staff reports, resolutions, and ordinances*
- *Property owner support throughout process*
- *Training City Clerk and staff on procedures and scripts for answering citizen questions*

Exclusion:

- *Integration of parcel-based fee data (required for balloting) with the City's account-based utility billing system. If the fees are approved by the voters, SCI can assist the City in this effort for an additional fee*

Meetings:

- *Three City Council meetings*
  - *Fee Report Approval / Initiation of Proposition 218 process*
  - *Public Hearing*

- *Certify ballot results / take final actions*

Timeline Implications:

- *Four to five months subsequent to City Council approval of Fee Report and initiation of Proposition 218 process*

Task 8 – Community Outreach Lead: SCI

SCI is a firm believer in bringing the community's voice into the process early and often, and defined in two phases:

- **A listening phase** where early concepts for system needs and revenue mechanisms are presented to trusted stakeholders for their input and feedback. This helps the City to broaden its perspective and develop a work product that is responsive to the community's priorities. It also allows the City to develop a robust messaging program to engage the broader community better.
- **An education phase** where the rate structure is well-developed along with message components. This phase typically occurs after the City Council has approved the rate structure along with the City's stormwater system goals and objectives.

Figure 3 shows two parallel tracks for a typical stormwater ballot measure. The tasks in green are the procedural and administrative milestones. The tasks in blue show a typical community outreach program and how it begins right at the beginning (listening phase) and continues right through to the final step (education phase) in a progressive manner.

Figure 1

How Community Engagement informs all steps in a revenue measure

With this in mind, the SCI Team will assist with public informational and educational outreach strategies and property owner informational services. Our firm's informational outreach efforts, which will continue throughout the ballot proceeding, include tasks necessary to ensure that the property owners are adequately informed about the assessment ballot proceeding and the proposed services/improvements in their area before the mailing of ballots. The SCI Team understands that basic message components will need to be simple, clear and transparent, and need to be well supported with detailed and substantive information. Credibility is the most important factor in this outreach.

a. Develop Communication Infrastructure

The SCI Team will carefully evaluate and develop potential communication infrastructure. Working with City staff (i.e., Public Information Officer, etc.), we will evaluate and ultimately coordinate existing communication infrastructure, including stakeholder contacts, print media, website, social media, print publications, neighborhood groups, newsletters, etc. We will prioritize and integrate the various methods as appropriate. We will also look at e-mail contacts with HOA and neighborhood leaders, and web-based platforms like nextdoor.com. We will develop a schedule for community stakeholder meetings, due dates for local group newsletters, etc. Our extensive experience has shown that the most effective communication mechanisms for this type of infrastructure are small, local, and neighborhood-based, with a personal communication or face-to-face element. This approach is not expensive, but it is a fair amount of work, and is very effective when well-executed.

b. <u>Develop Communication Messaging</u>

The development of the messaging and supporting information is an iterative process with City staff, the SCI Team, and members of the public. Throughout this process, the SCI Team will analyze and refine messaging associated with stormwater infrastructure. In this task, the SCI Team will develop draft communications of various types. These may include website content, Frequently Asked Questions (FAQ) documents, camera-ready mailers and brochures, PowerPoint presentations, and emails, scripts and other adaptable messages.

c. <u>Communications Rollout and Implementation</u>

Once the outreach plan is well-vetted, reviewed and refined, the SCI Team will coordinate the rollout and implementation of the plan. SCI will provide preparation and support for City staff each step along the way and can be available to attend selected meetings. SCI will also develop detailed rates and parcel data for selected stakeholders (e.g., Chamber of Commerce, school districts, large landowners, etc.).

<u>Deliverables</u>:

- *Outreach Action Plan*
- *Draft messaging documents, updated as needed (website content, FAQ, fact sheet, handouts, PowerPoint, adaptable messaging)*
- *Curation of stakeholders list and meeting schedules*

<u>Exclusions</u>: This proposal and pricing do not include the printing and mailing of any outreach material.

<u>Meetings</u>: Five community/stakeholder meetings (in addition to Task 7 meetings)

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.

SCI Consulting Group -- Larry Walker Associates
City of Milpitas
Storm Drain Fee Analysis

Assigned staff:	John Bliss	Edric Kwan	Jerry Bradshaw	Susa Barnes	Karen Ashby	Airy Krich-Brinton	Support Staff
Firm:	SCI				LWA		
Classification:	President & Senior Engineer	Vice President	Senior Advisor	Senior Consultant	Vice President	Project Engineer II	
Fully Loaded Hourly Rate:	$286	$275	$265	$203	$310	$224	$70
Subcontractor Markup:					10%	10%	

Work Plan Task Number/Description	Hours							Total Hours	Total Costs
1. Project Management and Admin		8		24				32	$ 7,072
2. Data Collection and Doc Review		24	6	16	20	24		90	$ 24,172
3. Funding Options		16	2	8				26	$ 6,554
4. Revenue Requirement		42	32	16	20	16		126	$ 34,040
5. Community Survey	8	28	4	52			30	122	$ 23,704
6. Fee Report	4	32	8	8					$ 13,688
7. Prop 218 Fee Implementation		20	8	60			20		$ 21,200
8. Community Outreach	16	16	6	20			8	66	$ 15,186
TOTAL DIRECT HOURS:	**28**	**186**	**66**	**204**	**40**	**40**	**58**	**622**	**$ 145,616**
								Total Labor Cost:	**$ 145,616**

Direct Costs		Units	Cost	Total Costs
Incidentals	Travel, data and other items	12	$ 550	$ 6,600
Mailed Survey	Printing, Addressing, Mailing, Return Postage	6,000	$ 2.00	$ 12,000
Notice	Printing, Addressing, Mailing, Return Postage	20,000	$ 1.25	$ 25,000
Ballot		20,000	$ 2.00	$ 40,000
			Direct Costs:	**$ 83,600**
			BASE BUDGET ALLOCATION	**$ 229,216**

Consultant proposes to perform all work contained in the propossed scope of work on a fixed-fee basis with the exception of incidental costs as shown above, which charges shall be billed as incurred. Cost estimates include up to 11 in-person meetings with staff or in public settings. Any additional meetings shall be charged at the rate of $1,050.00 per meeting.

Potential Project Phasing

The execution plan and schedule includes frequent City Council meetings at certain milestones. At any of these, the City Council may consider terminating or delaying the project. Based on that potential, the compensation schedule can be broken into at least three partial-completion phases:

- If the work is terminated or delayed at the Task 3 (Funding Options) milestone, the compensation due would be limited to $31,726.
- If the work is terminated or delayed at the Task 4 (Revenue Requirement Analysis) milestone, the compensation due would be limited to $66, 766
- If the work is terminated or delayed at the Task 5 (Community Survey) milestone, the compensation due would be limited to $91,470.

EXHIBIT C

Activity Schedule

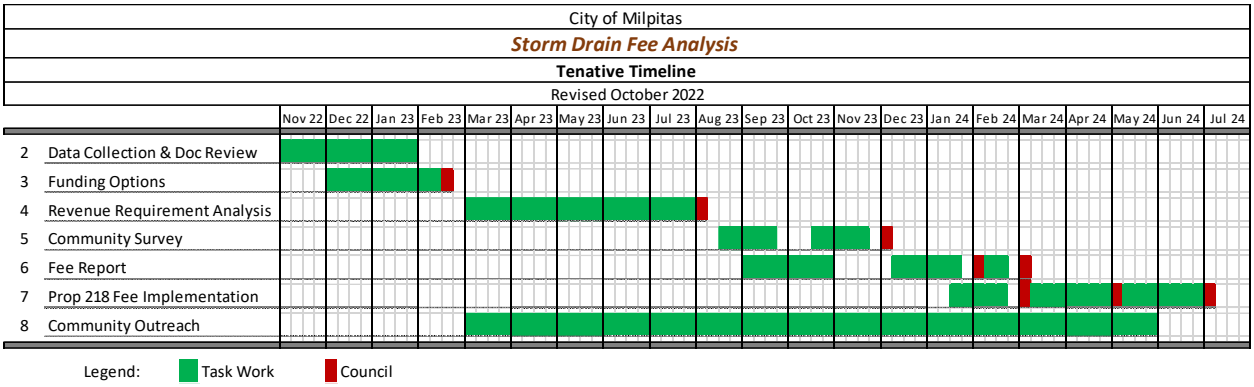

EXHIBIT D

INSURANCE REQUIREMENTS

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

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

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

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

Commercial General Liability (CGL):

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

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

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

Automobile Liability:

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

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

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

Professional Liability (Errors and Omissions):

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

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

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

Workers' Compensation Insurance:

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

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

Builder's Risk (Course of Construction):

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

Contractor's or Consultant's Pollution Legal Liability:

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

If the Contractor or Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor or Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Cyber Liability Insurance

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

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

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

Surety Bonds:

Contractor shall provide the following Surety Bonds:

____ Bid Bond
____ Performance Bond
____ Payment Bond

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

Other Insurance Provisions:

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

_X_ Additional Insured Status and Primary/Non-Contributory Language:

Contractor's general liability and automobile liability policies shall be primary and shall not seek contribution from the City's coverage and be endorsed to add the City and its 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.

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

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:	**Authorize the City Manager to Accept the 2022 Bulletproof Vest Partnership Grant in the Amount of $11,078.17 and Approve a Related Budget Appropriation (Staff Contact: Frank Morales, Police Captain, 408-586-2521)**
Category:	Consent Calendar-Public Safety
Meeting Date:	11/1/2022
	Recommendation: Authorize the City Manager to Accept the 2022 Bulletproof Vest Partnership Grant in the Amount of $11,078.17 and Approve a Related Budget Appropriation

BACKGROUND:
The Bulletproof Vest Partnership (BVP) Grant Act of 1998 is a unique U.S. Department of Justice initiative designed to provide a critical resource to state and local law enforcement. The BVP program's purpose is to reimburse state and local law enforcement up to fifty percent of body armor costs. The Milpitas Police Department has been participating in the BVP Grant Program consecutively since 2008.

The United States Department of Justice, Office of Justice Programs and Bureau of Justice Assistance has awarded the Milpitas Police Department a BVP grant in the amount of $11,078.17. The grant will reimburse the City of Milpitas fifty (50) percent of the cost for each ballistic vest purchased between April 1, 2022 and August 31, 2024.

ANALYSIS:
The Police Officer's Association Memorandum of Understanding (MOU) section 22.11 compels all uniformed officers to wear a ballistic vest and requires the City of Milpitas to provide each officer with a ballistic vest, and three ballistic vest covers. Officers not in a uniformed assignment, are required to wear a ballistic vest when circumstances dictate the need for the equipment. The life span of a ballistic vest is five years. After a five-year period, all ballistic vests must be replaced as soon as reasonably possible.

The Police Department anticipates purchasing approximately twenty-eight (28) ballistic vests during this award period and the expense will be approximately $22,156.33. Under this grant, the Department of Justice will reimburse the City of Milpitas fifty (50) percent of this cost, up to the grant award of $11,078.17.

Ballistic vests have been proven to save lives. The Chief of Police will continue to require officers to maintain this equipment in good working order and use the equipment consistent with the MOU, department policy, and sound officer safety practice.

POLICY ALTERNATIVE(S):

Alternative 1: Refuse the 2022 Bulletproof Vest Partnership Grant of $11,078.17.
Pros: There are no identified benefits to this alternative.
Cons: The City would not be reimbursed for fifty (50) percent of the cost for each ballistic vest purchased by the Police Department through August 31, 2024.
Reason for Not Recommending: The City will incur the cost of bulletproof vests for sworn Police Department employees regardless of acceptance of the grant, therefore; refusal of the grant would result in the City incurring one hundred (100) percent of the cost of the needed bulletproof vests as opposed to fifty (50) percent of the cost.

FISCAL IMPACT:

If approved, the City will be reimbursed up to $11,078.17 for fifty (50) percent of the cost of the needed bulletproof vests, therefore; a budget appropriation is needed for $11,078.17 into the Police Department's FY 2022-23 operating budget. There are sufficient funds in the Police Department's FY 2022-23 operating budget to cover the remainder of the cost for the acquisition of the bulletproof vests. Per the Council approved Budget Guidelines, any unused funds related to this grant will be carried over to the next fiscal year.

California Environmental Quality Act (CEQA):
The City Council's action authorizing the City Manager to accept the grant is exempt from environmental review pursuant to CEQA Guideline 15378(b)(2) as a continuing administrative or maintenance activity which is defined in the CEQA Guideline to include the purchases of supplies. It is also exempt under CEQA Guideline 15378(b)(4) as a government fiscal activity.

RECOMMENDATION:
Authorize the City Manager to Accept the 2022 Bulletproof Vest Partnership Grant in the Amount of $11,078.17 and Approve a Related Budget Appropriation

Attachment(s):
1. Budget Change Form
2. 2022 BVP Awards List

FY 2022 BVP Awards

State	Jurisdiction Name (City)	BVP Funding Amount
AK	ALASKA	$14,305.41
AK	ANCHORAGE MUNICIPALITY	$21,818.19
AK	CORDOVA CITY	$1,537.50
AK	FAIRBANKS CITY	$2,999.50
AK	HOMER CITY	$6,395.00
AK	JUNEAU CITY AND BOROUGH	$6,156.00
AK	KENAI CITY	$2,815.00
AK	KODIAK CITY	$3,300.00
AK	PALMER CITY	$4,758.00
AK	SEWARD CITY	$3,378.00
AK	SITKA CITY AND BOROUGH	$1,921.50
AK	SOLDOTNA CITY	$1,175.00
AK	WASILLA CITY	$5,630.00
AK	WRANGELL CITY	$1,330.00
	Totals for AK(14 Jurisdictions):	**$77,519.10**
AL	ALABAMA	$34,012.42
AL	ALABASTER CITY	$3,930.36
AL	ANNISTON CITY	$5,006.50
AL	ARAB CITY	$4,253.18
AL	ATHENS CITY	$11,028.50
AL	AUTAUGA COUNTY	$4,009.50
AL	BAY MINETTE CITY	$2,187.00
AL	BUTLER COUNTY	$800.00
AL	CENTRE CITY	$3,232.83
AL	COFFEE COUNTY	$2,516.50
AL	COTTONWOOD TOWN	$400.00
AL	CULLMAN COUNTY	$4,312.50
AL	DAPHNE CITY	$7,590.13
AL	DECATUR CITY	$16,222.50
AL	DEMOPOLIS CITY	$1,083.00
AL	DOTHAN CITY	$26,900.00
AL	FAIRHOPE CITY	$3,690.00
AL	FLORENCE CITY	$12,213.00
AL	FOLEY CITY	$5,788.50
AL	FULTONDALE CITY	$6,930.00
AL	GADSDEN CITY	$18,037.50
AL	GORDO TOWN	$2,717.50
AL	GREENVILLE CITY	$3,316.52
AL	GUNTERSVILLE CITY	$3,636.00
AL	HALE COUNTY	$2,322.05
AL	HARTSELLE CITY	$11,462.00
AL	HENRY COUNTY	$2,000.00
AL	HOOVER CITY	$28,636.00
AL	HUEYTOWN CITY	$3,514.07
AL	JACKSONVILLE CITY	$5,614.41
AL	JEFFERSON COUNTY	$21,822.45

AL	LEE COUNTY	$4,00
AL	LIMESTONE COUNTY	$2,064.40
AL	LOXLEY TOWN	$6,642.50
AL	MADISON CITY	$7,120.00
AL	MONTGOMERY CITY	$5,892.86
AL	MONTGOMERY COUNTY	$8,905.38
AL	MORGAN COUNTY	$651.52
AL	MOUNTAIN BROOK CITY	$3,200.00
AL	NORTHPORT CITY	$5,242.50
AL	OPELIKA CITY	$10,015.50
AL	PELL CITY	$4,210.00
AL	PHENIX CITY	$6,561.00
AL	PRATTVILLE CITY	$9,477.00
AL	RED BAY CITY	$2,555.00
AL	ROANOKE CITY	$9,345.00
AL	ROBERTSDALE CITY	$1,757.50
AL	SCOTTSBORO CITY	$6,468.00
AL	TALLAPOOSA COUNTY	$2,131.50
AL	TALLASSEE CITY	$6,908.00
AL	THOMASVILLE CITY	$1,407.00
AL	TROY CITY	$4,374.00
AL	TRUSSVILLE CITY	$3,795.00
	Totals for AL(53 Jurisdictions):	**$371,916.00**
AR	ALMA CITY	$3,687.60
AR	ARKANSAS	$43,794.05
AR	AUSTIN TOWN	$1,183.43
AR	BATESVILLE CITY	$2,450.00
AR	BELLA VISTA CITY	$3,613.89
AR	BENTON CITY	$12,194.81
AR	BENTON COUNTY	$14,638.23
AR	BERRYVILLE CITY	$1,119.98
AR	BONANZA CITY	$1,599.50
AR	CABOT CITY	$2,271.96
AR	CADDO VALLEY TOWN	$2,497.50
AR	CLARK COUNTY	$13,813.87
AR	CONWAY CITY	$18,529.56
AR	EL DORADO CITY	$9,979.00
AR	FAYETTEVILLE CITY	$19,183.68
AR	FORT SMITH CITY	$28,959.00
AR	GARLAND COUNTY	$2,035.98
AR	GASSVILLE CITY	$2,422.93
AR	GENTRY CITY	$2,350.00
AR	GRAVETTE CITY	$1,606.86
AR	GREENBRIER CITY	$3,795.00
AR	GREERS FERRY CITY	$1,279.31
AR	HAMBURG CITY	$3,773.70
AR	HEBER SPRINGS CITY	$2,773.72
AR	HOPE CITY	$4,520.03
AR	HOT SPRINGS CITY	$15,211.62

AR	JACKSONVILLE CITY	$2,21
AR	JONESBORO CITY	$19,922.36
AR	LAKEVIEW CITY	$1,564.61
AR	LOGAN COUNTY	$890.34
AR	LONOKE COUNTY	$2,278.14
AR	MAGNOLIA CITY	$1,600.00
AR	MONTICELLO CITY	$8,445.00
AR	MOUNTAIN HOME CITY	$2,507.93
AR	NORTH LITTLE ROCK CITY	$20,075.00
AR	OSCEOLA CITY	$2,510.07
AR	PEA RIDGE CITY	$2,022.00
AR	PINE BLUFF CITY	$15,494.80
AR	POINSETT COUNTY	$800.00
AR	POLK COUNTY	$487.28
AR	ROGERS CITY	$20,000.00
AR	RUSSELVILLE CITY	$9,710.70
AR	SHERIDAN CITY	$1,272.95
AR	SPRINGDALE CITY	$20,166.65
AR	TEXARKANA CITY	$12,821.27
AR	VAN BUREN CITY	$7,340.47
AR	WEST MEMPHIS CITY	$439.00
AR	WHITE HALL CITY	$2,709.94
AR	WYNNE CITY	$1,500.00
	Totals for AR(49 Jurisdictions):	**$376,058.37**
AZ	APACHE COUNTY	$3,068.45
AZ	ARIZONA	$66,169.34
AZ	AVONDALE CITY	$18,000.00
AZ	BUCKEYE TOWN	$6,139.57
AZ	BULLHEAD CITY	$10,564.95
AZ	CASA GRANDE CITY	$5,229.50
AZ	CHANDLER CITY	$12,318.03
AZ	CHINO VALLEY TOWN	$4,023.00
AZ	CLARKDALE TOWN	$2,400.00
AZ	COOLIDGE CITY	$4,210.85
AZ	EAGAR TOWN	$830.00
AZ	ELOY CITY	$5,599.03
AZ	FLAGSTAFF CITY	$14,485.36
AZ	FLORENCE TOWN	$3,123.30
AZ	GLENDALE CITY	$2,458.21
AZ	GOODYEAR CITY	$11,678.21
AZ	GRAHAM COUNTY	$14,679.73
AZ	KINGMAN CITY	$11,600.00
AZ	LA PAZ COUNTY	$7,963.99
AZ	LAKE HAVASU CITY	$17,740.68
AZ	MARANA TOWN	$9,407.63
AZ	MARICOPA CITY	$20,342.50
AZ	MOHAVE COUNTY	$4,585.85
AZ	ORO VALLEY TOWN	$17,273.37
AZ	PAGE CITY	$2,805.49

AZ	PARADISE VALLEY TOWN	$6,00
AZ	PARKER TOWN	$897.41
AZ	PAYSON TOWN	$5,158.76
AZ	PEORIA CITY	$11,315.80
AZ	PIMA COUNTY	$1,942.17
AZ	PINETOP-LAKESIDE TOWN	$1,017.02
AZ	PRESCOTT CITY	$10,178.34
AZ	PRESCOTT VALLEY TOWN	$6,000.00
AZ	QUARTZSITE TOWN	$2,870.00
AZ	SANTA CRUZ COUNTY	$9,116.97
AZ	SIERRA VISTA CITY	$6,400.00
AZ	SNOWFLAKE TOWN	$6,185.70
AZ	ST JOHNS CITY	$2,111.18
AZ	TEMPE CITY	$31,374.04
AZ	THATCHER TOWN	$4,590.10
AZ	TUCSON CITY	$93,933.99
AZ	WICKENBURG TOWN	$2,957.59
AZ	WINSLOW CITY	$4,850.00
AZ	YAVAPAI APACHE NATION	$2,782.50
AZ	YUMA CITY	$25,885.44
	Totals for AZ(45 Jurisdictions):	**$512,264.05**
CA	ALAMEDA COUNTY	$58,473.34
CA	ALBANY CITY	$2,168.19
CA	AMADOR COUNTY	$11,100.00
CA	ANAHEIM CITY	$40,352.90
CA	ANDERSON CITY	$8,402.80
CA	ARCADIA CITY	$6,755.06
CA	AUBURN CITY	$1,521.75
CA	AZUSA CITY	$6,000.00
CA	BANNING CITY	$1,911.63
CA	BARSTOW CITY	$5,355.21
CA	BEAUMONT CITY	$4,621.61
CA	BELL GARDENS CITY	$11,218.00
CA	BELMONT CITY	$2,949.84
CA	BEVERLY HILLS CITY	$8,147.11
CA	BISHOP CITY	$3,356.13
CA	BLYTHE CITY	$6,361.50
CA	BRAWLEY CITY	$9,937.25
CA	BREA CITY	$4,553.22
CA	BUENA PARK CITY	$6,785.42
CA	BURLINGAME CITY	$9,740.00
CA	CALIFORNIA	$1,054,305.98
CA	CAMPBELL CITY	$4,542.33
CA	CARMEL BY THE SEA CITY	$899.00
CA	CERES CITY	$7,482.26
CA	CHINO CITY	$15,265.55
CA	CHOWCHILLA CITY	$2,653.59
CA	CHULA VISTA CITY	$7,219.88
CA	CITRUS HEIGHTS CITY	$11,631.62

CA	CLAREMONT CITY	$4,16
CA	CLEARLAKE CITY	$1,792.34
CA	COALINGA CITY	$2,990.00
CA	COLTON CITY	$4,148.63
CA	COLUSA COUNTY	$3,579.24
CA	CORONA CITY	$3,251.78
CA	CORONADO CITY	$5,442.85
CA	COSTA MESA CITY	$5,967.19
CA	COVINA CITY	$10,500.00
CA	CULVER CITY	$18,304.65
CA	CYPRESS CITY	$6,353.64
CA	DEL NORTE COUNTY	$5,382.70
CA	DESERT HOT SPRINGS CITY	$1,825.50
CA	DINUBA CITY	$1,609.50
CA	DIXON CITY	$3,567.65
CA	DOWNEY CITY	$6,866.68
CA	DUBLIN CITY	$6,400.00
CA	EAST BAY REGIONAL PARK DIST	$1,061.97
CA	EL PASO DE ROBLES CITY	$5,223.00
CA	EL SEGUNDO CITY	$4,765.56
CA	EMERYVILLE CITY	$4,002.46
CA	ESCALON CITY	$5,172.23
CA	EUREKA CITY	$5,861.20
CA	EXETER CITY	$3,099.22
CA	FOLSOM CITY	$10,043.52
CA	FONTANA UNIFIED SCH DIST	$3,235.91
CA	FORT BRAGG CITY	$1,981.00
CA	FORTUNA CITY	$2,481.07
CA	FOSTER CITY	$4,038.75
CA	FOWLER CITY	$1,429.01
CA	FRESNO COUNTY	$50,208.87
CA	FULLERTON CITY	$4,329.33
CA	GALT CITY	$4,666.22
CA	GARDENA CITY	$9,471.69
CA	GLENDORA CITY	$7,762.69
CA	GLENN COUNTY	$12,548.55
CA	GONZALES CITY	$4,031.96
CA	GRASS VALLEY CITY	$5,360.47
CA	GREENFIELD CITY	$5,140.33
CA	GRIDLEY CITY	$3,312.50
CA	GROVER BEACH CITY	$2,371.58
CA	HANFORD CITY	$9,612.94
CA	HEMET CITY	$11,461.82
CA	HERCULES CITY	$4,708.54
CA	HOLLISTER CITY	$10,100.81
CA	HUMBOLDT COUNTY	$19,881.75
CA	IMPERIAL COUNTY	$4,960.28
CA	INDIO CITY	$7,468.00
CA	INGLEWOOD CITY	$8,453.90

CA	INYO COUNTY	$20,76
CA	KINGSBURG CITY	$7,134.62
CA	LA HABRA CITY	$6,200.90
CA	LA VERNE CITY	$469.63
CA	LAKEPORT CITY	$2,170.38
CA	LARKSPUR CITY	$8,366.10
CA	LASSEN COUNTY	$7,303.01
CA	LIVERMORE CITY	$14,512.50
CA	LODI CITY	$9,417.50
CA	LOMPOC CITY	$4,982.30
CA	LOS ANGELES CITY	$128,234.95
CA	LOS GATOS TOWN	$6,029.96
CA	MADERA COUNTY	$1,797.92
CA	MANHATTAN BEACH CITY	$9,017.33
CA	MANTECA CITY	$10,483.00
CA	MARIN COUNTY	$5,721.11
CA	MARIPOSA COUNTY	$11,992.58
CA	MARYSVILLE CITY	$4,662.82
CA	MENDOTA CITY	$2,813.62
CA	MENIFEE CITY	$5,119.34
CA	MERCED CITY	$21,912.88
CA	MILL VALLEY CITY	$2,048.00
CA	MILPITAS CITY	$11,078.17
CA	MONO COUNTY	$7,663.91
CA	MONROVIA CITY	$6,543.98
CA	MONTCLAIR CITY	$9,878.76
CA	MONTEBELLO CITY	$21,628.49
CA	MONTEREY CITY	$6,437.50
CA	MONTEREY PARK CITY	$7,773.84
CA	MOUNTAIN VIEW CITY	$6,377.28
CA	MURRIETA CITY	$2,943.47
CA	NAPA CITY	$4,310.00
CA	NATIONAL CITY	$29,673.79
CA	NEVADA CITY	$2,865.01
CA	NEWARK CITY	$4,390.83
CA	NEWMAN CITY	$2,088.46
CA	NEWPORT BEACH CITY	$21,184.73
CA	NORWALK CITY	$789.50
CA	NOVATO CITY	$3,578.20
CA	ONTARIO CITY	$7,830.86
CA	ORANGE CITY	$6,240.40
CA	ORANGE COVE CITY	$3,800.00
CA	PALM SPRINGS CITY	$18,700.00
CA	PALO ALTO CITY	$14,888.00
CA	PALOS VERDES ESTATES CITY	$6,417.50
CA	PARADISE TOWN	$3,412.50
CA	PARLIER CITY	$4,668.75
CA	PECHANGA BAND OF MISSION INDIANS	$4,000.00
CA	PETALUMA CITY	$4,877.50

CA	PIEDMONT CITY	$1,88
CA	PLACENTIA CITY	$13,016.00
CA	PLACERVILLE CITY	$3,572.22
CA	PLEASANT HILL CITY	$7,077.90
CA	PLUMAS COUNTY	$5,501.00
CA	POMONA CITY	$8,978.67
CA	RED BLUFF CITY	$6,297.25
CA	REDDING CITY	$11,973.00
CA	REDLANDS CITY	$6,877.08
CA	REDONDO BEACH CITY	$4,832.80
CA	REEDLEY CITY	$5,017.50
CA	RIPON CITY	$3,059.00
CA	RIVERSIDE CITY	$8,872.21
CA	ROCKLIN CITY	$6,637.50
CA	ROHNERT PARK CITY	$12,889.25
CA	SAN BERNARDINO CITY	$4,335.17
CA	SAN BERNARDINO CITY UNIF SCHOOL DIST	$10,398.62
CA	SAN BRUNO CITY	$19,998.90
CA	SAN FERNANDO CITY	$21,891.62
CA	SAN FRANCISCO BAY AREA RAPID TRANSIT DIST	$6,515.14
CA	SAN FRANCISCO CITY AND COUNTY	$137,683.12
CA	SAN JOAQUIN COUNTY	$12,983.12
CA	SAN JOSE CITY	$15,361.94
CA	SAN LUIS OBISPO CITY	$7,546.49
CA	SAN MARINO CITY	$4,031.70
CA	SAN MATEO CITY	$5,696.34
CA	SAN RAFAEL CITY	$11,252.90
CA	SAN RAMON CITY	$17,293.01
CA	SANGER CITY	$11,909.65
CA	SANTA ANA CITY	$14,377.52
CA	SANTA CLARA COUNTY	$139,135.29
CA	SANTA CRUZ CITY	$16,422.09
CA	SANTA CRUZ COUNTY	$11,268.95
CA	SANTA FE SPRINGS CITY	$2,747.01
CA	SANTA MONICA CITY	$34,496.29
CA	SAUSALITO CITY	$2,664.38
CA	SCOTTS VALLEY CITY	$8,789.00
CA	SEAL BEACH CITY	$9,781.76
CA	SHASTA COUNTY	$6,477.61
CA	SIERRA MADRE CITY	$510.78
CA	SIMI VALLEY CITY	$3,459.49
CA	SOLANO COUNTY	$1,090.68
CA	SOUTH GATE CITY	$9,865.00
CA	SOUTH SAN FRANCISCO CITY	$7,918.09
CA	SUTTER COUNTY	$7,062.00
CA	TEHAMA COUNTY	$10,628.00
CA	TORRANCE CITY	$10,751.00
CA	TRINITY COUNTY	$12,000.00
CA	TUOLUMNE COUNTY	$19,496.95

CA	TURLOCK CITY	$5,65
CA	TWIN RIVERS DISTRICT	$5,784.24
CA	UNION CITY	$5,559.67
CA	VACAVILLE CITY	$12,106.96
CA	VENTURA COUNTY	$31,473.37
CA	WATSONVILLE CITY	$9,877.90
CA	WEST SACRAMENTO CITY	$6,900.25
CA	WESTMINSTER CITY	$2,174.67
CA	WHITTIER CITY	$15,577.19
CA	WILLIAMS CITY	$1,296.36
CA	WINTERS CITY	$2,417.82
CA	WOODLAKE CITY	$2,234.82
CA	WOODLAND CITY	$4,767.13
CA	YREKA CITY	$3,848.77
CA	YUROK TRIBE	$2,757.50
	Totals for CA(190 Jurisdictions):	**$2,994,066.63**
CO	ALAMOSA CITY	$3,832.50
CO	ARAPAHOE COUNTY	$8,632.56
CO	ARVADA CITY	$8,632.56
CO	AURORA CITY	$24,431.76
CO	AVON TOWN	$2,375.00
CO	BASALT TOWN	$1,385.28
CO	BENT COUNTY	$2,100.00
CO	BRIGHTON CITY	$8,000.00
CO	BROOMFIELD CITY	$12,000.00
CO	CASTLE ROCK TOWN	$10,350.00
CO	CHERRY HILLS VILLAGE CITY	$1,425.00
CO	COLORADO	$4,805.42
CO	COLUMBINE VALLEY TOWN	$1,393.59
CO	CORTEZ CITY	$2,014.35
CO	CRIPPLE CREEK CITY	$475.00
CO	DELTA CITY	$5,535.00
CO	DILLON TOWN	$4,669.90
CO	DOLORES COUNTY	$2,250.00
CO	DURANGO CITY	$5,179.31
CO	EAGLE COUNTY	$3,257.06
CO	EAGLE TOWN	$3,513.00
CO	ELBERT COUNTY	$7,350.00
CO	EMPIRE TOWN	$2,566.00
CO	ENGLEWOOD CITY	$7,200.00
CO	ESTES PARK TOWN	$6,742.00
CO	FOUNTAIN CITY	$6,258.00
CO	FRISCO TOWN	$3,035.46
CO	GILPIN COUNTY	$7,650.00
CO	GLENWOOD SPRINGS CITY	$2,000.00
CO	GOLDEN CITY	$4,000.00
CO	GRAND COUNTY	$9,750.00
CO	GRAND JUNCTION CITY	$12,450.00
CO	GREELEY CITY	$1,478.94

CO	GREENWOOD VILLAGE CITY	$6,75
CO	GUNNISON COUNTY	$4,275.00
CO	IGNACIO TOWN	$3,999.96
CO	KIT CARSON COUNTY	$3,619.57
CO	LAFAYETTE CITY	$8,492.07
CO	LARIMER COUNTY	$3,616.92
CO	LEADVILLE CITY	$1,389.00
CO	LITTLETON CITY	$9,000.00
CO	LONE TREE CITY	$1,600.00
CO	LONGMONT CITY	$4,047.53
CO	LOUISVILLE CITY	$5,500.00
CO	MANITOU SPRINGS CITY	$2,037.00
CO	MEAD TOWN	$2,667.50
CO	MOFFAT COUNTY	$3,600.00
CO	MONTE VISTA CITY	$1,900.00
CO	MONTEZUMA COUNTY	$4,793.75
CO	MONTROSE CITY	$3,958.50
CO	MORGAN COUNTY	$7,177.95
CO	MOUNT CRESTED BUTTE TOWN	$400.00
CO	NEW CASTLE TOWN	$640.13
CO	NORTHGLENN CITY	$10,800.00
CO	OAK CREEK TOWN	$425.00
CO	PARACHUTE TOWN	$1,247.00
CO	PARK COUNTY	$5,391.39
CO	PUEBLO CITY	$5,537.87
CO	ROUTT COUNTY	$5,600.00
CO	STEAMBOAT SPRINGS CITY	$4,348.00
CO	STERLING CITY	$3,431.03
CO	SUMMIT COUNTY	$11,223.42
CO	TELLURIDE TOWN	$3,800.00
CO	TRINIDAD CITY	$2,000.00
CO	WHEAT RIDGE CITY	$7,600.00
CO	WRAY CITY	$800.00
CO	YUMA COUNTY	$2,350.00
	Totals for CO(67 Jurisdictions):	**$330,756.28**
CT	ANSONIA CITY	$15,151.50
CT	AVON TOWN	$4,905.00
CT	BEACON FALLS TOWN	$406.50
CT	BETHEL TOWN	$2,400.00
CT	BLOOMFIELD CITY	$4,907.50
CT	BRANFORD TOWN	$20,800.00
CT	BRISTOL CITY	$18,000.00
CT	CANTON TOWN	$2,400.00
CT	DERBY CITY	$3,600.00
CT	EAST HAMPTON TOWN	$2,025.00
CT	EAST HAVEN TOWN	$8,320.00
CT	EAST LYME TOWN	$4,245.00
CT	ENFIELD TOWN	$12,784.00
CT	FARMINGTON TOWN	$10,248.50

CT	GRANBY TOWN	$96
CT	GREENWICH TOWN	$11,925.00
CT	GROTON CITY	$2,030.00
CT	GROTON TOWN	$7,770.00
CT	GUILFORD TOWN	$3,320.00
CT	HAMDEN TOWN	$10,692.00
CT	LEDYARD TOWN	$4,995.00
CT	MADISON TOWN	$548.65
CT	MANCHESTER TOWN	$2,957.82
CT	MERIDEN CITY	$12,608.00
CT	MILFORD CITY	$12,866.00
CT	MONROE TOWN	$4,500.00
CT	NAUGATUCK BOROUGH	$4,800.00
CT	NEW BRITAIN CITY	$10,125.00
CT	NEW CANAAN TOWN	$4,016.77
CT	NEWINGTON TOWN	$8,517.00
CT	NORWALK CITY	$9,000.00
CT	NORWICH CITY	$7,172.50
CT	OLD SAYBROOK TOWN	$7,484.40
CT	ORANGE TOWN	$9,800.00
CT	PLYMOUTH TOWN	$1,790.00
CT	SEYMOUR TOWN	$5,600.00
CT	SIMSBURY TOWN	$2,490.00
CT	SOUTH WINDSOR TOWN	$1,492.50
CT	STRATFORD TOWN	$13,414.50
CT	SUFFIELD TOWN	$4,340.00
CT	TRUMBULL TOWN	$9,054.00
CT	WATERTOWN TOWN	$5,157.16
CT	WEST HAVEN CITY	$10,300.00
CT	WESTPORT TOWN	$2,370.00
CT	WETHERSFIELD TOWN	$10,400.00
CT	WILTON TOWN	$5,995.00
CT	WINDHAM TOWN	$3,200.00
CT	WOODBRIDGE TOWN	$2,100.00
	Totals for CT(48 Jurisdictions):	**$323,984.30**
DC	WASHINGTON D C CITY	$107,560.81
	Totals for DC(1 Jurisdictions):	**$107,560.81**
DE	BETHANY BEACH TOWN	$3,200.00
DE	DELAWARE	$70,130.60
DE	DELAWARE RIVER AND BAY AUTHORITY	$9,699.50
DE	LAUREL TOWN	$1,159.00
DE	MIDDLETOWN TOWN	$5,600.00
DE	MILFORD CITY	$5,088.00
DE	MILLSBORO TOWN	$2,015.12
DE	NEW CASTLE CITY	$2,200.00
DE	NEWARK CITY	$9,182.64
DE	SEAFORD CITY	$1,604.00
DE	SELBYVILLE TOWN	$486.06
DE	WILMINGTON CITY	$34,401.05

	Totals for DE(12 Jurisdictions):	**$144,76**
FL	ALTAMONTE SPRINGS CITY	$7,680.42
FL	APOPKA CITY	$7,424.00
FL	ATLANTIC BEACH CITY	$7,460.26
FL	ATLANTIS CITY	$1,790.00
FL	AUBURNDALE CITY	$7,500.00
FL	BAKER COUNTY	$4,800.00
FL	BELLE ISLE CITY	$3,559.50
FL	BELLEAIR TOWN	$3,375.00
FL	BOYNTON BEACH CITY	$6,000.00
FL	BRADENTON CITY	$13,200.00
FL	BRADFORD COUNTY	$9,342.00
FL	CASSELBERRY CITY	$6,035.00
FL	CEDAR KEY CITY	$2,266.25
FL	CHIPLEY CITY	$1,600.00
FL	COCOA BEACH CITY	$4,746.00
FL	COCOA CITY	$1,959.50
FL	COCONUT CREEK CITY	$18,261.38
FL	COLUMBIA COUNTY	$6,899.31
FL	DAYTONA BEACH SHORES CITY	$1,582.00
FL	DE FUNIAK SPRINGS CITY	$5,810.00
FL	DESOTO COUNTY	$6,050.00
FL	EDGEWATER CITY	$7,034.85
FL	EUSTIS CITY	$2,399.76
FL	FLORIDA CITY	$1,999.08
FL	FORT MYERS CITY	$17,200.00
FL	FORT WALTON BEACH CITY	$4,052.70
FL	FRUITLAND PARK CITY	$2,768.50
FL	FT PIERCE CITY	$52,250.00
FL	GREEN COVE SPRINGS CITY	$1,040.58
FL	GULF STREAM TOWN	$3,092.50
FL	GULFPORT CITY	$2,373.00
FL	HAINES CITY	$3,600.00
FL	HARDEE COUNTY	$3,060.00
FL	HIGHLAND BEACH TOWN	$1,835.32
FL	HILLSBORO BEACH TOWN	$1,751.32
FL	HOLLY HILL CITY	$1,559.00
FL	HOLMES BEACH CITY	$2,500.00
FL	HOWEY IN THE HILLS TOWN	$2,241.00
FL	INDIALANTIC CITY	$1,611.24
FL	INDIAN HARBOUR BEACH CITY	$5,644.90
FL	INDIAN SHORES TOWN	$1,155.00
FL	JACKSONVILLE BEACH CITY	$3,750.00
FL	JUPITER TOWN	$18,494.38
FL	KENNETH CITY TOWN	$2,155.00
FL	KEY WEST CITY	$11,312.00
FL	KISSIMMEE CITY	$12,458.25
FL	LADY LAKE TOWN	$4,000.00
FL	LAKE HAMILTON TOWN	$229.97

FL	LARGO CITY	$16,48
FL	LAUDERHILL CITY	$21,811.00
FL	LEESBURG CITY	$11,004.00
FL	LIGHTHOUSE POINT CITY	$7,488.00
FL	LIVE OAK CITY	$6,178.26
FL	LONGWOOD CITY	$4,765.00
FL	MANALAPAN TOWN	$1,450.00
FL	MARGATE CITY	$7,647.45
FL	MARIANNA CITY	$703.50
FL	MELBOURNE BEACH TOWN	$1,180.00
FL	MELBOURNE CITY	$11,134.50
FL	MELBOURNE VILLAGE TOWN	$2,562.48
FL	MICCOSUKEE TRIBE	$7,620.00
FL	MONROE COUNTY	$23,440.50
FL	MOUNT DORA CITY	$3,712.50
FL	NAPLES CITY	$11,250.00
FL	NASSAU COUNTY	$9,280.00
FL	NEW SMYRNA BEACH CITY	$9,918.10
FL	NORTH MIAMI BEACH CITY	$12,000.00
FL	NORTH PALM BEACH VILLAGE	$2,957.85
FL	NORTH PORT CITY	$15,720.00
FL	OAKLAND TOWN	$2,250.00
FL	OCALA CITY	$23,025.00
FL	OCEAN RIDGE TOWN	$3,045.00
FL	OCOEE CITY	$16,909.56
FL	OKEECHOBEE COUNTY	$9,287.50
FL	PALM BEACH TOWN	$10,323.00
FL	PALM SPRINGS VILLAGE	$6,800.00
FL	PALMETTO CITY	$3,600.00
FL	PANAMA CITY	$8,400.00
FL	PANAMA CITY BEACH CITY	$13,583.00
FL	PENSACOLA CITY	$19,742.80
FL	PINECREST VILLAGE	$4,499.55
FL	PLANT CITY	$8,800.00
FL	PLANTATION CITY	$39,065.00
FL	PONCE INLET TOWN	$1,499.85
FL	PORT ORANGE CITY	$17,278.50
FL	PUNTA GORDA CITY	$4,500.00
FL	PUTNAM COUNTY	$23,672.00
FL	PEMBROKE PARK CITY	$11,600.00
FL	RIVIERA BEACH CITY	$17,622.50
FL	ROCKLEDGE CITY	$6,780.00
FL	SANFORD CITY	$13,948.20
FL	SARASOTA CITY	$34,675.52
FL	SEBASTIAN CITY	$4,627.50
FL	SEBRING CITY	$3,532.50
FL	SEMINOLE TRIBE OF FLORIDA	$13,332.77
FL	SEWALLS POINT TOWN	$1,200.00
FL	SHALIMAR TOWN	$3,200.00

FL	ST CLOUD CITY	$21,80
FL	STARKE CITY	$2,000.00
FL	STUART CITY	$1,750.00
FL	SUNRISE CITY	$24,379.00
FL	TARPON SPRINGS CITY	$3,655.14
FL	TEMPLE TERRACE CITY	$6,175.00
FL	TEQUESTA VILLAGE	$3,475.50
FL	TITUSVILLE CITY	$10,000.00
FL	VENICE CITY	$4,704.00
FL	VERO BEACH CITY	$2,662.38
FL	WAKULLA COUNTY	$6,689.08
FL	WAUCHULA CITY	$1,837.50
FL	WEST MELBOURNE CITY	$10,897.00
FL	WILDWOOD CITY	$3,200.00
FL	WINDERMERE TOWN	$3,007.50
FL	WINTER GARDEN CITY	$6,800.00
FL	WINTER HAVEN CITY	$5,970.00
FL	WINTER PARK CITY	$12,417.30
	Totals for FL(115 Jurisdictions):	**$945,442.76**
GA	ACWORTH CITY	$6,800.00
GA	ADAIRSVILLE CITY	$1,514.60
GA	ALMA CITY	$2,522.50
GA	ALPHARETTA CITY	$27,408.00
GA	AMERICUS CITY	$3,418.75
GA	ATHENS-CLARKE COUNTY GOVERNMENT	$977.28
GA	AUBURN CITY	$3,903.00
GA	BARNESVILLE CITY	$1,390.00
GA	BOSTON CITY	$1,900.00
GA	BREMEN CITY	$875.00
GA	BROOKHAVEN CITY	$16,166.74
GA	BURKE COUNTY	$7,125.00
GA	BYRON CITY	$3,500.00
GA	CALHOUN CITY	$2,258.70
GA	CAMDEN COUNTY	$8,632.00
GA	CANDLER COUNTY	$3,845.00
GA	CARROLL COUNTY	$4,071.96
GA	CARROLLTON CITY	$12,000.00
GA	CARTERSVILLE CITY	$2,983.98
GA	CATOOSA COUNTY	$3,750.00
GA	CEDARTOWN CITY	$2,189.00
GA	CHAMBLEE CITY	$4,217.50
GA	CHARLTON COUNTY	$1,200.00
GA	CHATTOOGA COUNTY	$2,700.00
GA	CLARKSTON CITY	$2,250.00
GA	CLAY COUNTY	$1,662.00
GA	CLAYTON COUNTY	$47,336.53
GA	COBB COUNTY	$43,757.28
GA	COCHRAN CITY	$2,555.00
GA	COLLEGE PARK CITY	$10,060.00

GA	CONYERS CITY	$4,41
GA	CORDELE CITY	$7,950.00
GA	CRISP COUNTY	$5,150.00
GA	CITY OF SOUTH FULTON	$5,833.09
GA	DAHLONEGA CITY	$1,215.00
GA	DALLAS CITY	$7,770.00
GA	DALTON CITY	$6,385.00
GA	DAWSON COUNTY	$5,837.50
GA	DECATUR COUNTY	$3,200.00
GA	DEKALB COUNTY	$35,342.98
GA	DOUGHERTY COUNTY	$22,400.00
GA	DOUGLAS CITY	$8,500.00
GA	DOUGLASVILLE CITY	$15,300.00
GA	DUBLIN CITY	$4,037.50
GA	DULUTH CITY	$8,400.00
GA	DUNWOODY CITY	$7,859.00
GA	EAST POINT CITY	$10,410.00
GA	ELLIJAY CITY	$2,095.00
GA	EMERSON CITY	$2,787.50
GA	ETON CITY	$640.00
GA	FITZGERALD CITY	$4,162.50
GA	FOLKSTON CITY	$2,339.98
GA	FOREST PARK CITY	$7,450.00
GA	FRANKLIN CITY	$1,740.00
GA	FRANKLIN COUNTY	$2,955.00
GA	FULTON CO SCHOOL DIST	$10,150.00
GA	GAINESVILLE CITY	$10,000.00
GA	GEORGIA	$147,444.65
GA	GILMER COUNTY	$4,505.00
GA	GLYNN COUNTY	$17,350.00
GA	HABERSHAM COUNTY	$9,436.50
GA	HARALSON COUNTY	$3,200.00
GA	HARRIS COUNTY	$21,938.50
GA	HART COUNTY	$13,955.00
GA	HENRY COUNTY	$43,177.02
GA	JOHNS CREEK CITY	$20,812.50
GA	JONESBORO CITY	$3,813.70
GA	LA FAYETTE CITY	$3,500.00
GA	LAMAR COUNTY	$4,970.00
GA	LAURENS COUNTY	$8,030.00
GA	LAVONIA CITY	$2,396.00
GA	LAWRENCEVILLE CITY	$7,278.75
GA	LENOX TOWN	$1,942.50
GA	LIBERTY COUNTY	$14,000.00
GA	LILBURN CITY	$2,407.50
GA	LONG COUNTY	$11,300.00
GA	MADISON CITY	$880.00
GA	MARIETTA CITY	$10,762.50
GA	MERIWETHER COUNTY	$2,800.00

GA	METTER CITY	$2,40
GA	MONROE CITY	$2,037.50
GA	MONROE COUNTY	$7,700.00
GA	MORGAN COUNTY	$6,475.00
GA	MURRAY COUNTY	$7,440.00
GA	MILTON CITY	$5,891.50
GA	OCONEE COUNTY	$5,145.00
GA	PERRY CITY	$7,140.55
GA	PINE MOUNTAIN TOWN	$3,987.50
GA	POLK COUNTY	$6,510.00
GA	PORTERDALE TOWN	$1,692.50
GA	PUTNAM COUNTY	$2,537.50
GA	RICHMOND HILL CITY	$5,315.00
GA	ROCKDALE COUNTY	$22,030.00
GA	ROME CITY	$6,500.00
GA	ROSWELL CITY	$24,864.75
GA	SANDY SPRINGS CITY	$2,349.53
GA	SMYRNA CITY	$25,105.00
GA	SPALDING COUNTY	$16,300.00
GA	ST MARYS CITY	$400.00
GA	STATESBORO CITY	$4,502.50
GA	STOCKBRIDGE CITY	$22,400.00
GA	SUGAR HILL CITY	$2,000.00
GA	SUMMERVILLE CITY	$2,138.40
GA	SUWANEE CITY	$400.00
GA	THOMASVILLE CITY	$3,152.50
GA	TOCCOA CITY	$357.50
GA	TROUP COUNTY	$5,120.85
GA	TYBEE ISLAND CITY	$6,455.00
GA	TYRONE TOWN	$657.50
GA	VALDOSTA CITY	$10,500.00
GA	VILLA RICA CITY	$2,000.00
GA	WALTON COUNTY	$9,555.00
GA	WARE COUNTY	$5,075.00
GA	WARNER ROBINS CITY	$10,231.00
GA	WASHINGTON COUNTY	$8,817.50
GA	WINDER CITY	$8,900.00
GA	WOODSTOCK CITY	$9,917.50
	Totals for GA(117 Jurisdictions):	**$1,067,191.57**
IA	AMES CITY	$3,595.00
IA	ANKENY CITY	$9,600.00
IA	ATLANTIC CITY	$1,633.60
IA	BETTENDORF CITY	$4,165.00
IA	BURLINGTON CITY	$1,975.00
IA	CARROLL CITY	$1,156.50
IA	CHARLES CITY	$1,490.00
IA	CLARINDA CITY	$1,566.00
IA	CLAY COUNTY	$1,427.50
IA	CLEAR LAKE CITY	$1,914.00

IA	CLINTON CITY	$3,82
IA	CLINTON COUNTY	$2,462.50
IA	CLIVE CITY	$4,000.00
IA	CORALVILLE CITY	$4,163.50
IA	COUNCIL BLUFFS CITY	$10,000.00
IA	DE WITT CITY	$819.02
IA	DUBUQUE COUNTY	$4,717.18
IA	FLOYD COUNTY	$1,497.00
IA	GLENWOOD CITY	$1,814.00
IA	GRUNDY CENTER CITY	$1,188.50
IA	HANCOCK COUNTY SHERIFF	$3,599.93
IA	HARLAN CITY	$1,088.00
IA	HENRY COUNTY	$2,800.00
IA	HOWARD COUNTY	$1,070.00
IA	INDIANOLA CITY	$2,250.00
IA	IOWA CITY CITY	$6,800.00
IA	IOWA FALLS CITY	$2,720.50
IA	JASPER COUNTY	$2,100.00
IA	JEFFERSON CITY	$3,600.00
IA	JESUP CITY	$1,497.50
IA	JEWELL CITY	$1,200.00
IA	LE MARS CITY	$3,150.00
IA	LYON COUNTY	$5,149.69
IA	MARION COUNTY	$1,570.00
IA	MARSHALL COUNTY	$3,997.50
IA	MARSHALLTOWN CITY	$3,420.00
IA	MCGREGOR CITY	$3,475.00
IA	MONONA CITY	$813.11
IA	MOUNT VERNON CITY	$1,324.00
IA	MUSCATINE CITY	$1,600.00
IA	NEW HAMPTON CITY	$823.48
IA	NEWTON CITY	$800.00
IA	OELWEIN CITY	$1,947.50
IA	OSAGE CITY	$2,800.00
IA	OSCEOLA COUNTY	$810.00
IA	OSKALOOSA CITY	$1,598.00
IA	PELLA CITY	$1,417.50
IA	PLYMOUTH COUNTY	$3,600.00
IA	SHELDON CITY	$1,286.03
IA	SIOUX CITY	$19,287.00
IA	STORY COUNTY	$4,800.00
IA	TAMA COUNTY	$1,950.00
IA	URBANDALE CITY	$7,020.00
IA	WAPELLO COUNTY	$5,600.00
IA	WASHINGTON CITY	$897.50
IA	WEBSTER COUNTY	$3,555.00
IA	WINDSOR HEIGHTS CITY	$1,410.00
	Totals for IA(57 Jurisdictions):	**$175,836.54**
ID	BANNOCK COUNTY	$3,624.21

ID	BENEWAH COUNTY	$87
ID	BLACKFOOT CITY	$3,292.91
ID	BLAINE COUNTY	$6,000.00
ID	BONNER COUNTY	$7,200.00
ID	CARIBOU COUNTY	$3,311.88
ID	COEUR D ALENE CITY	$16,732.76
ID	ELMORE COUNTY	$7,425.00
ID	FREMONT COUNTY	$3,175.73
ID	FRUITLAND CITY	$2,375.00
ID	GOODING COUNTY	$3,075.00
ID	HOMEDALE CITY	$1,600.00
ID	IDAHO COUNTY	$5,628.00
ID	IDAHO FALLS CITY	$12,000.00
ID	JEFFERSON COUNTY	$6,400.00
ID	KELLOGG CITY	$3,529.40
ID	LATAH COUNTY	$3,100.00
ID	LEWISTON CITY	$7,225.20
ID	MADISON COUNTY	$3,200.00
ID	MCCALL CITY	$1,650.00
ID	MINIDOKA COUNTY	$2,392.50
ID	MOSCOW CITY	$5,922.40
ID	NEZ PERCE COUNTY	$2,890.08
ID	OSBURN CITY	$1,200.00
ID	OWYHEE COUNTY	$4,760.00
ID	PAYETTE CITY	$1,200.00
ID	POCATELLO CITY	$6,402.00
ID	PONDERAY CITY	$558.09
ID	POWER COUNTY	$2,770.15
ID	REXBURG CITY	$3,795.00
ID	RUPERT CITY	$1,382.76
ID	SHOSHONE COUNTY	$15,197.00
ID	TWIN FALLS COUNTY	$12,364.00
ID	VALLEY COUNTY	$7,570.80
ID	WASHINGTON COUNTY	$9,900.00
ID	WEISER CITY	$4,800.00
	Totals for ID(36 Jurisdictions):	**$184,522.51**
IL	ADAMS COUNTY	$17,155.00
IL	ADDISON VILLAGE	$10,266.50
IL	ALGONQUIN VILLAGE	$4,735.00
IL	ALTAMONT CITY	$942.00
IL	ALTON CITY	$3,038.00
IL	ANTIOCH VILLAGE	$3,970.00
IL	ARLINGTON HEIGHTS VILLAGE	$12,825.00
IL	BARRINGTON HILLS VILLAGE	$3,393.50
IL	BARRINGTON VILLAGE	$2,491.80
IL	BARTLETT VILLAGE	$11,152.50
IL	BEDFORD PARK VILLAGE	$4,262.50
IL	BEECHER VILLAGE	$2,399.50
IL	BELVIDERE CITY	$2,009.70

IL	BENSENVILLE VILLAGE	$5,66
IL	BERKELEY VILLAGE	$2,375.00
IL	BLOOMINGDALE VILLAGE	$5,199.94
IL	BLOOMINGTON CITY	$7,975.00
IL	BLUE ISLAND CITY	$2,320.00
IL	BOURBONNAIS VILLAGE	$1,360.00
IL	BRADLEY VILLAGE	$3,306.69
IL	BRIDGEVIEW VILLAGE	$4,000.00
IL	BUFFALO GROVE VILLAGE	$5,940.00
IL	BURBANK CITY	$6,185.16
IL	BURR RIDGE VILLAGE	$4,075.00
IL	CARBONDALE CITY	$6,729.93
IL	CAROL STREAM VILLAGE	$12,285.00
IL	CARPENTERSVILLE VILLAGE	$2,837.50
IL	CARY VILLAGE	$896.25
IL	CASEY CITY	$1,525.00
IL	CASEYVILLE VILLAGE	$2,240.00
IL	CENTRAL CITY VILLAGE	$1,984.49
IL	CENTRALIA CITY	$2,730.00
IL	CHARLESTON CITY	$3,235.00
IL	CHERRY VALLEY VILLAGE	$1,566.25
IL	CHICAGO RIDGE VILLAGE	$3,200.00
IL	CICERO TOWN	$17,700.00
IL	CLARENDON HILLS VILLAGE	$2,000.00
IL	CLINTON CITY	$1,600.00
IL	COAL CITY VILLAGE	$1,875.00
IL	COLES COUNTY	$3,310.00
IL	COLLINSVILLE CITY	$3,300.00
IL	COLONA CITY	$1,417.50
IL	COUNTRY CLUB HILLS	$5,037.50
IL	CREST HILL CITY	$3,748.15
IL	CREVE COEUR VILLAGE	$2,000.00
IL	CRYSTAL LAKE CITY	$8,200.00
IL	DANVILLE CITY	$9,375.00
IL	DARIEN CITY	$1,550.00
IL	DE KALB CITY	$8,000.00
IL	DEER CREEK VILLAGE	$1,125.00
IL	DELAVAN CITY	$1,600.00
IL	DOUGLAS COUNTY	$4,408.13
IL	DOWNERS GROVE VILLAGE	$7,850.00
IL	EAST DUNDEE VILLAGE	$2,512.50
IL	EAST HAZEL CREST VILLAGE	$1,875.00
IL	EAST MOLINE CITY	$3,570.00
IL	EAST PEORIA CITY	$12,570.00
IL	EDWARDSVILLE	$5,959.00
IL	EFFINGHAM CITY	$3,152.50
IL	ELBURN VILLAGE	$995.00
IL	ELMHURST CITY	$8,040.00
IL	EVANSTON CITY	$12,000.00

IL	EVERGREEN PARK VILLAGE	$8,58
IL	FAIRVIEW HEIGHTS CITY	$3,865.00
IL	FLOSSMOOR VILLAGE	$1,650.00
IL	FOREST PARK VILLAGE	$3,375.00
IL	FOX LAKE VILLAGE	$4,400.00
IL	FRANKFORT VILLAGE	$2,845.60
IL	FRANKLIN PARK VILLAGE	$10,000.00
IL	FOREST PRESERVE DISTRICT OF DUPAGE COUNTY	$2,117.42
IL	GALESBURG CITY	$11,800.00
IL	GLEN CARBON VILLAGE	$2,100.00
IL	GRANITE CITY	$8,805.00
IL	GRANT PARK VILLAGE	$855.00
IL	GRANTFORK VILLAGE	$1,200.00
IL	GRANVILLE VILLAGE	$1,926.99
IL	GRAYSLAKE VILLAGE	$1,875.00
IL	GREENVILLE CITY	$1,310.00
IL	GURNEE VILLAGE	$10,552.50
IL	HANOVER PARK VILLAGE	$3,375.00
IL	HARWOOD HEIGHTS VILLAGE	$4,400.00
IL	HENDERSON COUNTY	$5,185.00
IL	HIGHLAND CITY	$1,147.50
IL	HIGHWOOD CITY	$362.50
IL	HINSDALE VILLAGE	$1,752.50
IL	HOFFMAN ESTATES VILLAGE	$6,875.00
IL	HOMETOWN CITY	$5,100.00
IL	HOMEWOOD VILLAGE	$4,326.00
IL	HUNTLEY VILLAGE	$1,537.50
IL	ILLINOIS	$3,626.31
IL	KANKAKEE CITY	$8,881.35
IL	KENDALL COUNTY	$1,723.35
IL	KENILWORTH VILLAGE	$1,760.00
IL	KNOX COUNTY	$3,150.00
IL	LA GRANGE VILLAGE	$9,250.00
IL	LADD VILLAGE	$1,544.88
IL	LAKE BLUFF VILLAGE	$1,760.00
IL	LAKE COUNTY	$11,569.48
IL	LAKE IN THE HILLS VILLAGE	$2,348.50
IL	LAKE ZURICH VILLAGE	$1,910.00
IL	LANSING VILLAGE	$9,082.50
IL	LEE COUNTY	$9,550.00
IL	LEMONT VILLAGE	$1,950.00
IL	LINCOLN CITY	$2,000.31
IL	LINCOLNSHIRE VILLAGE	$4,835.05
IL	LINCOLNWOOD VILLAGE	$2,137.50
IL	LIVINGSTON VILLAGE	$780.50
IL	LOCKPORT CITY	$2,778.00
IL	LOVES PARK CITY	$2,245.80
IL	MADISON CITY	$4,833.36
IL	MAHOMET VILLAGE	$2,285.13

IL	MANTENO VILLAGE	$2,24
IL	MARENGO CITY	$2,000.00
IL	MARSHALL CITY	$1,036.51
IL	MARSHALL COUNTY	$1,222.50
IL	MARYVILLE VILLAGE	$1,200.00
IL	MASCOUTAH CITY	$1,600.00
IL	MATTOON CITY	$2,793.50
IL	MCCOOK VILLAGE	$787.50
IL	MCHENRY CITY	$3,847.50
IL	MCLEANSBORO CITY	$988.21
IL	MELROSE PARK VILLAGE	$18,677.50
IL	MIDLOTHIAN VILLAGE	$2,640.00
IL	MILLEDGEVILLE VILLAGE	$1,172.93
IL	MILLSTADT VILLAGE	$1,124.93
IL	MINOOKA VILLAGE	$2,220.00
IL	MOKENA VILLAGE	$5,537.50
IL	MOLINE CITY	$6,682.50
IL	MONTGOMERY VILLAGE	$3,540.00
IL	MORRIS CITY	$1,600.00
IL	MORRISON CITY	$1,380.00
IL	MORTON GROVE VILLAGE	$6,400.00
IL	MOUNT PROSPECT VILLAGE	$8,190.00
IL	MOUNT VERNON CITY	$4,872.50
IL	MT. PULASKI CITY	$500.00
IL	MUNDELEIN VILLAGE	$4,647.50
IL	MURPHYSBORO CITY	$1,922.99
IL	NAPERVILLE CITY	$3,181.22
IL	NEW ATHENS VILLAGE	$425.00
IL	NEW LENOX VILLAGE	$5,553.00
IL	NEWTON CITY	$770.00
IL	NILES VILLAGE	$3,847.50
IL	NORMAL TOWN	$10,780.00
IL	NORTH AURORA VILLAGE	$4,350.00
IL	NORTH RIVERSIDE VILLAGE	$2,742.48
IL	NORTHFIELD VILLAGE	$1,320.00
IL	O FALLON CITY	$4,800.00
IL	OAK BROOK VILLAGE	$5,880.00
IL	OAK PARK VILLAGE	$8,040.00
IL	OAKBROOK TERRACE CITY	$1,755.32
IL	OGLE COUNTY	$4,000.00
IL	OGLESBY CITY	$4,450.00
IL	OLYMPIA FIELDS VILLAGE	$3,250.00
IL	OREGON CITY	$3,820.50
IL	ORLAND PARK VILLAGE	$14,350.00
IL	OSWEGO VILLAGE	$1,274.00
IL	PALMYRA VILLAGE	$3,132.45
IL	PALOS HEIGHTS CITY	$2,651.00
IL	PALOS HILL CITY	$2,316.23
IL	PARK FOREST VILLAGE	$2,900.00

IL	PEKIN CITY	$8,88
IL	PERU CITY	$2,800.00
IL	PIKE COUNTY	$9,200.00
IL	PINGREE GROVE VILLAGE	$1,258.81
IL	PLAINFIELD VILLAGE	$5,311.00
IL	PLANO CITY	$3,335.55
IL	PROSPECT HEIGHTS CITY	$2,137.50
IL	PULASKI COUNTY	$3,700.79
IL	QUINCY CITY	$7,957.50
IL	RANTOUL VILLAGE	$2,440.00
IL	RIVER FOREST VILLAGE	$6,400.00
IL	RIVER GROVE VILLAGE	$14,962.50
IL	RIVERSIDE VILLAGE	$4,800.00
IL	RIVERWOODS VILLAGE	$3,850.00
IL	ROCHESTER VILLAGE	$1,990.26
IL	ROCK ISLAND CITY	$5,830.00
IL	ROLLING MEADOWS CITY	$8,000.00
IL	ROMEOVILLE VILLAGE	$8,000.00
IL	ROSCOE VILLAGE	$280.73
IL	ROSEMONT VILLAGE	$10,010.00
IL	ROUND LAKE VILLAGE	$1,557.50
IL	ROXANA VILLAGE	$1,600.00
IL	SAUGET VILLAGE	$4,270.00
IL	SAVANNA CITY	$611.00
IL	SCHAUMBURG VILLAGE	$10,834.50
IL	SHERMAN VILLAGE	$467.11
IL	SHILOH VILLAGE	$1,468.70
IL	SHOREWOOD VILLAGE	$2,107.50
IL	SKOKIE VILLAGE	$7,799.50
IL	SLEEPY HOLLOW VILLAGE	$1,130.00
IL	SOMONAUK VILLAGE	$2,240.00
IL	SOUTH HOLLAND VILLAGE	$4,275.00
IL	SPRING GROVE VILLAGE	$1,750.00
IL	SPRING VALLEY CITY	$1,981.50
IL	ST.CHARLES CITY	$6,667.50
IL	STANFORD VILLAGE	$1,132.58
IL	STERLING CITY	$3,395.00
IL	SUMMIT VILLAGE	$1,816.25
IL	SWANSEA VILLAGE	$2,071.50
IL	THORNTON VILLAGE	$1,450.00
IL	TUSCOLA CITY	$458.04
IL	UNION COUNTY	$2,617.96
IL	VERNON HILLS VILLAGE	$4,000.00
IL	VILLA PARK VILLAGE	$3,000.00
IL	VILLAGE OF LAGRANGE PARK	$2,225.00
IL	WASHINGTON CITY	$6,000.00
IL	WASHINGTON COUNTY	$2,339.78
IL	WEST CHICAGO CITY	$6,550.00
IL	WEST DUNDEE VILLAGE	$3,380.37

IL	WESTERN SPRINGS VILLAGE	$1,85
IL	WESTMONT VILLAGE	$4,000.00
IL	WHEATON CITY	$7,200.00
IL	WHEELING VILLAGE	$4,275.00
IL	WILLOW SPRINGS VILLAGE	$5,600.00
IL	WILMETTE VILLAGE	$2,900.00
IL	WILMINGTON CITY	$5,761.50
IL	WINNETKA VILLAGE	$2,400.00
IL	WOOD DALE CITY	$2,800.00
IL	WOODRIDGE VILLAGE	$6,380.00
IL	WOODSTOCK CITY	$2,092.50
IL	WORTH VILLAGE	$4,800.00
IL	ZION CITY	$5,102.50
	Totals for IL(222 Jurisdictions):	**$942,277.16**
IN	ANDERSON CITY	$8,212.50
IN	ANGOLA CITY	$4,280.00
IN	AUBURN CITY	$1,798.50
IN	AVON TOWN	$5,565.00
IN	BATESVILLE CITY	$955.10
IN	BLOOMINGTON CITY	$8,800.00
IN	BLUFFTON CITY	$2,122.50
IN	BOONE COUNTY	$4,800.00
IN	BOURBON TOWN	$1,997.50
IN	BRISTOL TOWN	$2,808.00
IN	BROWNSBURG TOWN	$3,837.50
IN	BROWNSTOWN TOWN	$3,887.38
IN	CANNELTON CITY	$4,000.00
IN	CEDAR LAKE TOWN	$2,530.50
IN	CHESTERTON TOWN	$2,391.00
IN	CICERO TOWN	$2,636.38
IN	CLINTON COUNTY	$6,914.10
IN	CONNERSVILLE CITY	$2,000.00
IN	CROWN POINT CITY	$3,150.00
IN	DANVILLE TOWN	$2,000.00
IN	DAVIESS COUNTY	$12,087.50
IN	DELPHI CITY	$2,862.50
IN	DEMOTTE TOWN	$2,075.00
IN	DYER TOWN	$3,875.00
IN	ELKHART CITY	$10,454.40
IN	ELLETTSVILLE TOWN	$487.75
IN	FAYETTE COUNTY	$3,200.00
IN	FERDINAND TOWN	$849.00
IN	FRANKLIN COUNTY	$2,837.50
IN	GARY CITY	$66,850.00
IN	GOSHEN CITY	$13,300.00
IN	GREENSBURG CITY	$1,175.00
IN	GREENTOWN TOWN	$1,612.50
IN	GREENWOOD CITY	$5,565.00
IN	GRIFFITH TOWN	$2,600.00

IN	HIGHLAND TOWN	$4,42
IN	HOMECROFT TOWN	$3,196.00
IN	HUNTINGTON CITY	$3,960.00
IN	JEFFERSONVILLE CITY	$10,229.63
IN	KNOX COUNTY	$4,820.00
IN	KOKOMO CITY	$12,650.00
IN	LAFAYETTE CITY	$7,000.00
IN	LAPORTE CITY	$4,400.00
IN	LAWRENCE CITY	$18,962.50
IN	LAWRENCE COUNTY	$9,644.40
IN	LAWRENCEBURG CITY	$4,160.00
IN	LEBANON CITY	$5,762.50
IN	LIGONIER CITY	$6,148.00
IN	LOGANSPORT CITY	$2,767.50
IN	LOWELL TOWN	$1,582.50
IN	LEAVENWORTH TOWN	$1,725.00
IN	MERRILLVILLE TOWN	$4,100.00
IN	MILFORD TOWN	$4,550.00
IN	MONTGOMERY COUNTY	$4,007.95
IN	MOORESVILLE TOWN	$2,550.00
IN	MORGAN COUNTY	$5,747.00
IN	MUNCIE CITY	$14,306.25
IN	MUNSTER TOWN	$3,850.00
IN	NASHVILLE TOWN	$2,400.00
IN	NEW CARLISLE TOWN	$3,446.00
IN	NEW HAVEN CITY	$3,280.00
IN	NEW WHITELAND TOWN	$4,482.50
IN	NEWBURGH TOWN	$700.00
IN	NOBLESVILLE CITY	$20,125.00
IN	NORTH VERNON CITY	$1,522.50
IN	NORTH WEBSTER TOWN	$2,000.00
IN	PARKE COUNTY	$7,684.26
IN	PENDLETON TOWN	$1,050.00
IN	PERU CITY	$2,312.50
IN	PETERSBURG CITY	$2,014.00
IN	PIERCETON TOWN	$1,268.00
IN	PLYMOUTH CITY	$2,100.00
IN	PORTAGE CITY	$13,690.00
IN	PORTLAND CITY	$1,590.00
IN	POSEY COUNTY	$3,937.50
IN	SCHERERVILLE TOWN	$2,085.00
IN	SCOTTSBURG CITY	$2,938.00
IN	SEYMOUR CITY	$14,207.92
IN	SHELBY COUNTY	$3,247.50
IN	STEUBEN COUNTY GOVERNMENT	$5,675.00
IN	TELL CITY	$5,335.00
IN	TERRE HAUTE CITY	$3,537.73
IN	VINCENNES CITY	$5,912.50
IN	WARRICK COUNTY	$4,650.00

IN	WARSAW CITY	$8,05
IN	WAYNE COUNTY	$4,422.51
IN	WEST LAFAYETTE CITY	$6,488.00
IN	WHITESTOWN TOWN	$2,961.35
IN	WHITLEY COUNTY	$7,085.00
	Totals for IN(89 Jurisdictions):	**$495,261.61**
KS	ABILENE CITY	$1,318.50
KS	ARKANSAS CITY	$3,076.50
KS	ATCHISON COUNTY	$1,239.00
KS	AUGUSTA CITY	$7,206.00
KS	BEL AIRE CITY	$3,200.00
KS	BONNER SPRINGS CITY	$4,420.00
KS	BURLINGTON CITY	$539.00
KS	BUTLER COUNTY	$4,375.00
KS	CHANUTE CITY	$7,997.80
KS	CHEROKEE COUNTY	$2,841.97
KS	CHERRYVALE CITY	$4,800.00
KS	COLBY CITY	$1,409.72
KS	CRAWFORD COUNTY	$4,378.00
KS	DERBY CITY	$6,300.00
KS	DOUGLAS COUNTY	$7,706.19
KS	EL DORADO CITY	$3,294.00
KS	ELK COUNTY	$1,400.00
KS	ELLIS COUNTY	$9,120.00
KS	FORD COUNTY	$5,890.26
KS	FORT SCOTT CITY	$1,787.50
KS	FRANKLIN COUNTY	$5,045.00
KS	GALENA CITY	$3,215.95
KS	GARDEN CITY	$4,427.00
KS	GARNETT CITY	$1,300.00
KS	GIRARD CITY	$1,200.00
KS	GOODLAND CITY	$1,600.00
KS	HALSTEAD CITY	$1,432.50
KS	HAYSVILLE CITY	$1,590.50
KS	HESSTON CITY	$1,105.62
KS	HUTCHINSON CITY	$3,675.00
KS	IOLA CITY	$1,520.50
KS	JUNCTION CITY	$8,458.29
KS	KANSAS	$2,301.88
KS	LARNED CITY	$1,200.00
KS	LAWRENCE CITY	$3,395.21
KS	LEAVENWORTH CITY	$2,500.00
KS	LEAWOOD CITY	$7,312.50
KS	LENEXA CITY	$13,849.13
KS	LIBERAL CITY	$3,454.50
KS	LINDSBORG CITY	$800.00
KS	LITTLE RIVER CITY	$225.24
KS	MARYSVILLE CITY	$2,184.10
KS	MCPHERSON CITY	$3,937.50

KS	MERRIAM CITY	$5,24
KS	MISSION CITY	$2,975.00
KS	NEODESHA CITY	$1,912.50
KS	NEOSHO COUNTY	$7,599.94
KS	NEWTON CITY	$4,759.59
KS	OLATHE CITY	$6,184.29
KS	OSAGE CITY	$540.00
KS	OSAGE COUNTY	$6,204.15
KS	OTTAWA COUNTY	$665.00
KS	OVERLAND PARK CITY	$8,795.44
KS	PARK CITY	$1,426.50
KS	POTTAWATOMIE COUNTY	$3,690.93
KS	PRAIRIE BAND POTAWATOMI INDIANS	$3,125.00
KS	RENO COUNTY	$5,258.00
KS	RILEY COUNTY	$7,182.50
KS	ROSE HILL CITY	$2,800.00
KS	ROSSVILLE CITY	$3,232.50
KS	SALINA CITY	$8,743.70
KS	SALINE COUNTY	$7,393.62
KS	SHAWNEE CITY	$18,153.93
KS	SPRING HILL CITY	$1,620.00
KS	STERLING CITY	$2,812.50
KS	THOMAS COUNTY	$2,300.00
KS	TONGANOXIE CITY	$1,074.50
KS	WYANDOTTE COUNTY AND KANSAS CITY KS UNIFIED GOVERNMENT	$8,520.58
	Totals for KS(68 Jurisdictions):	**$280,240.03**
KY	BOWLING GREEN CITY	$15,510.00
KY	CAMPBELL COUNTY	$4,547.50
KY	CAMPBELLSVILLE CITY	$4,840.00
KY	COVINGTON CITY	$17,200.00
KY	DAYTON CITY	$1,440.00
KY	ELSMERE CITY	$1,605.40
KY	ERLANGER CITY	$7,200.00
KY	GEORGETOWN CITY	$5,120.16
KY	GLASGOW CITY	$3,180.00
KY	HENDERSON CITY	$5,100.00
KY	HENDERSON COUNTY	$9,350.00
KY	HOPKINSVILLE CITY	$14,302.25
KY	INDEPENDENCE CITY	$4,380.00
KY	JEFFERSONTOWN CITY	$4,712.50
KY	MADISONVILLE CITY	$12,000.00
KY	MAYSVILLE CITY	$4,420.00
KY	MURRAY CITY	$1,984.50
KY	OWENSBORO CITY	$14,708.40
KY	PADUCAH CITY	$6,804.00
KY	RADCLIFF CITY	$4,690.80
KY	RICHMOND CITY	$9,394.12
KY	RUSSELLVILLE CITY	$2,488.50
KY	SCOTT COUNTY	$3,350.00

KY	SHELBYVILLE CITY	$4,42
KY	TOMPKINSVILLE CITY	$3,600.00
	Totals for KY(25 Jurisdictions):	**$166,353.13**
LA	ACADIA PARISH	$8,000.00
LA	ALEXANDRIA CITY	$31,265.00
LA	ASCENSION PARISH	$9,435.14
LA	AVOYELLES PARISH	$9,580.12
LA	BEAUREGARD PARISH	$14,713.50
LA	BIENVILLE PARISH	$17,062.50
LA	BREAUX BRIDGE CITY	$2,517.47
LA	BROUSSARD TOWN	$3,885.39
LA	CADDO PARISH	$17,834.17
LA	CAMERON PARISH	$8,729.00
LA	CARENCRO CITY	$7,392.06
LA	CATAHOULA PARISH	$6,180.00
LA	DE RIDDER CITY	$3,618.27
LA	DENHAM SPRINGS CITY	$4,800.00
LA	EAST BATON ROUGE PARISH SHERIFF'S OFFICE	$47,336.53
LA	FRANKLIN CITY	$1,115.40
LA	GONZALES CITY	$13,808.00
LA	GRANT PARISH SHERIFF DEPARTMENT	$28,272.00
LA	GRETNA CITY	$24,601.00
LA	HAMMOND CITY	$4,000.00
LA	HARAHAN CITY	$1,097.57
LA	HAUGHTON TOWN	$365.00
LA	HOUMA CITY	$12,000.00
LA	KENNER CITY	$5,225.60
LA	KINDER TOWN	$2,394.65
LA	LAFAYETTE CITY-PARISH	$1,375.04
LA	LAKE CHARLES CITY	$18,711.80
LA	LIVINGSTON PARISH	$5,607.09
LA	LOUISIANA	$17,522.20
LA	LAFAYETTE PARISH SHERIFFS DEPARTMENT	$1,995.26
LA	MONROE CITY	$14,872.00
LA	MOREHOUSE PARISH	$2,399.76
LA	MORGAN CITY	$3,893.78
LA	NATCHITOCHES CITY	$4,387.50
LA	NATCHITOCHES PARISH	$3,958.47
LA	NEW IBERIA CITY	$3,897.40
LA	PATTERSON CITY	$7,350.00
LA	PINEVILLE CITY	$11,440.00
LA	PLAQUEMINES PARISH	$14,375.00
LA	POINTE COUPEE PARISH	$7,772.00
LA	PONCHATOULA CITY	$4,925.00
LA	PORT ALLEN CITY	$1,663.38
LA	RAPIDES PARISH	$18,707.60
LA	RAYNE CITY	$4,000.00
LA	ROSEPINE TOWN	$3,600.00
LA	SLIDELL CITY	$32,916.16

LA	ST LANDRY PARISH SHERIFF DEPARTMENT	$2,97
LA	ST MARTIN PARISH	$9,674.00
LA	ST MARY PARISH	$13,390.23
LA	ST TAMMANY PARISH	$18,527.42
LA	SULPHUR CITY	$6,220.89
LA	TANGIPAHOA PARISH	$2,176.47
LA	THIBODAUX CITY	$8,442.10
LA	VINTON TOWN	$7,047.00
LA	WALKER TOWN	$2,055.55
LA	WINN PARISH	$20,057.14
	Totals for LA(56 Jurisdictions):	**$561,163.01**
MA	ABINGTON TOWN	$895.00
MA	ACTON TOWN	$7,125.00
MA	ACUSHNET TOWN	$2,237.50
MA	ADAMS TOWN	$4,112.50
MA	AGAWAM CITY	$6,695.00
MA	AMESBURY TOWN	$4,800.00
MA	ASHBURNHAM TOWN	$1,195.50
MA	ASHBY TOWN	$2,912.50
MA	ATTLEBORO CITY	$18,347.50
MA	BARNSTABLE CITY	$10,000.00
MA	BARRE TOWN	$1,927.50
MA	BEDFORD TOWN	$3,580.00
MA	BELMONT TOWN	$10,800.00
MA	BERKLEY TOWN	$1,990.00
MA	BILLERICA TOWN	$13,600.00
MA	BOURNE TOWN	$17,170.00
MA	BRAINTREE TOWN	$23,683.50
MA	CARVER TOWN	$6,228.75
MA	CHARLTON TOWN	$5,780.00
MA	CHELMSFORD TOWN	$5,700.00
MA	CHELSEA CITY	$9,750.00
MA	CHESTER TOWN	$950.00
MA	CHICOPEE CITY	$21,000.00
MA	DARTMOUTH TOWN	$5,550.00
MA	DEDHAM TOWN	$9,540.00
MA	DEERFIELD TOWN	$1,967.50
MA	DENNIS TOWN	$5,350.00
MA	DIGHTON TOWN	$3,580.00
MA	DOVER TOWN	$2,237.50
MA	DRACUT TOWN	$2,237.50
MA	DUXBURY TOWN	$11,484.20
MA	EAST BRIDGEWATER TOWN	$2,000.00
MA	EAST LONGMEADOW TOWN	$8,475.00
MA	EASTHAM TOWN	$1,269.00
MA	EASTHAMPTON TOWN	$15,999.89
MA	EASTON TOWN	$4,027.50
MA	FAIRHAVEN TOWN	$7,950.00
MA	FALL RIVER CITY	$28,275.00

MA	FALMOUTH TOWN	$6,52
MA	FITCHBURG CITY	$11,765.28
MA	FOXBOROUGH TOWN	$3,975.00
MA	FRAMINGHAM TOWN	$15,143.00
MA	FRANKLIN CITY	$15,960.00
MA	GARDNER CITY	$5,665.50
MA	GRANBY TOWN	$1,716.00
MA	GREAT BARRINGTON TOWN	$2,050.00
MA	GROVELAND TOWN	$5,925.15
MA	HALIFAX TOWN	$3,132.50
MA	HAMPDEN TOWN	$3,432.00
MA	HANOVER TOWN	$13,425.00
MA	HARDWICK TOWN	$850.00
MA	HAVERHILL CITY	$25,588.50
MA	HINGHAM TOWN	$5,600.00
MA	HINSDALE TOWN	$575.00
MA	HOLYOKE CITY	$13,200.00
MA	HOPEDALE TOWN	$1,602.21
MA	HUBBARDSTON TOWN	$2,250.00
MA	HULL TOWN	$3,878.00
MA	KINGSTON TOWN	$1,790.00
MA	LAKEVILLE TOWN	$5,925.15
MA	LEXINGTON TOWN	$8,502.50
MA	LONGMEADOW TOWN	$3,430.00
MA	LUDLOW TOWN	$4,959.00
MA	LYNNFIELD TOWN	$6,800.00
MA	MANCHESTER-BY-THE-SEA TOWN	$2,000.00
MA	MANSFIELD TOWN	$6,000.00
MA	MARBLEHEAD TOWN	$10,945.00
MA	MARSHFIELD TOWN	$13,120.20
MA	MATTAPOISETT TOWN	$8,502.50
MA	MAYNARD TOWN	$457.50
MA	MEDFORD CITY	$18,000.00
MA	MELROSE CITY	$10,740.00
MA	MENDON TOWN	$1,200.00
MA	METHUEN CITY	$15,984.00
MA	MIDDLEBOROUGH TOWN	$17,005.00
MA	MIDDLETON TOWN	$920.00
MA	MILFORD TOWN	$18,800.00
MA	MILLIS TOWN	$4,517.25
MA	MILTON TOWN	$7,332.00
MA	MERRIMAC TOWN	$7,200.00
MA	NEEDHAM TOWN	$6,265.00
MA	NEWBURY TOWN	$912.00
MA	NEWTON CITY	$42,800.00
MA	NORFOLK TOWN	$958.00
MA	NORTHAMPTON CITY	$4,750.00
MA	NORTHBOROUGH TOWN	$4,630.00
MA	NORTON TOWN	$8,887.73

MA	NORWELL TOWN	$5,52
MA	NORTH READING	$13,800.00
MA	PALMER TOWN	$4,000.00
MA	PEABODY CITY	$9,741.60
MA	PITTSFIELD CITY	$37,950.00
MA	PLYMOUTH TOWN	$11,187.50
MA	PRINCETON TOWN	$2,795.85
MA	PROVINCETOWN TOWN	$3,980.00
MA	RANDOLPH TOWN	$11,187.50
MA	RAYNHAM TOWN	$797.00
MA	READING TOWN	$3,600.00
MA	REVERE CITY	$8,176.00
MA	ROCKLAND TOWN	$8,055.00
MA	ROWLEY TOWN	$2,576.91
MA	SALEM CITY	$7,800.00
MA	SAUGUS TOWN	$4,971.80
MA	SCITUATE TOWN	$3,918.75
MA	SHARON TOWN	$4,815.00
MA	SHERBORN TOWN	$2,685.00
MA	SHREWSBURY TOWN	$7,432.32
MA	SOUTHBOROUGH TOWN	$2,265.16
MA	SOUTHBRIDGE TOWN	$15,200.00
MA	SOUTHWICK TOWN	$2,850.00
MA	STOUGHTON TOWN	$7,615.25
MA	STURBRIDGE TOWN	$3,196.00
MA	SUDBURY TOWN	$2,685.00
MA	TAUNTON CITY	$4,027.50
MA	TEMPLETON TOWN	$3,043.80
MA	TOPSFIELD TOWN	$3,546.27
MA	TOWNSEND TOWN	$3,636.50
MA	TYNGS BOROUGH TOWN	$3,750.00
MA	UPTON TOWN	$5,565.00
MA	WAKEFIELD TOWN	$12,460.47
MA	WALPOLE TOWN	$3,580.00
MA	WARE TOWN	$8,000.00
MA	WAREHAM TOWN	$4,085.00
MA	WARREN TOWN	$1,600.00
MA	WATERTOWN CITY	$4,000.00
MA	WAYLAND TOWN	$3,580.00
MA	WEBSTER TOWN	$3,999.95
MA	WELLESLEY TOWN	$2,685.00
MA	WENHAM TOWN	$5,250.00
MA	WEST BOYLSTON TOWN	$3,905.50
MA	WEST SPRINGFIELD TOWN	$27,285.00
MA	WESTBOROUGH TOWN	$3,580.00
MA	WESTFIELD CITY	$6,600.00
MA	WESTFORD TOWN	$5,653.04
MA	WESTPORT TOWN	$8,869.20
MA	WESTWOOD TOWN	$3,132.50

MA	WHITMAN TOWN	$16,00
MA	WILBRAHAM TOWN	$2,300.00
MA	WINTHROP TOWN	$17,000.00
MA	WOBURN CITY	$6,184.50
MA	YARMOUTH TOWN	$2,487.50
	Totals for MA(141 Jurisdictions):	**$1,040,627.68**
MD	ABERDEEN CITY	$3,595.50
MD	BALTIMORE COUNTY	$45,788.17
MD	BEL AIR TOWN	$5,891.50
MD	BOWIE CITY	$8,100.00
MD	BRUNSWICK CITY	$2,496.00
MD	CALVERT COUNTY	$14,900.13
MD	CAMBRIDGE CITY	$2,066.00
MD	CAROLINE COUNTY	$2,964.98
MD	CECIL COUNTY	$9,489.41
MD	CHARLES COUNTY	$22,090.38
MD	CHEVY CHASE VILLAGE TOWN	$1,068.85
MD	COTTAGE CITY TOWN	$1,600.00
MD	CUMBERLAND CITY	$4,800.00
MD	DORCHESTER COUNTY	$7,327.50
MD	FREDERICK CITY	$19,200.00
MD	FRUITLAND CITY	$2,370.00
MD	GAITHERSBURG CITY	$10,800.00
MD	GARRETT COUNTY	$2,632.50
MD	HAGERSTOWN CITY	$13,929.38
MD	HAMPSTEAD TOWN	$2,100.00
MD	HARFORD COUNTY	$20,147.20
MD	LANDOVER HILLS TOWN	$823.00
MD	LAUREL CITY	$3,825.00
MD	MARYLAND	$427.56
MD	MOUNT AIRY TOWN	$2,999.99
MD	OAKLAND TOWN	$508.50
MD	OCEAN CITY TOWN	$13,800.00
MD	RIVERDALE TOWN	$2,887.50
MD	ROCKVILLE CITY	$6,450.00
MD	WESTMINSTER CITY	$2,275.00
MD	WICOMICO COUNTY	$1,807.74
MD	WORCESTER COUNTY	$11,705.20
	Totals for MD(32 Jurisdictions):	**$250,866.99**
ME	AROOSTOOK COUNTY	$3,069.00
ME	AUBURN CITY	$9,120.00
ME	AUGUSTA CITY	$4,119.38
ME	BANGOR CITY	$7,841.60
ME	BAR HARBOR TOWN	$2,100.00
ME	BATH CITY	$4,892.50
ME	BIDDEFORD CITY	$4,000.00
ME	BRIDGTON TOWN	$1,112.50
ME	BRUNSWICK TOWN	$7,980.00
ME	BUCKSPORT TOWN	$6,000.00

ME	CARIBOU CITY	$2,40
ME	CUMBERLAND TOWN	$1,252.79
ME	ELIOT TOWN	$1,885.00
ME	FARMINGTON TOWN	$2,230.00
ME	FORT KENT TOWN	$1,595.00
ME	FORTFAIRFIELD TOWN	$2,000.00
ME	FREEPORT TOWN	$2,035.24
ME	GARDINER CITY	$1,285.01
ME	HAMPDEN TOWN	$2,000.00
ME	KENNEBUNK TOWN	$1,600.00
ME	KITTERY TOWN	$4,592.50
ME	KNOX COUNTY	$6,023.00
ME	LEWISTON CITY	$5,012.50
ME	LINCOLN COUNTY	$5,637.50
ME	MOUNT DESERT TOWN	$1,050.00
ME	OLD TOWN CITY	$1,960.00
ME	PORTLAND CITY	$6,343.00
ME	PRESQUE ISLE CITY	$3,000.00
ME	RUMFORD TOWN	$2,432.40
ME	SACO CITY	$5,197.50
ME	SAGADAHOC COUNTY	$2,150.00
ME	SCARBOROUGH TOWN	$4,225.00
ME	SKOWHEGAN TOWN	$2,050.00
ME	SOMERSET COUNTY	$6,592.50
ME	SOUTH BERWICK TOWN	$1,691.54
ME	TOPSHAM	$3,200.00
ME	WALDOBORO TOWN	$1,762.93
ME	WATERVILLE CITY	$4,000.00
ME	WELLS TOWN	$1,607.38
ME	WESTBROOK CITY	$6,172.50
ME	WISCASSET TOWN	$1,275.00
ME	YARMOUTH TOWN	$1,706.00
	Totals for ME(42 Jurisdictions):	**$146,199.27**
MI	ALCONA COUNTY	$1,019.00
MI	ALLEGAN CITY	$2,640.00
MI	ALPENA COUNTY	$5,448.00
MI	ARMADA VILLAGE	$4,470.00
MI	AUBURN HILLS CITY	$5,225.00
MI	BATTLE CREEK CITY	$12,288.73
MI	BAY CITY	$3,972.50
MI	BEAVERTON CITY	$2,000.00
MI	BENTON HARBOR CITY	$2,835.00
MI	BENZIE COUNTY	$2,964.00
MI	BERKLEY CITY	$1,600.00
MI	BIRCH RUN VILLAGE	$883.36
MI	BLOOMFIELD TOWNSHIP	$1,540.00
MI	BOYNE CITY	$1,538.00
MI	BRIDGEPORT CHARTER TOWNSHIP	$800.00
MI	BRIGHTON CITY	$3,797.00

MI	BROWNSTOWN CHARTER TOWNSHIP	$3,60
MI	CADILLAC CITY	$5,599.00
MI	CANTON CHARTER TOWNSHIP	$6,617.50
MI	CASS COUNTY	$4,812.50
MI	CENTER LINE CITY	$4,356.00
MI	CHARLEVOIX CITY	$593.55
MI	CHARLEVOIX COUNTY	$20,250.00
MI	CLAWSON CITY	$3,723.00
MI	CLAY TOWNSHIP	$6,800.00
MI	CLINTON CHARTER TOWNSHIP	$1,601.30
MI	CLINTON COUNTY	$4,000.00
MI	COLOMA CHARTER TOWNSHIP	$3,500.00
MI	COLUMBIA TOWNSHIP	$3,165.00
MI	CONSTANTINE VILLAGE	$1,098.00
MI	CRAWFORD COUNTY	$2,562.50
MI	DE WITT CITY	$1,101.50
MI	DEARBORN CITY	$9,284.07
MI	DEARBORN HEIGHTS CITY	$2,990.00
MI	DRYDEN TOWNSHIP	$1,566.78
MI	DURAND CITY	$1,292.50
MI	EAST LANSING CITY	$4,648.00
MI	EASTPOINTE CITY	$4,290.00
MI	ELSIE VILLAGE	$1,200.00
MI	EMMET COUNTY	$4,190.50
MI	ERIE TOWNSHIP	$800.00
MI	FARMINGTON CITY	$3,199.00
MI	FARMINGTON HILLS CITY	$17,902.50
MI	FENTON CITY	$1,553.00
MI	FLAT ROCK CITY	$2,082.50
MI	FLINT CHARTER TOWNSHIP	$10,830.00
MI	FLUSHING CHARTER TOWNSHIP	$825.00
MI	FRANKLIN VILLAGE	$1,412.50
MI	FRASER CITY	$12,000.00
MI	FREMONT CITY	$3,285.00
MI	GARDEN CITY	$5,755.00
MI	GOGEBIC COUNTY	$2,308.03
MI	GRAND BLANC CHARTER TOWNSHIP	$4,027.50
MI	GRAND LEDGE CITY	$1,627.50
MI	GRAND RAPIDS CITY	$9,766.60
MI	GRAND TRAVERSE COUNTY	$3,640.00
MI	GRANDVILLE CITY	$3,045.00
MI	GREENVILLE CITY	$1,764.00
MI	GROSSE ILE TOWNSHIP	$4,000.00
MI	GROSSE POINTE CITY	$9,200.00
MI	GUN LAKE TRIBE PUBLIC SAFETY	$2,500.00
MI	HAMBURG TOWNSHIP	$3,448.50
MI	HAMPTON CHARTER TOWNSHIP	$1,600.00
MI	HAMTRAMCK CITY	$2,860.00
MI	HARBOR BEACH CITY	$1,402.50

MI	HART CITY	$52
MI	HARTFORD CITY	$929.50
MI	HASTINGS CITY	$2,000.00
MI	HAZEL PARK CITY	$6,857.50
MI	HOLLAND CITY	$6,222.50
MI	HOUGHTON COUNTY	$670.00
MI	HURON CHARTER TOWNSHIP	$3,883.30
MI	HURON COUNTY	$800.00
MI	IONIA CITY	$2,222.00
MI	IOSCO COUNTY	$1,200.00
MI	IRON COUNTY	$3,956.50
MI	ISABELLA COUNTY	$3,137.00
MI	ISHPEMING CITY	$1,820.00
MI	JACKSON CITY	$3,125.00
MI	JACKSON COUNTY	$1,791.67
MI	KALAMAZOO CITY	$28,171.88
MI	KALKASKA VILLAGE	$450.00
MI	KENTWOOD CITY	$7,172.50
MI	LAKE COUNTY	$1,490.00
MI	LANSING CITY	$7,344.80
MI	LAPEER COUNTY	$6,125.00
MI	LAPEER TOWNSHIP	$2,000.00
MI	LAURIUM VILLAGE	$311.00
MI	LEELANAU COUNTY	$312.50
MI	LENAWEE COUNTY	$7,227.00
MI	LINCOLN PARK CITY	$3,037.50
MI	LIVONIA CITY	$5,407.50
MI	LAWRENCE VILLAGE	$1,887.50
MI	MACKINAW CITY VILLAGE	$400.00
MI	MADISON HEIGHTS CITY	$11,187.50
MI	MANISTEE COUNTY	$3,307.50
MI	MARQUETTE COUNTY	$2,847.50
MI	MARSHALL CITY	$1,500.00
MI	MARYSVILLE CITY	$1,387.50
MI	MASON CITY	$1,750.00
MI	MASON COUNTY	$6,282.00
MI	MENOMINEE CITY	$3,146.50
MI	MERIDIAN CHARTER TOWNSHIP	$3,891.50
MI	MICHIGAN	$13,175.87
MI	MIDLAND CITY	$6,750.00
MI	MIDLAND COUNTY	$7,920.00
MI	MONROE CITY	$4,470.00
MI	MONTCALM COUNTY	$6,210.00
MI	MONTMORENCY COUNTY	$2,225.00
MI	METRO POLICE AUTHORITY OF GENESEE COUNTY	$1,382.00
MI	NEGAUNEE CITY	$3,875.00
MI	NEW BALTIMORE CITY	$2,060.00
MI	NEWAYGO CITY	$807.50
MI	NEWAYGO COUNTY	$3,242.91

MI	NILES CITY	$2,36
MI	NORTHVILLE CITY	$1,777.50
MI	NORTON SHORES CITY	$2,572.50
MI	NORWAY CITY	$2,282.50
MI	NOVI CITY	$3,825.00
MI	OAK PARK CITY	$5,625.00
MI	OAKLAND COUNTY	$22,619.74
MI	OLIVET CITY	$800.00
MI	ORONOKO CHARTER TOWNSHIP	$11.27
MI	PAW PAW VILLAGE	$367.50
MI	PENTWATER VILLAGE	$2,800.00
MI	PITTSFIELD CHARTER TOWNSHIP	$4,000.00
MI	PLYMOUTH CHARTER TOWNSHIP	$5,600.00
MI	PORT HURON CITY	$4,400.00
MI	POKAGON BAND OF POTAWATOMI	$3,960.00
MI	REDFORD CHARTER TOWNSHIP	$4,537.50
MI	RICHMOND CITY	$2,744.00
MI	ROMULUS CITY	$11,400.00
MI	ROSCOMMON COUNTY	$2,137.50
MI	ROSEVILLE CITY	$2,940.00
MI	ROYAL OAK CITY	$8,725.50
MI	SAGINAW CITY	$4,600.50
MI	SAGINAW COUNTY	$2,280.30
MI	SANILAC COUNTY	$3,725.00
MI	SAULT STE MARIE CITY	$1,020.00
MI	SCHOOLCRAFT COUNTY	$2,528.10
MI	SHELBY CHARTER TOWNSHIP	$7,580.00
MI	SHIAWASSEE COUNTY	$2,090.50
MI	SOUTH HAVEN CITY	$4,397.50
MI	SOUTH LYON CITY	$3,975.00
MI	SOUTHFIELD CITY	$8,350.00
MI	SOUTHGATE CITY	$3,232.50
MI	ST CLAIR SHORES CITY	$6,800.00
MI	ST IGNACE CITY	$1,606.00
MI	ST JOHNS CITY	$1,947.50
MI	ST JOSEPH COUNTY	$2,331.25
MI	STERLING HEIGHTS CITY	$1,477.11
MI	SUMPTER TOWNSHIP	$689.00
MI	ST. CLAIR COUNTY	$2,137.78
MI	TAYLOR CITY	$4,000.00
MI	TECUMSEH CITY	$485.10
MI	THREE RIVERS CITY	$3,125.39
MI	TRAVERSE CITY	$10,900.00
MI	TROY CITY	$14,785.00
MI	TUSCOLA COUNTY	$2,400.00
MI	UNADILLA TOWNSHIP	$1,117.00
MI	UTICA CITY	$3,712.50
MI	VAN BUREN CHARTER TOWNSHIP	$1,500.00
MI	VAN BUREN COUNTY	$5,349.00

MI	WALKER CITY	$2,92
MI	WARREN CITY	$11,602.03
MI	WATERFORD CHARTER TOWNSHIP	$7,987.50
MI	WAYNE COUNTY AIRPORT AUTHORITY	$10,364.57
MI	WEST BLOOMFIELD CHARTER TOWNSHIP	$9,375.00
MI	WEXFORD COUNTY	$1,882.50
MI	WHITE LAKE CHARTER TOWNSHIP	$9,780.00
MI	WYOMING CITY	$11,220.00
MI	YPSILANTI CITY	$3,160.00
MI	ZEELAND CITY	$901.50
	Totals for MI(173 Jurisdictions):	**$737,416.49**
MN	AITKIN COUNTY	$2,100.00
MN	ALBERT LEA CITY	$4,050.00
MN	AUSTIN CITY	$4,725.00
MN	BAXTER CITY	$1,326.00
MN	BECKER CITY	$2,217.50
MN	BECKER COUNTY	$4,085.00
MN	BELGRADE CITY	$642.99
MN	BELTRAMI COUNTY	$3,000.00
MN	BEMIDJI CITY	$5,130.00
MN	BENTON COUNTY	$4,400.00
MN	BLOOMINGTON CITY	$21,292.50
MN	BLUE EARTH COUNTY	$3,600.00
MN	BRAINERD CITY	$3,675.00
MN	BREEZY POINT CITY	$1,974.50
MN	BROOKLYN PARK CITY	$37,999.96
MN	BROWN COUNTY	$1,181.98
MN	BURNSVILLE CITY	$13,606.50
MN	CAMBRIDGE CITY	$3,178.78
MN	CANNON FALLS CITY	$1,200.00
MN	CASS COUNTY	$2,551.50
MN	CHAMPLIN CITY	$3,300.00
MN	CHATFIELD CITY	$761.55
MN	CHISHOLM CITY	$2,100.00
MN	CLAY COUNTY	$506.10
MN	CLEARWATER COUNTY	$1,444.64
MN	CLEVELAND CITY	$1,800.00
MN	CLOQUET CITY	$2,000.00
MN	COLD SPRING CITY	$614.16
MN	COLUMBIA HEIGHTS CITY	$2,625.00
MN	COTTAGE GROVE CITY	$5,020.00
MN	CROW WING COUNTY	$5,508.00
MN	COUNTY OF COTTONWOOD	$1,725.00
MN	DAWSON CITY	$1,225.00
MN	DAYTON CITY	$4,832.00
MN	DEER RIVER CITY	$1,200.00
MN	DEERWOOD CITY	$3,501.07
MN	DETROIT LAKES CITY	$3,855.00
MN	DODGE COUNTY	$12,000.00

MN	DOUGLAS COUNTY	$2,62
MN	DULUTH CITY	$22,899.11
MN	EAST GRAND FORKS CITY	$3,669.37
MN	EDEN PRAIRIE CITY	$7,218.00
MN	ELY CITY	$1,483.50
MN	FARMINGTON CITY	$6,500.00
MN	FERGUS FALLS CITY	$4,032.00
MN	FILLMORE COUNTY	$2,000.00
MN	FLOODWOOD CITY	$1,077.99
MN	FOREST LAKE CITY	$3,600.00
MN	FREEBORN COUNTY	$2,000.00
MN	FRIDLEY CITY	$4,595.00
MN	GAYLORD CITY	$1,331.33
MN	GOLDEN VALLEY CITY	$7,996.50
MN	GOODHUE COUNTY	$8,400.00
MN	GRAND RAPIDS CITY	$2,400.00
MN	HAWLEY CITY	$2,000.00
MN	HERMANTOWN CITY	$2,530.00
MN	HIBBING CITY	$5,695.00
MN	HILL CITY	$1,653.00
MN	HUTCHINSON CITY	$1,978.78
MN	INDEPENDENCE CITY	$1,889.01
MN	INTERNATIONAL FALLS CITY	$1,666.37
MN	ISLE CITY	$341.47
MN	KANDIYOHI COUNTY	$7,855.00
MN	KOOCHICHING COUNTY	$1,828.50
MN	LA CRESCENT CITY	$2,005.00
MN	LAKE CRYSTAL CITY	$400.00
MN	LAKEFIELD CITY	$658.50
MN	LAKEVILLE CITY	$9,349.12
MN	LE SUEUR CITY	$1,050.00
MN	LE SUEUR COUNTY	$2,200.00
MN	LINO LAKES CITY	$1,600.00
MN	LITTLE FALLS CITY	$8,019.00
MN	LYON COUNTY	$2,000.00
MN	MAHNOMEN COUNTY	$3,128.48
MN	MAPLE GROVE CITY	$8,100.00
MN	MAPLETON CITY	$376.11
MN	MAPLEWOOD CITY	$9,000.00
MN	MCLEOD COUNTY	$3,320.00
MN	MENDOTA HEIGHTS CITY	$3,146.38
MN	MINNETONKA CITY	$21,976.50
MN	MOORHEAD CITY	$9,799.40
MN	MOTLEY CITY	$518.50
MN	MILLE LACS BAND OF OJIBWE	$3,917.85
MN	NEW BRIGHTON CITY	$3,200.00
MN	NEW HOPE CITY	$5,200.00
MN	NICOLLET COUNTY	$3,150.00
MN	NISSWA CITY	$524.10

MN	NOBLES COUNTY	$1,45
MN	NORTH BRANCH CITY	$1,200.00
MN	NORTHFIELD CITY	$3,685.50
MN	ONAMIA CITY	$1,107.15
MN	ORONO CITY	$2,582.50
MN	OWATONNA CITY	$6,400.00
MN	PLYMOUTH CITY	$13,200.00
MN	PRIOR LAKE CITY	$3,600.00
MN	RAMSEY CITY	$2,389.90
MN	REDWOOD COUNTY	$4,857.84
MN	RICE CITY	$1,174.05
MN	RICHFIELD CITY	$2,395.90
MN	ROBBINSDALE CITY	$1,972.50
MN	ROCK COUNTY	$1,354.00
MN	ROSEMOUNT CITY	$4,400.00
MN	SARTELL CITY	$1,168.83
MN	SAUK CENTRE CITY	$1,200.00
MN	SAUK RAPIDS CITY	$2,487.26
MN	SAVAGE CITY	$7,004.31
MN	SHAKOPEE CITY	$9,012.00
MN	SHERBURNE COUNTY	$9,082.50
MN	SOUTH ST PAUL CITY	$6,400.00
MN	SPRINGFIELD CITY	$2,300.00
MN	SPRINGLAKE PARK CITY	$1,544.43
MN	ST CLOUD CITY	$8,385.80
MN	ST JAMES CITY	$429.00
MN	ST JOSEPH CITY	$4,044.15
MN	ST LOUIS PARK CITY	$10,641.00
MN	STILLWATER CITY	$5,000.00
MN	SWIFT COUNTY	$963.09
MN	THIEF RIVER FALLS CITY	$1,950.00
MN	TODD COUNTY	$1,600.00
MN	VIRGINIA CITY	$3,096.15
MN	WABASHA COUNTY	$7,122.50
MN	WASECA CITY	$1,500.00
MN	WAYZATA CITY	$3,776.50
MN	WEST CONCORD CITY	$1,717.68
MN	WHEATON CITY	$800.00
MN	WHITE BEAR LAKE CITY	$4,860.00
MN	WILLMAR CITY	$4,896.82
MN	WINONA CITY	$14,625.00
MN	WINONA COUNTY	$6,000.00
MN	WOODBURY CITY	$9,474.50
MN	ZUMBROTA CITY	$1,100.00
	Totals for MN(131 Jurisdictions):	**$571,810.46**
MO	ADAIR COUNTY	$3,283.00
MO	ARNOLD CITY	$5,100.00
MO	ASHLAND CITY	$2,118.80
MO	AURORA CITY	$2,800.00

MO	BERKELEY CITY	$9,96
MO	BERNIE CITY	$2,400.00
MO	BOLIVAR CITY	$6,025.00
MO	BOONVILLE CITY	$4,000.00
MO	BOWLING GREEN CITY	$1,700.00
MO	BRANSON CITY	$5,232.50
MO	BRANSON WEST CITY	$1,799.50
MO	BUFFALO CITY	$1,790.00
MO	BUTLER CITY	$2,297.50
MO	BYRNES MILL CITY	$2,125.00
MO	CALLAWAY COUNTY	$5,100.00
MO	CAMDENTON CITY	$1,400.00
MO	CANTON CITY	$392.50
MO	CAPE GIRARDEAU CITY	$12,240.00
MO	CAPE GIRARDEAU COUNTY	$7,910.00
MO	CARL JUNCTION CITY	$1,134.00
MO	CASSVILLE CITY	$2,954.00
MO	CHAFFEE CITY	$527.69
MO	CHESTERFIELD CITY	$8,250.00
MO	CHRISTIAN COUNTY	$7,587.45
MO	CLAY COUNTY	$7,841.73
MO	CLAYTON CITY	$3,712.50
MO	COLE COUNTY	$6,600.00
MO	CREVE COEUR CITY	$4,125.00
MO	CROCKER CITY	$2,250.00
MO	DES PERES CITY	$4,000.00
MO	DESLOGE CITY	$4,337.49
MO	ELLISVILE CITY	$2,000.00
MO	EUREKA CITY	$2,363.33
MO	FAIR GROVE CITY	$3,150.00
MO	FLORISSANT CITY	$6,187.50
MO	FRANKLIN COUNTY	$13,525.02
MO	FRONTENAC CITY	$425.00
MO	FULTON CITY	$2,082.50
MO	GASCONADE COUNTY	$3,975.00
MO	GLADSTONE CITY	$11,390.00
MO	GLENDALE CITY	$800.00
MO	GRAIN VALLEY CITY	$3,960.00
MO	GRANDVIEW CITY	$6,800.00
MO	HANNIBAL CITY	$2,453.66
MO	HAZELWOOD CITY	$6,000.00
MO	HIGGINSVILLE CITY	$2,349.87
MO	HILLSBORO CITY	$3,600.00
MO	HOLLISTER CITY	$2,070.00
MO	HOLT COUNTY	$3,595.00
MO	HOWELL COUNTY	$4,483.75
MO	JACKSON CITY	$7,827.50
MO	JACKSON COUNTY	$4,398.94
MO	JEFFERSON CITY	$10,468.62

MO	JOHNSON COUNTY	$7,59
MO	JOPLIN CITY	$12,420.20
MO	KANSAS CITY	$125,175.85
MO	KIMBERLING CITY CITY	$2,712.50
MO	KIRKSVILLE CITY	$9,200.00
MO	KIRKWOOD CITY	$8,797.50
MO	KNOB NOSTER CITY	$419.77
MO	LAKE ST LOUIS CITY	$3,240.00
MO	LAMAR CITY	$1,700.00
MO	LEES SUMMIT CITY	$4,845.57
MO	LIBERTY CITY	$2,991.63
MO	LINCOLN COUNTY	$10,350.00
MO	LIVINGSTON COUNTY	$2,000.00
MO	MARSHALL CITY	$2,053.98
MO	MARYVILLE CITY	$2,673.00
MO	MCDONALD COUNTY	$2,282.48
MO	MILLER COUNTY	$8,250.00
MO	MISSOURI	$11,411.39
MO	MOBERLY CITY	$5,830.00
MO	MONETT CITY	$4,960.00
MO	MONTGOMERY CITY	$3,069.88
MO	MOUNT VERNON CITY	$4,240.50
MO	MOUNTAIN VIEW CITY	$5,525.00
MO	NEOSHO CITY	$4,200.00
MO	NEVADA CITY	$2,699.97
MO	NEWTON COUNTY	$8,500.00
MO	NIXA CITY	$4,866.50
MO	O FALLON CITY	$20,563.85
MO	ODESSA CITY	$728.67
MO	OLIVETTE CITY	$4,350.00
MO	OSAGE BEACH CITY	$2,070.00
MO	OSAGE COUNTY	$629.00
MO	OVERLAND CITY	$6,135.00
MO	OZARK CITY	$3,228.68
MO	PACIFIC CITY	$9,910.00
MO	PAGEDALE CITY	$9,975.00
MO	PECULIAR CITY	$5,114.94
MO	PERRYVILLE CITY	$2,400.00
MO	PETTIS COUNTY	$17,537.43
MO	PEVELY CITY	$6,375.00
MO	PIEDMONT CITY	$3,552.50
MO	PLATTE CITY	$1,500.00
MO	PLEASANT VALLEY CITY	$400.00
MO	RAYMORE CITY	$5,398.00
MO	REPUBLIC CITY	$1,980.98
MO	RICHMOND HEIGHTS CITY	$8,250.00
MO	ROLLA CITY	$4,125.00
MO	SEDALIA CITY	$7,880.42
MO	SHREWSBURY CITY	$4,000.00

MO	SIKESTON CITY	$5,98
MO	SMITHVILLE CITY	$3,679.50
MO	ST CHARLES CITY	$14,450.00
MO	ST CHARLES COUNTY	$3,191.40
MO	ST CLAIR COUNTY	$4,777.50
MO	ST JOSEPH CITY	$11,861.00
MO	ST LOUIS CITY	$43,274.75
MO	ST PETERS CITY	$7,600.00
MO	ST. JOHN P.D.	$2,000.00
MO	STONE COUNTY	$8,165.00
MO	SULLIVAN CITY	$5,850.00
MO	TANEY COUNTY	$8,383.50
MO	TEXAS COUNTY	$1,433.00
MO	THAYER CITY	$3,200.00
MO	TRENTON CITY	$2,162.50
MO	TROY CITY	$3,834.05
MO	UNION CITY	$2,062.50
MO	UNIVERSITY CITY	$10,480.00
MO	VELDA VILLAGE CITY	$3,425.00
MO	WARRENSBURG CITY	$961.00
MO	WARRENTON CITY	$1,700.00
MO	WASHINGTON CITY	$3,309.00
MO	WEATHERBY LAKE CITY	$1,940.43
MO	WEBB CITY	$4,428.00
MO	WEBSTER GROVES CITY	$4,125.00
MO	WENTZVILLE CITY	$14,025.00
MO	WEST PLAINS CITY	$3,932.50
MO	WILLARD CITY	$410.00
MO	WILLOW SPRINGS CITY	$2,550.00
	Totals for MO(131 Jurisdictions):	**$806,217.39**
MS	AMITE COUNTY	$3,668.00
MS	BATESVILLE CITY	$1,600.00
MS	BAY ST LOUIS CITY	$8,738.28
MS	BILOXI CITY	$9,009.00
MS	BOONEVILLE CITY	$11,100.00
MS	BYRAM CITY	$3,600.00
MS	CENTREVILLE TOWN	$1,760.94
MS	CLARKSDALE CITY	$8,627.50
MS	COLUMBIA CITY	$10,822.50
MS	CORINTH CITY	$2,376.60
MS	D IBERVILLE CITY	$4,000.00
MS	DERMA TOWN	$489.50
MS	EUPORA TOWN	$2,800.00
MS	FLORENCE TOWN	$1,013.85
MS	FOREST CITY	$2,027.70
MS	FORREST COUNTY	$8,799.89
MS	GAUTIER CITY	$6,762.60
MS	GLOSTER TOWN	$1,834.00
MS	GULFPORT CITY	$9,525.00

MS	HATTIESBURG CITY	$12,40
MS	HERNANDO CITY	$3,500.00
MS	HORN LAKE CITY	$3,348.32
MS	KOSCIUSKO CITY	$6,190.24
MS	LAUREL CITY	$7,437.50
MS	LEE COUNTY	$4,668.54
MS	LINCOLN COUNTY	$5,069.25
MS	LOWNDES COUNTY	$421.17
MS	LONG BEACH	$2,782.50
MS	MADISON CITY	$13,982.50
MS	MERIDIAN CITY	$15,554.45
MS	MORTON CITY	$2,932.00
MS	NEW ALBANY CITY	$3,600.00
MS	NEWTON CITY	$2,000.00
MS	OKOLONA CITY	$5,600.00
MS	OKTIBBEHA COUNTY SHERIFFS OFFICE	$9,782.04
MS	OXFORD CITY	$12,000.00
MS	PASCAGOULA CITY	$2,025.00
MS	PASS CHRISTIAN CITY	$1,500.00
MS	PEARL RIVER VALLEY WATER SUPPLY DISTRICT	$2,340.00
MS	PICAYUNE CITY	$2,791.88
MS	PRENTISS COUNTY	$9,200.00
MS	RIDGELAND CITY	$8,500.00
MS	RIPLEY CITY	$3,250.00
MS	SIMPSON COUNTY	$2,703.60
MS	SMITH COUNTY	$6,957.00
MS	STONE COUNTY	$4,820.00
MS	TUPELO CITY	$7,850.00
MS	UNION COUNTY	$7,437.50
MS	VICKSBURG CITY	$5,200.00
MS	WASHINGTON COUNTY	$5,062.50
MS	WAVELAND CITY	$3,100.50
MS	WAYNESBORO CITY	$5,797.50
MS	WIGGINS CITY	$2,568.00
	Totals for MS(53 Jurisdictions):	**$290,927.35**
MT	BUTTE-SILVER BOW CITY AND COUNTY	$6,953.00
MT	BOZEMAN CITY	$3,294.00
MT	CASCADE COUNTY	$9,600.00
MT	FAIRVIEW TOWN	$585.37
MT	FERGUS COUNTY	$3,849.95
MT	FLATHEAD COUNTY	$5,236.54
MT	GLACIER COUNTY	$4,716.63
MT	GLASGOW CITY	$1,600.00
MT	GREAT FALLS CITY	$8,799.75
MT	HELENA CITY	$3,520.27
MT	KALISPELL CITY	$4,350.00
MT	LAKE COUNTY	$7,940.68
MT	LEWIS AND CLARK COUNTY	$5,090.00
MT	LINCOLN COUNTY	$2,082.99

MT	LIVINGSTON CITY	$2,39
MT	MILES CITY	$815.90
MT	PETROLEUM COUNTY	$47.73
MT	POLSON CITY	$2,069.81
MT	RAVALLI COUNTY	$8,310.00
MT	RED LODGE CITY	$1,688.50
MT	ROSEBUD COUNTY	$6,183.18
MT	TROY CITY	$550.05
MT	VALLEY COUNTY	$1,672.50
MT	WHITEFISH CITY	$3,216.25
	Totals for MT(24 Jurisdictions):	**$94,570.60**
NC	APEX TOWN	$12,725.88
NC	ASHEVILLE CITY	$10,163.61
NC	AVERY COUNTY	$10,880.00
NC	AYDEN TOWN	$2,000.00
NC	BEAUFORT TOWN	$843.33
NC	BEECH MOUNTAIN TOWN	$2,134.35
NC	BELHAVEN TOWN	$1,657.50
NC	BELMONT CITY	$7,479.33
NC	BILTMORE FOREST TOWN	$7,004.55
NC	BLACK MOUNTAIN TOWN	$2,215.13
NC	BLOWING ROCK TOWN	$2,782.49
NC	BOONE TOWN	$4,945.00
NC	BURGAW TOWN	$2,270.80
NC	BURLINGTON CITY	$17,015.00
NC	BURNSVILLE TOWN	$1,530.29
NC	CALDWELL COUNTY	$7,300.00
NC	CARRBORO TOWN	$1,636.70
NC	CHAPEL HILL TOWN	$17,225.00
NC	CHERRYVILLE CITY	$2,100.00
NC	CHINA GROVE TOWN	$2,425.00
NC	CLAYTON TOWN	$5,459.26
NC	CLEVELAND COUNTY	$3,031.99
NC	COATS TOWN	$1,641.95
NC	COLUMBUS COUNTY	$7,815.00
NC	CONCORD CITY	$6,040.76
NC	CRAMERTON TOWN	$1,480.96
NC	CRAVEN COUNTY	$4,071.96
NC	DUCK TOWN	$1,925.00
NC	DUPLIN COUNTY	$6,808.24
NC	DURHAM CITY	$24,106.00
NC	EDEN CITY	$3,600.00
NC	EDENTON TOWN	$4,997.48
NC	EDGECOMBE COUNTY	$21,330.00
NC	ELIZABETH CITY	$6,714.98
NC	ELKIN TOWN	$575.64
NC	ELON COLLEGE TOWN	$3,200.00
NC	FOREST CITY TOWN	$5,101.67
NC	FRANKLIN COUNTY	$4,499.63

NC	FUQUAY-VARINA TOWN	$7,31
NC	GARNER TOWN	$7,200.00
NC	GASTONIA CITY	$14,437.50
NC	GRAHAM CITY	$5,505.09
NC	GRANVILLE COUNTY	$12,916.55
NC	HARNETT COUNTY	$2,176.06
NC	HAVELOCK CITY	$2,758.75
NC	HAW RIVER TOWN	$2,483.75
NC	HENDERSON CITY	$4,480.69
NC	HICKORY CITY	$18,060.00
NC	HIGH POINT CITY	$13,734.84
NC	HOPE MILLS TOWN	$3,640.18
NC	JONESVILLE TOWN	$4,800.00
NC	KERNERSVILLE TOWN	$11,925.00
NC	KINGS MOUNTAIN CITY	$3,360.00
NC	KINSTON CITY	$7,272.88
NC	KNIGHTDALE TOWN	$2,903.54
NC	LELAND TOWN	$3,000.00
NC	LEXINGTON CITY	$11,912.50
NC	LILLINGTON TOWN	$9,562.00
NC	LUMBERTON CITY	$15,400.00
NC	MACON COUNTY	$4,807.23
NC	MAIDEN TOWN	$2,124.74
NC	MARION CITY	$5,593.00
NC	MARTIN COUNTY	$3,022.31
NC	MCDOWELL COUNTY	$6,444.25
NC	MECKLENBURG COUNTY	$26,220.57
NC	MONTGOMERY COUNTY	$1,575.00
NC	MOORE COUNTY	$4,367.18
NC	MOORESVILLE TOWN	$12,287.50
NC	MOREHEAD CITY	$3,180.00
NC	MOUNT HOLLY CITY	$2,582.40
NC	NAGS HEAD TOWN	$1,162.50
NC	NEW BERN CITY	$14,891.30
NC	NEWTON CITY	$2,586.50
NC	NORTH CAROLINA	$2,668.36
NC	NORTH TOPSAIL BEACH TOWN	$2,632.97
NC	PAMLICO COUNTY	$3,249.36
NC	PENDER COUNTY	$4,567.50
NC	PERQUIMANS COUNTY	$4,803.75
NC	PERSON COUNTY	$8,800.00
NC	PILOT MOUNTAIN TOWN	$7,675.00
NC	PINEVILLE TOWN	$2,938.35
NC	PRINCETON TOWN	$2,866.68
NC	RALEIGH CITY	$58,694.85
NC	RED SPRINGS TOWN	$2,782.00
NC	REIDSVILLE CITY	$6,032.28
NC	RICHMOND COUNTY	$30,137.48
NC	ROANOKE RAPIDS CITY	$6,983.48

NC	ROCKINGHAM COUNTY	$7,93
NC	ROCKY MOUNT CITY	$13,164.00
NC	ROLESVILLE TOWN	$4,399.45
NC	RUTHERFORD COUNTY	$2,152.22
NC	SALISBURY CITY	$8,409.00
NC	SAMPSON COUNTY	$9,803.70
NC	SCOTLAND COUNTY	$6,880.94
NC	SMITHFIELD TOWN	$2,954.54
NC	SOUTHERN PINES TOWN	$9,603.00
NC	SOUTHERN SHORES TOWN	$1,123.74
NC	SPARTA TOWN	$3,988.00
NC	SPRUCE PINE TOWN	$1,505.50
NC	STALLINGS TOWN	$4,925.00
NC	STATESVILLE CITY	$11,380.00
NC	SURRY COUNTY	$5,462.48
NC	SHELBY	$7,200.00
NC	SUGAR MOUNTAIN VILLAGE	$322.89
NC	TOWN OF BUTNER	$3,277.28
NC	VALDESE TOWN	$3,287.93
NC	WADESBORO TOWN	$3,517.29
NC	WAKE FOREST TOWN	$7,532.50
NC	WARSAW TOWN	$3,065.00
NC	WATAUGA COUNTY	$8,794.57
NC	WHISPERING PINES VILLAGE	$1,125.02
NC	WILLIAMSTON TOWN	$3,554.25
NC	WILSON CITY	$16,765.00
NC	WILSON COUNTY	$8,688.73
NC	WINSTON SALEM CITY	$2,931.82
NC	YOUNGSVILLE TOWN	$2,800.00
NC	ZEBULON TOWN	$2,700.98
	Totals for NC(117 Jurisdictions):	**$798,511.49**
ND	BISMARCK CITY	$15,013.70
ND	BURLEIGH COUNTY	$4,400.00
ND	DEVILS LAKE CITY	$2,036.64
ND	DICKINSON CITY	$5,645.63
ND	GRAFTON CITY	$3,254.00
ND	GRAND FORKS CITY	$18,735.00
ND	GRAND FORKS COUNTY	$3,120.00
ND	JAMESTOWN CITY	$5,600.00
ND	MANDAN CITY	$3,225.00
ND	MCKENZIE COUNTY	$4,738.21
ND	MCLEAN COUNTY	$2,646.00
ND	MINOT CITY	$11,200.00
ND	MORTON COUNTY	$5,600.00
ND	RENVILLE COUNTY	$2,800.00
ND	RUGBY CITY	$1,025.00
ND	STEELE COUNTY	$1,950.00
ND	TRAILL COUNTY	$3,402.00
ND	WAHPETON CITY	$1,600.00

ND	WALSH COUNTY	$2,36
ND	WARD COUNTY	$4,938.00
ND	WATFORD CITY	$5,155.93
ND	WEST FARGO CITY	$18,679.85
	Totals for ND(22 Jurisdictions):	**$127,126.40**
NE	AURORA CITY	$3,600.00
NE	BEATRICE CITY	$4,000.00
NE	BELLEVUE CITY	$8,000.00
NE	BOYS TOWN VILLAGE	$1,080.00
NE	BROKEN BOW CITY	$1,074.00
NE	CHADRON CITY	$2,125.00
NE	COLUMBUS CITY	$3,385.00
NE	DODGE COUNTY	$4,500.00
NE	GOTHENBURG CITY	$945.00
NE	GRAND ISLAND CITY	$17,817.93
NE	HALL COUNTY	$6,517.90
NE	HASTINGS CITY	$4,400.00
NE	LA VISTA CITY	$4,800.00
NE	LEXINGTON CITY	$2,400.00
NE	MINATARE CITY	$1,200.00
NE	NEMAHA COUNTY	$2,250.00
NE	NORFOLK CITY	$2,000.00
NE	PAPILLION CITY	$5,167.50
NE	PHELPS COUNTY	$1,725.00
NE	PLATTE COUNTY	$1,746.50
NE	PLATTSMOUTH CITY	$2,800.00
NE	RALSTON CITY	$1,150.00
NE	RICHARDSON COUNTY	$3,600.00
NE	SAUNDERS COUNTY	$1,800.00
NE	SCOTTS BLUFF COUNTY	$1,154.50
NE	SIDNEY CITY	$1,440.00
NE	SOUTH SIOUX CITY	$3,832.50
NE	STANTON COUNTY	$462.50
NE	WASHINGTON COUNTY	$5,525.00
	Totals for NE(29 Jurisdictions):	**$100,498.33**
NH	ALTON TOWN	$1,423.13
NH	BARRINGTON TOWN	$474.00
NH	BEDFORD TOWN	$3,459.23
NH	BOW TOWN	$1,737.50
NH	CAMPTON TOWN	$1,050.00
NH	CHESHIRE COUNTY	$1,900.00
NH	CHESTER TOWN	$2,152.00
NH	CONCORD CITY	$6,712.50
NH	CONWAY TOWN	$4,250.00
NH	DERRY TOWN	$11,187.00
NH	DOVER CITY	$3,375.00
NH	DUBLIN TOWN	$1,209.25
NH	DUNBARTON TOWN	$1,835.63
NH	EXETER TOWN	$1,436.60

NH	FRANCONIA TOWN	$2,12
NH	GILFORD TOWN	$2,093.75
NH	GOFFSTOWN TOWN	$1,600.00
NH	GREENLAND TOWN	$4,400.00
NH	HANOVER TOWN	$2,569.88
NH	HAVERHILL TOWN	$2,457.00
NH	HILLSBORO TOWN	$3,500.00
NH	HOOKSETT TOWN	$3,132.50
NH	HUDSON TOWN	$3,255.00
NH	KEENE CITY	$6,750.00
NH	LACONIA CITY	$1,940.00
NH	LEBANON CITY	$2,937.00
NH	LONDONDERRY TOWN	$6,000.00
NH	MARLBOROUGH TOWN	$572.50
NH	MERRIMACK TOWN	$2,714.25
NH	MILFORD TOWN	$2,132.50
NH	MILTON TOWN	$2,807.50
NH	MONT VERNON TOWN	$1,885.00
NH	NASHUA CITY	$25,231.25
NH	NEWFIELDS TOWN	$3,000.00
NH	NEWMARKET TOWN	$1,205.50
NH	NORTH HAMPTON TOWN	$1,988.00
NH	PORTSMOUTH CITY	$11,883.00
NH	ROCHESTER CITY	$5,640.25
NH	SOMERSWORTH CITY	$8,525.00
NH	STRATHAM TOWN	$948.75
NH	WAKEFIELD TOWN	$1,857.50
NH	WINDHAM TOWN	$2,800.00
	Totals for NH(42 Jurisdictions):	**$158,147.97**
NJ	ABSECON CITY	$4,000.00
NJ	ALLENDALE BOROUGH	$1,200.00
NJ	ALLENTOWN BOROUGH	$945.45
NJ	ANDOVER TOWNSHIP	$800.00
NJ	ASBURY PARK CITY	$10,908.82
NJ	ATLANTIC CITY	$23,520.00
NJ	ATLANTIC HIGHLANDS BOROUGH	$1,618.50
NJ	BARNEGAT TOWNSHIP	$4,213.65
NJ	BAYONNE CITY	$21,609.00
NJ	BEDMINSTER TOWNSHIP	$3,480.50
NJ	BELLEVILLE TOWNSHIP	$7,177.50
NJ	BELLMAWR BOROUGH	$2,650.50
NJ	BERGENFIELD BOROUGH	$2,887.65
NJ	BERLIN BOROUGH	$880.00
NJ	BERNARDS TOWNSHIP	$4,906.37
NJ	BLOOMFIELD TOWNSHIP	$7,565.00
NJ	BLOOMINGDALE BOROUGH	$2,656.50
NJ	BOGOTA BOROUGH	$1,600.00
NJ	BOONTON TOWNSHIP	$2,863.00
NJ	BORDENTOWN TOWNSHIP	$6,842.55

NJ	BOUND BROOK BOROUGH	$2,13
NJ	BRICK TOWNSHIP	$20,040.80
NJ	BRIGANTINE CITY	$6,360.00
NJ	BROOKLAWN BOROUGH	$2,524.95
NJ	BURLINGTON TOWNSHIP	$9,523.48
NJ	BUTLER BOROUGH	$2,500.00
NJ	BRIDGEWATER TOWNSHIP	$20,072.50
NJ	CALDWELL BOROUGH	$2,190.00
NJ	CAPE MAY CITY	$2,610.00
NJ	CAPE MAY COUNTY	$24,400.00
NJ	CARLSTADT BOROUGH	$7,878.91
NJ	CARTERET BOROUGH	$12,624.75
NJ	CHERRY HILL TOWNSHIP	$6,339.50
NJ	CHESTERFIELD TOWNSHIP	$1,395.00
NJ	CINNAMINSON TOWNSHIP	$3,776.00
NJ	CLARK TOWNSHIP	$2,025.00
NJ	CLAYTON BOROUGH	$2,570.40
NJ	COLTS NECK TOWNSHIP	$2,084.10
NJ	CRANFORD TOWNSHIP	$4,039.92
NJ	DEAL BOROUGH	$2,375.95
NJ	DELANCO TOWNSHIP	$2,717.15
NJ	DELAWARE TOWNSHIP	$472.73
NJ	DENVILLE TOWNSHIP	$6,000.00
NJ	DOVER TOWN	$6,891.30
NJ	DUMONT BOROUGH	$4,632.95
NJ	DUNELLEN BOROUGH	$1,268.28
NJ	EASTAMPTON TOWNSHIP	$2,377.70
NJ	EDGEWATER BOROUGH	$3,796.80
NJ	EGG HARBOR TOWNSHIP	$9,105.08
NJ	ELMWOOD PARK BOROUGH	$4,208.56
NJ	ENGLEWOOD CITY	$4,862.45
NJ	ENGLEWOOD CLIFFS BOROUGH	$9,438.50
NJ	EVESHAM TOWNSHIP	$11,184.60
NJ	EWING TOWNSHIP	$4,727.25
NJ	EAST WINDSOR TOWNSHIP	$6,549.73
NJ	FAIRFIELD TOWNSHIP	$4,794.00
NJ	FLORENCE TOWNSHIP	$3,421.60
NJ	FLORHAM PARK BOROUGH	$5,073.60
NJ	FRANKLIN BOROUGH	$3,600.00
NJ	FREEHOLD BOROUGH	$1,701.00
NJ	GALLOWAY TOWNSHIP	$9,996.00
NJ	GARWOOD BOROUGH	$2,737.00
NJ	GLOUCESTER CITY	$2,000.00
NJ	GLOUCESTER TOWNSHIP	$10,800.00
NJ	GREEN BROOK TOWNSHIP	$4,418.12
NJ	GREENWICH TOWNSHIP	$2,000.00
NJ	HACKENSACK CITY	$8,417.12
NJ	HACKETTSTOWN TOWN	$2,000.00
NJ	HADDON HEIGHTS BOROUGH	$714.00

NJ	HADDONFIELD BOROUGH	$1,83
NJ	HALEDON BOROUGH	$4,000.00
NJ	HAMILTON TOWNSHIP	$17,784.98
NJ	HARDYSTON TOWNSHIP	$2,100.00
NJ	HARVEY CEDARS BOROUGH	$835.00
NJ	HAZLET TOWNSHIP	$3,360.00
NJ	HI NELLA BOROUGH	$1,425.00
NJ	HIGHTSTOWN BOROUGH	$3,362.49
NJ	HILLSBOROUGH TOWNSHIP	$7,350.00
NJ	HILLSDALE BOROUGH	$4,400.00
NJ	HOBOKEN CITY	$17,082.16
NJ	HOLMDEL TOWNSHIP	$4,500.00
NJ	HIGHLAND PARK	$1,500.00
NJ	JACKSON TOWNSHIP	$31,130.50
NJ	JEFFERSON TOWNSHIP	$3,029.94
NJ	KEANSBURG BOROUGH	$8,500.80
NJ	KEARNY TOWN	$11,687.50
NJ	KENILWORTH BOROUGH	$1,798.00
NJ	KEYPORT BOROUGH	$2,672.50
NJ	KINNELON BOROUGH	$1,359.38
NJ	LACEY TOWNSHIP	$8,944.74
NJ	LAWRENCE TOWNSHIP	$4,174.50
NJ	LEONIA BOROUGH	$2,250.00
NJ	LINWOOD CITY	$1,504.74
NJ	LITTLE EGG HARBOR TOWNSHIP	$8,589.00
NJ	LITTLE FALLS TOWNSHIP	$4,356.00
NJ	LODI BOROUGH	$10,000.00
NJ	LOGAN TOWNSHIP	$3,192.00
NJ	LONG BEACH TOWNSHIP	$7,991.49
NJ	LOWER ALLOWAYS CREEK TOWNSHIP	$975.00
NJ	LOWER TOWNSHIP	$6,210.00
NJ	MADISON BOROUGH	$4,278.40
NJ	MAGNOLIA BOROUGH	$1,426.62
NJ	MANALAPAN TOWNSHIP	$6,807.60
NJ	MANCHESTER TOWNSHIP	$9,541.80
NJ	MANVILLE BOROUGH	$2,688.00
NJ	MAPLE SHADE TOWNSHIP	$5,451.66
NJ	MARLBORO TOWNSHIP	$11,649.40
NJ	MAYWOOD BOROUGH	$2,470.00
NJ	MEDFORD TOWNSHIP	$2,794.65
NJ	MENDHAM TOWNSHIP	$1,551.24
NJ	METUCHEN BOROUGH	$2,800.00
NJ	MIDDLESEX BOROUGH	$4,254.53
NJ	MILLTOWN BOROUGH	$2,145.00
NJ	MILLVILLE CITY	$4,657.50
NJ	MONROE TOWNSHIP	$12,140.38
NJ	MONTCLAIR TOWNSHIP	$7,942.20
NJ	MONTVALE BOROUGH	$2,800.00
NJ	MOORESTOWN TOWNSHIP	$2,166.89

NJ	MORRIS PLAINS BOROUGH	$1,14
NJ	MORRIS TOWNSHIP	$7,200.00
NJ	MOUNT ARLINGTON BOROUGH	$2,625.00
NJ	MOUNT HOLLY TOWNSHIP	$4,400.00
NJ	MOUNT LAUREL TOWNSHIP	$7,055.88
NJ	MOUNT OLIVE TOWNSHIP	$7,896.00
NJ	MOUNTAIN LAKES BOROUGH	$2,524.95
NJ	MOUNTAINSIDE BOROUGH	$3,500.00
NJ	MULLICA TOWNSHIP	$1,732.80
NJ	NEPTUNE CITY BOROUGH	$1,283.10
NJ	NEPTUNE TOWNSHIP	$11,157.30
NJ	NEW BRUNSWICK CITY	$9,287.85
NJ	NEW MILFORD BOROUGH	$5,460.00
NJ	NEW PROVIDENCE BOROUGH	$3,534.93
NJ	NEWTON TOWN	$2,000.00
NJ	NORTH ARLINGTON BOROUGH	$1,161.00
NJ	NORTH BERGEN TOWNSHIP	$15,715.00
NJ	NORTH BRUNSWICK TOWNSHIP	$8,708.40
NJ	NORTH CALDWELL BOROUGH	$434.00
NJ	NORTH PLAINFIELD BOROUGH	$1,465.68
NJ	NORTHFIELD CITY	$4,704.70
NJ	NUTLEY TOWNSHIP	$5,484.05
NJ	OAKLAND BOROUGH	$455.00
NJ	OAKLYN BOROUGH	$1,846.50
NJ	OCEAN CITY	$5,880.00
NJ	OCEAN TOWNSHIP (OAKHURST)	$5,148.00
NJ	OCEAN TOWNSHIP (WARETOWN)	$2,335.00
NJ	OLD BRIDGE TOWNSHIP	$13,650.00
NJ	OLD TAPPAN BOROUGH	$1,200.00
NJ	ORANGE CITY TOWNSHIP	$29,824.48
NJ	PALISADES PARK BOROUGH	$6,077.50
NJ	PALMYRA BOROUGH	$1,470.00
NJ	PARAMUS BOROUGH	$16,855.10
NJ	PARK RIDGE BOROUGH	$2,400.00
NJ	PARSIPPANY-TROY HILLS TOWNSHIP	$8,100.00
NJ	PASSAIC CITY	$25,561.25
NJ	PAULSBORO BOROUGH	$5,263.50
NJ	PEMBERTON TOWNSHIP	$4,615.28
NJ	PENNSVILLE TOWNSHIP	$1,897.63
NJ	PEQUANNOCK TOWNSHIP	$2,877.00
NJ	PERTH AMBOY CITY	$10,620.00
NJ	PHILLIPSBURG TOWN	$8,481.60
NJ	PINE HILL BOROUGH	$3,029.94
NJ	PISCATAWAY TOWNSHIP	$6,564.87
NJ	PLAINFIELD CITY	$16,625.00
NJ	PLAINSBORO TOWNSHIP	$1,787.50
NJ	PLEASANTVILLE CITY	$17,019.00
NJ	PLUMSTED TOWNSHIP	$2,138.50
NJ	POINT PLEASANT BEACH BOROUGH	$2,443.00

NJ	POINT PLEASANT BOROUGH	$2,67
NJ	RAHWAY CITY	$8,584.83
NJ	RAMSEY BOROUGH	$4,125.00
NJ	RANDOLPH TOWNSHIP	$1,600.00
NJ	RARITAN BOROUGH	$2,650.50
NJ	RARITAN TOWNSHIP	$2,833.60
NJ	RED BANK BOROUGH	$2,800.00
NJ	RIDGEFIELD BOROUGH	$2,630.35
NJ	RIDGEFIELD PARK VILLAGE	$4,990.00
NJ	RIDGEWOOD VILLAGE	$9,337.50
NJ	RINGWOOD BOROUGH	$3,131.38
NJ	RIVERDALE BOROUGH	$3,029.94
NJ	RIVERTON BOROUGH	$1,200.00
NJ	ROCKAWAY BOROUGH	$2,050.00
NJ	ROSELAND BOROUGH	$6,400.00
NJ	ROSELLE BOROUGH	$13,782.60
NJ	ROSELLE PARK BOROUGH	$3,029.94
NJ	ROXBURY TOWNSHIP	$2,548.80
NJ	RUTHERFORD BOROUGH	$4,039.92
NJ	ROBBINSVILLE TOWNSHIP	$2,836.35
NJ	SADDLE BROOK TOWNSHIP	$4,708.96
NJ	SADDLE RIVER BOROUGH	$3,087.00
NJ	SALEM COUNTY	$20,556.79
NJ	SCOTCH PLAINS TOWNSHIP	$5,313.00
NJ	SECAUCUS TOWN	$11,452.00
NJ	SOMERDALE BOROUGH	$1,514.97
NJ	SOMERVILLE BOROUGH	$2,625.00
NJ	SOUTH BRUNSWICK TOWNSHIP	$2,140.00
NJ	SOUTH ORANGE VILLAGE TOWNSHIP	$9,011.70
NJ	SPARTA TOWNSHIP	$4,000.00
NJ	SUMMIT CITY	$2,190.00
NJ	TEANECK TOWNSHIP	$22,386.00
NJ	TENAFLY BOROUGH	$2,621.82
NJ	TRENTON CITY	$42,553.30
NJ	UNION CITY	$13,640.00
NJ	UNION TOWNSHIP	$8,250.00
NJ	UPPER SADDLE RIVER BOROUGH	$2,000.00
NJ	VINELAND CITY	$19,548.00
NJ	VOORHEES TOWNSHIP	$1,786.90
NJ	WALDWICK BOROUGH	$3,157.91
NJ	WALL TOWNSHIP	$7,414.40
NJ	WALLINGTON BOROUGH	$4,000.00
NJ	WANAQUE BOROUGH	$3,822.00
NJ	WASHINGTON TOWNSHIP	$9,594.81
NJ	WAYNE TOWNSHIP	$22,440.60
NJ	WEEHAWKEN TOWNSHIP	$7,574.85
NJ	WEST DEPTFORD TOWNSHIP	$4,544.91
NJ	WEST MILFORD TOWNSHIP	$4,447.23
NJ	WEST NEW YORK TOWN	$12,000.00

NJ	WEST ORANGE TOWNSHIP	$8,88
NJ	WEST WILDWOOD BOROUGH	$800.00
NJ	WESTAMPTON TOWNSHIP	$3,067.63
NJ	WESTFIELD TOWN	$5,049.90
NJ	WHARTON BOROUGH	$7,051.44
NJ	WILLINGBORO TOWNSHIP	$6,800.00
NJ	WINSLOW TOWNSHIP	$10,604.79
NJ	WOODBURY CITY	$2,685.00
NJ	WOODCLIFF LAKE BOROUGH	$4,208.56
NJ	WASHINGTON TOWNSHIP	$3,704.40
NJ	WINFIELD TOWNSHIP	$1,787.50
	Totals for NJ(227 Jurisdictions):	**$1,375,108.93**
NM	ALAMOGORDO CITY	$6,000.00
NM	ALBUQUERQUE CITY	$32,586.87
NM	BOSQUE FARMS VILLAGE	$6,000.00
NM	CLOVIS CITY	$2,500.00
NM	CORRALES VILLAGE	$2,505.00
NM	CURRY COUNTY	$13,842.00
NM	DEMING CITY	$6,772.50
NM	DONA ANA COUNTY	$6,075.65
NM	EDDY COUNTY	$16,584.00
NM	FARMINGTON CITY	$23,200.00
NM	HOBBS CITY	$355.00
NM	LOS LUNAS VILLAGE	$3,200.00
NM	LOS ALAMOS COUNTY	$2,650.00
NM	NEW MEXICO	$5,797.67
NM	PUEBLO OF SANDIA	$4,818.00
NM	RAMAH NAVAJO CHAPTER	$1,500.00
NM	RIO ARRIBA COUNTY	$1,866.00
NM	RIO RANCHO CITY	$13,844.67
NM	RUIDOSO VILLAGE	$4,692.00
NM	SANTA FE COUNTY	$4,434.37
NM	SILVER CITY TOWN	$4,400.00
NM	SOCORRO COUNTY	$5,390.00
NM	SPRINGER TOWN	$1,200.00
NM	TAOS TOWN	$5,724.00
NM	TORRANCE COUNTY	$9,200.00
NM	VALENCIA COUNTY	$8,077.50
	Totals for NM(26 Jurisdictions):	**$193,215.23**
NV	BOULDER CITY	$3,974.50
NV	CLARK COUNTY SCH DIST	$11,126.63
NV	ELKO CITY	$1,820.00
NV	ELKO COUNTY	$13,750.00
NV	EUREKA COUNTY	$2,250.00
NV	FALLON CITY	$1,999.98
NV	LINCOLN COUNTY	$7,200.00
NV	LYON COUNTY	$13,216.00
NV	NEVADA	$1,826.28
NV	NYE COUNTY	$37,960.00

NV	PYRAMID LAKE PAIUTE TRIBE	$7,42
NV	STOREY COUNTY	$2,441.10
	Totals for NV(12 Jurisdictions):	**$104,989.49**
NY	ALBANY CITY	$49,275.00
NY	AMITYVILLE VILLAGE	$4,800.00
NY	AMSTERDAM CITY	$5,472.50
NY	ARCADE VILLAGE	$2,121.50
NY	AUBURN CITY	$4,000.00
NY	AVON VILLAGE	$800.00
NY	BATAVIA CITY	$2,833.65
NY	BEACON CITY	$4,365.35
NY	BETHLEHEM TOWN	$2,912.00
NY	BINGHAMTON CITY	$22,000.00
NY	BLASDELL VILLAGE	$4,032.00
NY	BREWSTER VILLAGE	$2,975.00
NY	BRIGHTON TOWN	$2,500.00
NY	CANAJOHARIE VILLAGE	$3,722.84
NY	CANANDAIGUA CITY	$3,825.00
NY	CANASTOTA VILLAGE	$5,599.98
NY	CANTON VILLAGE	$1,530.00
NY	CATTARAUGUS COUNTY	$11,200.00
NY	CHEEKTOWAGA TOWN	$11,047.46
NY	CHEMUNG COUNTY	$5,805.80
NY	CHENANGO COUNTY	$3,694.25
NY	CHESTER TOWN	$5,518.00
NY	CICERO TOWN	$2,705.50
NY	CLARKSTOWN TOWN	$29,550.00
NY	CLINTON COUNTY	$2,500.00
NY	COHOES CITY	$13,995.50
NY	COLONIE TOWN	$13,230.00
NY	COLUMBIA COUNTY	$12,381.25
NY	CORNWALL ON HUDSON VILLAGE	$1,140.00
NY	CORNWALL TOWN	$2,347.38
NY	CORTLAND CITY	$6,023.00
NY	CORTLAND COUNTY	$10,944.88
NY	CRAWFORD TOWN	$6,250.00
NY	CROTON ON HUDSON VILLAGE	$1,970.00
NY	DE WITT TOWN	$4,333.89
NY	DEERPARK TOWN	$2,874.20
NY	DELAWARE COUNTY	$3,300.00
NY	DEPEW VILLAGE	$3,035.60
NY	DOBBS FERRY VILLAGE	$4,571.45
NY	DUNKIRK CITY	$3,149.60
NY	EAST AURORA VILLAGE	$1,564.86
NY	EAST HAMPTON TOWN	$12,325.00
NY	EASTCHESTER TOWN	$3,872.40
NY	ELMIRA CITY	$5,162.35
NY	ENDICOTT VILLAGE	$6,576.85
NY	EVANS TOWN	$4,207.50

NY	FALLSBURG TOWN	$3,80
NY	FISHKILL TOWN	$10,450.30
NY	FORT PLAIN VILLAGE	$1,200.00
NY	FRANKFORT TOWN	$800.00
NY	FRANKFORT VILLAGE	$2,005.00
NY	FREEPORT VILLAGE	$5,648.48
NY	GATES TOWN	$1,789.88
NY	GENESEE COUNTY	$5,305.15
NY	GENESEO VILLAGE	$438.86
NY	GENEVA CITY	$2,316.60
NY	GLENVILLE TOWN	$1,402.08
NY	GLOVERSVILLE CITY	$5,753.40
NY	GRAND ISLAND TOWN	$2,250.00
NY	GREECE TOWN	$7,004.00
NY	GREENBURGH TOWN	$8,052.00
NY	GREENE COUNTY	$4,800.00
NY	GREENWOOD LAKE VILLAGE	$2,115.75
NY	GUILDERLAND TOWN	$2,934.75
NY	HAMBURG TOWN	$6,948.00
NY	HASTINGS ON HUDSON VILLAGE	$7,572.95
NY	HEMPSTEAD VILLAGE	$11,805.80
NY	HERKIMER COUNTY	$3,200.00
NY	HOLLEY VILLAGE	$3,976.05
NY	HORNELL CITY	$7,822.35
NY	HUDSON CITY	$7,980.88
NY	HUDSON FALLS VILLAGE	$1,087.50
NY	HUNTER TOWN	$2,985.80
NY	HUNTINGTON BAY VILLAGE	$4,852.50
NY	HYDE PARK TOWN	$1,905.33
NY	ILION VILLAGE	$3,325.00
NY	IRONDEQUOIT TOWN	$4,590.00
NY	ITHACA CITY	$11,937.00
NY	JAMESTOWN CITY	$2,603.65
NY	JOHNSTOWN CITY	$2,184.00
NY	KENMORE VILLAGE	$2,259.00
NY	KENT TOWN	$1,854.78
NY	KINGSTON CITY	$20,000.00
NY	LACKAWANNA CITY	$12,119.38
NY	LAKE SUCCESS VILLAGE	$511.00
NY	LAKEWOOD VILLAGE	$1,787.50
NY	LANCASTER TOWN	$5,122.00
NY	LE ROY VILLAGE	$1,380.30
NY	LEWISBORO TOWN	$1,050.00
NY	LEWISTON VILLAGE	$2,875.00
NY	LIBERTY VILLAGE	$2,823.60
NY	LITTLE FALLS CITY	$4,800.56
NY	LOCKPORT CITY	$2,351.90
NY	LONG BEACH CITY	$1,800.00
NY	MACEDON TOWN	$2,158.65

NY	MADISON COUNTY	$15,62
NY	MAMARONECK TOWN	$7,635.60
NY	MAMARONECK VILLAGE	$14,836.97
NY	MANLIUS TOWN	$2,702.70
NY	MARLBOROUGH TOWN	$2,565.00
NY	MEDINA VILLAGE	$1,650.00
NY	MENANDS VILLAGE	$4,855.50
NY	MIDDLEPORT VILLAGE	$2,375.00
NY	MIDDLETOWN CITY	$7,125.00
NY	MONROE VILLAGE	$2,803.00
NY	MONTGOMERY VILLAGE	$2,012.04
NY	MOUNT HOPE TOWN	$1,450.00
NY	MOUNT VERNON CITY	$16,957.50
NY	MT. MORRIS	$1,018.80
NY	NEW CASTLE TOWN	$3,800.00
NY	NEW HARTFORD TOWN	$3,015.35
NY	NEW ROCHELLE CITY	$25,758.00
NY	NEW WINDSOR TOWN	$7,600.00
NY	NEWBURGH CITY	$5,400.00
NY	NIAGARA FALLS CITY	$57,200.00
NY	NORFOLK TOWN	$2,288.58
NY	NORTH COLLINS TOWN	$393.99
NY	NORTH GREENBUSH TOWN	$2,944.74
NY	NORTH SALEM TOWN	$1,200.00
NY	NORTH TONAWANDA CITY	$11,811.65
NY	NORWICH CITY	$787.98
NY	OGDEN TOWN	$906.75
NY	OGDENSBURG CITY	$3,122.40
NY	OLD WESTBURY VILLAGE	$2,151.20
NY	ONEIDA CITY	$4,452.00
NY	ORISKANY VILLAGE	$6,000.00
NY	OWEGO VILLAGE	$3,150.00
NY	PEEKSKILL CITY	$4,808.44
NY	PENN YAN VILLAGE	$800.00
NY	PERRY VILLAGE	$1,589.00
NY	PIERMONT VILLAGE	$1,600.00
NY	PLATTSBURGH CITY	$5,662.50
NY	PLEASANTVILLE VILLAGE	$4,242.24
NY	PORT BYRON VILLAGE	$772.20
NY	PORT CHESTER VILLAGE	$3,582.96
NY	PORT JERVIS CITY	$6,650.00
NY	POTSDAM VILLAGE	$995.00
NY	POUGHKEEPSIE CITY	$10,169.60
NY	POUGHKEEPSIE TOWN	$8,996.82
NY	PUTNAM COUNTY	$49,764.00
NY	QUOGUE VILLAGE	$3,702.60
NY	RIVERHEAD TOWN	$20,900.00
NY	ROME CITY	$2,548.00
NY	ROTTERDAM TOWN	$5,490.00

NY	RYE BROOK VILLAGE	$4,02
NY	RYE CITY	$3,740.00
NY	SARATOGA SPRINGS CITY	$9,600.00
NY	SCHENECTADY CITY	$12,720.65
NY	SCHOHARIE COUNTY	$10,275.00
NY	SCHUYLER COUNTY	$3,664.04
NY	SENECA COUNTY	$5,004.00
NY	SENECA FALLS VILLAGE	$1,590.00
NY	SHERRILL CITY	$800.00
NY	SLEEPY HOLLOW VILLAGE	$2,222.85
NY	SOLVAY VILLAGE	$4,192.50
NY	SOMERS TOWN	$1,969.95
NY	SOUTH GLENS FALLS VILLAGE	$5,131.62
NY	SOUTHAMPTON TOWNSHIP	$16,653.95
NY	SPRING VALLEY VILLAGE	$5,865.00
NY	SPRINGVILLE VILLAGE	$1,050.00
NY	STEUBEN COUNTY	$9,150.00
NY	SUFFERN VILLAGE	$5,542.00
NY	SULLIVAN COUNTY	$7,425.00
NY	TARRYTOWN VILLAGE	$850.00
NY	TIOGA COUNTY	$6,116.25
NY	TONAWANDA CITY	$1,731.00
NY	TONAWANDA TOWN	$7,998.08
NY	TROY CITY	$16,800.00
NY	TUCKAHOE VILLAGE	$3,880.00
NY	TUPPER LAKE VILLAGE	$1,200.00
NY	UTICA CITY	$36,800.00
NY	VERNON VILLAGE	$2,800.00
NY	VESTAL TOWN	$9,075.00
NY	WALDEN VILLAGE	$2,232.42
NY	WALLKILL TOWN	$3,156.00
NY	WAPPINGERS FALLS VILLAGE	$1,880.85
NY	WARREN COUNTY	$22,110.81
NY	WATERFRONT COMM OF NEW YORK HARBOR	$4,900.00
NY	WAYNE COUNTY	$11,851.78
NY	WELLSVILLE VILLAGE	$2,133.35
NY	WEST SENECA TOWN	$1,575.96
NY	WESTFIELD VILLAGE	$4,244.12
NY	WHITE PLAINS CITY	$18,000.00
NY	WHITESBORO VILLAGE	$1,474.20
NY	WOODBURY TOWN	$4,114.31
NY	WOODSTOCK TOWN	$2,983.20
NY	WYOMING COUNTY	$8,000.00
NY	YATES COUNTY	$9,456.75
NY	YORKTOWN TOWN	$6,867.38
	Totals for NY(189 Jurisdictions):	**$1,194,500.80**
OH	ARCHBOLD VILLAGE	$1,128.09
OH	ASHLAND COUNTY	$9,184.00
OH	ATHENS CITY	$6,000.00

OH	ATHENS COUNTY	$8,55
OH	AURORA CITY	$11,667.50
OH	BARBERTON CITY	$3,250.00
OH	BAY VILLAGE CITY	$1,355.00
OH	BEACHWOOD CITY	$4,237.10
OH	BEAVERCREEK CITY	$7,496.25
OH	BEDFORD CITY	$3,325.00
OH	BEDFORD HEIGHTS CITY	$4,472.50
OH	BELLVILLE VILLAGE	$4,361.99
OH	BLUE ASH CITY	$2,062.50
OH	BRATENAHL VILLAGE	$4,385.00
OH	BRIMFIELD TOWNSHIP	$1,653.72
OH	BRUNSWICK HILLS TOWNSHIP	$800.00
OH	CANFIELD CITY	$3,581.40
OH	CANTON CITY	$22,080.00
OH	CHAGRIN FALLS VILLAGE	$2,096.20
OH	CHILLICOTHE CITY	$3,955.99
OH	CLAY TOWNSHIP	$1,505.82
OH	COLERAIN TOWNSHIP	$5,248.80
OH	CORTLAND CITY	$1,888.00
OH	CUYAHOGA FALLS CITY	$2,820.00
OH	CUYAHOGA METROPOLITAN HOUSING AUTHORITY	$13,289.25
OH	DALTON VILLAGE	$4,000.00
OH	DEER PARK CITY	$1,462.50
OH	DEFIANCE CITY	$2,514.00
OH	DELHI TOWNSHIP	$1,600.00
OH	DOYLESTOWN VILLAGE	$500.00
OH	EUCLID CITY	$14,000.00
OH	EVENDALE VILLAGE	$2,064.00
OH	FAIRBORN CITY	$1,600.00
OH	FINDLAY CITY	$8,215.99
OH	FOREST PARK CITY	$3,196.50
OH	FRANKLIN TOWNSHIP	$5,610.00
OH	FREMONT CITY	$3,600.00
OH	GALLIA COUNTY	$3,200.00
OH	GARFIELD HEIGHTS CITY	$13,500.00
OH	GERMANTOWN VILLAGE	$4,575.00
OH	GREEN TOWNSHIP	$3,600.00
OH	GROVE CITY	$4,043.50
OH	GROVEPORT VILLAGE	$4,163.18
OH	HAMILTON CITY	$30,917.69
OH	HANCOCK COUNTY	$9,410.00
OH	HIGHLAND HEIGHTS CITY	$4,910.18
OH	HILLIARD CITY	$9,516.76
OH	HILLSBORO CITY	$2,180.48
OH	HOLLAND VILLAGE	$1,000.00
OH	HUBER HEIGHTS CITY	$2,433.29
OH	HURON CITY	$2,340.00
OH	HURON COUNTY	$4,305.00

OH	KENTON CITY	$1,45
OH	KIRTLAND CITY	$893.00
OH	LAKEWOOD CITY	$17,004.00
OH	LANCASTER CITY	$10,400.00
OH	LIMA CITY	$11,200.00
OH	LORAIN CITY	$1,061.00
OH	MACEDONIA CITY	$1,010.50
OH	MANSFIELD CITY	$13,600.00
OH	MARSHALLVILLE VILLAGE	$1,200.00
OH	MARYSVILLE CITY	$2,500.00
OH	MASON CITY	$5,627.50
OH	MAYFIELD VILLAGE	$5,052.50
OH	MEDINA CITY	$1,988.00
OH	MENTOR CITY	$9,763.20
OH	MIAMI TOWNSHIP	$10,375.13
OH	MIAMISBURG CITY	$4,359.25
OH	MILFORD CITY	$5,070.00
OH	MILTON TOWNSHIP	$2,000.00
OH	MORAINE CITY	$4,761.50
OH	MOUNT HEALTHY CITY	$1,781.25
OH	MUSKINGUM COUNTY	$10,526.76
OH	NEW LEBANON VILLAGE	$2,924.97
OH	NEWARK CITY	$2,000.00
OH	NORTH OLMSTED CITY	$7,950.00
OH	NORTH ROYALTON CITY	$6,000.00
OH	NORTHFIELD VILLAGE	$2,400.00
OH	NORTON CITY	$740.60
OH	NORWOOD CITY	$3,280.00
OH	OAKWOOD CITY	$2,375.00
OH	OAKWOOD VILLAGE	$1,600.00
OH	OREGON CITY	$5,634.00
OH	OTTAWA COUNTY	$6,140.99
OH	OTTAWA HILLS VILLAGE	$3,140.00
OH	OWENSVILLE VILLAGE	$5,242.50
OH	OXFORD CITY	$2,000.00
OH	PAINESVILLE CITY	$6,931.94
OH	PARMA CITY	$9,050.00
OH	PERRYSBURG CITY	$5,000.00
OH	PICKAWAY COUNTY	$23,169.83
OH	PIERCE TOWNSHIP	$2,400.00
OH	PIQUA CITY	$4,613.58
OH	PORTSMOUTH CITY	$5,850.18
OH	POWELL VILLAGE	$5,031.36
OH	PERRY TOWNSHIP	$3,464.95
OH	RAVENNA CITY	$2,500.00
OH	REMINDERVILLE VILLAGE	$3,983.00
OH	RICHMOND HEIGHTS CITY	$6,800.00
OH	SANDUSKY CITY	$3,440.00
OH	SCIOTO COUNTY	$5,496.00

OH	SHAKER HEIGHTS CITY	$6,48
OH	SHARONVILLE CITY	$4,519.50
OH	SHAWNEE TOWNSHIP	$5,089.58
OH	SHELBY CITY	$1,487.50
OH	SIDNEY CITY	$4,714.05
OH	SILVER LAKE VILLAGE	$799.99
OH	SINCLAIR COMMUNITY COLL	$4,013.00
OH	SPRINGBORO CITY	$9,758.68
OH	SPRINGFIELD CITY	$15,153.13
OH	STREETSBORO CITY	$2,830.00
OH	TROTWOOD CITY	$1,092.75
OH	TROY CITY	$3,216.65
OH	TUSCARAWAS COUNTY	$4,998.75
OH	TWINSBURG CITY	$3,800.00
OH	UNION CITY	$4,466.00
OH	UNION COUNTY	$9,080.00
OH	UNIVERSITY HEIGHTS CITY	$2,100.00
OH	UPPER ARLINGTON CITY	$4,226.00
OH	URBANA CITY	$800.00
OH	VALLEY VIEW VILLAGE	$2,200.00
OH	VANDALIA CITY	$6,201.65
OH	WADSWORTH CITY	$3,578.80
OH	WALTON HILLS VILLAGE	$1,504.00
OH	WARREN CITY	$4,000.00
OH	WASHINGTON COUNTY	$10,081.50
OH	WEST MILTON VILLAGE	$719.27
OH	WESTERVILLE CITY	$4,000.00
OH	WESTLAKE CITY	$5,911.20
OH	WICKLIFFE CITY	$5,317.20
OH	WILLOUGHBY HILLS CITY	$2,415.80
OH	WORTHINGTON CITY	$4,206.30
OH	XENIA CITY	$1,480.50
OH	YOUNGSTOWN CITY	$12,800.00
	Totals for OH(134 Jurisdictions):	**$692,697.67**
OK	ADA CITY	$9,405.00
OK	ARDMORE CITY	$4,800.00
OK	BARTLESVILLE CITY	$6,012.50
OK	BIXBY CITY	$7,665.00
OK	BLANCHARD CITY	$5,840.00
OK	CANADIAN COUNTY	$2,915.48
OK	CHICKASHA CITY	$4,323.75
OK	CHOCTAW CITY	$735.00
OK	CLAREMORE CITY	$9,056.25
OK	COLLINSVILLE CITY	$1,513.00
OK	ELK CITY	$4,035.00
OK	ENID CITY	$9,885.50
OK	GLENPOOL CITY	$4,008.76
OK	MCALESTER CITY	$5,355.00
OK	MOORE CITY	$16,705.50

OK	MUSKOGEE CITY	$5,26
OK	MUSKOGEE COUNTY	$6,800.00
OK	MUSTANG CITY	$3,040.00
OK	NEWCASTLE CITY	$9,730.88
OK	NINNEKAH TOWN	$1,600.00
OK	NOBLE CITY	$1,017.00
OK	OKLAHOMA	$81,659.07
OK	OKLAHOMA COUNTY	$814.40
OK	OWASSO CITY	$6,075.00
OK	PONCA CITY	$4,725.00
OK	SALLISAW CITY	$3,595.00
OK	SHAWNEE CITY	$5,850.00
OK	STROUD CITY	$795.00
OK	TUTTLE CITY	$2,291.75
OK	WOODWARD CITY	$2,706.00
	Totals for OK(30 Jurisdictions):	**$228,223.52**
OR	ALBANY CITY	$5,530.00
OR	ASHLAND CITY	$9,292.50
OR	ASTORIA CITY	$1,361.00
OR	AUMSVILLE CITY	$2,164.50
OR	BEAVERTON CITY	$20,475.00
OR	BOARDMAN CITY	$9,190.00
OR	BURNS CITY	$1,600.00
OR	CANBY CITY	$2,695.00
OR	CENTRAL POINT CITY	$2,850.00
OR	CLATSOP COUNTY	$14,000.00
OR	COOS COUNTY	$26,880.00
OR	COQUILLE CITY	$2,280.00
OR	CORVALLIS CITY	$10,000.00
OR	CROOK COUNTY	$3,000.00
OR	DALLAS CITY	$3,640.00
OR	FLORENCE CITY	$2,975.00
OR	GLADSTONE CITY	$1,820.00
OR	GRANTS PASS CITY	$11,010.00
OR	HERMISTON CITY	$4,149.47
OR	HOOD RIVER CITY	$2,100.00
OR	HUBBARD CITY	$1,200.00
OR	INDEPENDENCE CITY	$2,810.00
OR	JOSEPHINE COUNTY	$9,430.00
OR	JUNCTION CITY	$3,870.00
OR	KEIZER CITY	$5,745.00
OR	LA GRANDE CITY	$1,710.00
OR	LAKE OSWEGO CITY	$13,110.00
OR	LEBANON CITY	$2,370.00
OR	LINCOLN CITY	$5,500.20
OR	LINCOLN COUNTY	$5,700.00
OR	MCMINNVILLE CITY	$5,125.00
OR	MILWAUKIE CITY	$4,075.00
OR	MONMOUTH TOWN	$4,875.50

OR	MOUNT ANGEL CITY	$1,21
OR	MYRTLE CREEK CITY	$2,800.00
OR	NYSSA CITY	$2,058.00
OR	OREGON CITY	$2,957.50
OR	POLK COUNTY	$2,782.50
OR	REDMOND CITY	$4,400.00
OR	REEDSPORT CITY	$3,245.00
OR	ROSEBURG CITY	$6,030.00
OR	SILVERTON CITY	$2,150.00
OR	SPRINGFIELD CITY	$9,749.04
OR	STAYTON CITY	$2,300.00
OR	SUTHERLIN CITY	$2,679.00
OR	SWEET HOME CITY	$2,167.00
OR	THE DALLES CITY	$7,951.59
OR	TILLAMOOK CITY	$4,398.00
OR	TILLAMOOK COUNTY	$6,454.00
OR	TOLEDO CITY	$1,856.17
OR	TUALATIN CITY	$6,355.00
OR	WARRENTON CITY	$1,600.00
OR	WASCO COUNTY	$4,537.50
OR	WOODBURN CITY	$2,625.00
	Totals for OR(54 Jurisdictions):	**$282,839.97**
PA	ABINGTON TOWNSHIP	$10,174.42
PA	ADAMS TOWNSHIP (MARS)	$6,195.00
PA	ADAMS TOWNSHIP (SIDMAN)	$3,600.00
PA	ALBURTIS BOROUGH	$2,241.87
PA	ALLEGHENY COUNTY HOUSING AUTHORITY	$2,430.00
PA	ARMSTRONG COUNTY	$2,432.02
PA	ASTON TOWNSHIP	$3,306.45
PA	ATHENS TOWNSHIP	$6,000.00
PA	BALLY BOROUGH	$1,438.05
PA	BEAVER BOROUGH	$3,200.00
PA	BEDFORD COUNTY	$9,600.00
PA	BELL ACRES BOROUGH	$1,125.00
PA	BELLEVUE BOROUGH	$1,200.00
PA	BELLWOOD BOROUGH	$2,312.48
PA	BENSALEM TOWNSHIP	$17,705.40
PA	BERLIN BOROUGH	$1,185.00
PA	BERWICK BOROUGH	$4,079.96
PA	BETHEL PARK MUNICIPALITY	$6,862.50
PA	BETHLEHEM CITY	$18,400.00
PA	BIRMINGHAM TOWNSHIP	$1,677.98
PA	BLOOMSBURG TOWN	$4,526.02
PA	BRADFORD CITY	$2,537.50
PA	BRECKNOCK TOWNSHIP	$3,542.50
PA	BRISTOL BOROUGH	$1,787.50
PA	BRISTOL TOWNSHIP	$6,307.13
PA	BUCKINGHAM TOWNSHIP	$1,782.78
PA	BUSHKILL TOWNSHIP	$1,218.00

PA	BUTLER CITY	$1,60
PA	BUTLER TOWNSHIP	$3,600.00
PA	CAMBRIDGE SPRGS BOROUGH	$2,800.00
PA	CARBON COUNTY	$2,175.00
PA	CARROLL TOWNSHIP (DILLSBURG)	$1,835.78
PA	CARROLL TOWNSHIP (MONONGAHELA)	$2,800.00
PA	CARROLL VALLEY BOROUGH	$1,807.50
PA	CENTRAL BUCKS REGIONAL POLICE DEPT	$5,732.00
PA	CHARLEROI BOROUGH	$5,700.00
PA	CHELTENHAM TOWNSHIP	$15,600.00
PA	CHESTER CITY	$13,958.85
PA	CHRISTIANA BOROUGH	$1,537.50
PA	CLAIRTON CITY	$1,964.00
PA	CLARION BOROUGH	$4,500.00
PA	CLARKS SUMMIT BOROUGH	$441.87
PA	CLEARFIELD BOROUGH	$1,200.00
PA	CLEONA BOROUGH	$1,200.00
PA	COAL TOWNSHIP	$2,157.00
PA	COATESVILLE CITY	$1,122.59
PA	COLLIER TOWNSHIP	$6,359.78
PA	CONEMAUGH TOWNSHIP	$2,970.00
PA	CONEWAGO TOWNSHIP	$1,742.82
PA	CORAOPOLIS BOROUGH	$552.50
PA	CRANBERRY TOWNSHIP	$1,912.50
PA	CRAWFORD COUNTY	$4,304.97
PA	CUMRU TOWNSHIP	$3,745.56
PA	DANVILLE BOROUGH	$400.00
PA	DARBY BOROUGH	$4,205.00
PA	DERRY TOWNSHIP	$3,000.00
PA	DOUGLASS TOWNSHIP	$1,230.00
PA	DOVER TOWNSHIP	$4,895.40
PA	DOWNINGTOWN BOROUGH	$956.00
PA	DUBLIN BOROUGH	$985.00
PA	EAST BRANDYWINE TOWNSHIP POLICE	$1,191.06
PA	EAST PIKELAND TOWNSHIP	$1,968.00
PA	EAST WHITELAND TOWNSHIP	$7,165.13
PA	ELK COUNTY	$3,482.43
PA	EMMAUS BOROUGH	$2,315.95
PA	ERIE CITY	$26,125.00
PA	ETNA BOROUGH	$3,598.00
PA	EAST FALLOWFIELD TOWNSHIP	$1,799.90
PA	EASTTOWN TOWNSHIP	$2,195.00
PA	FARRELL CITY	$2,820.00
PA	FERGUSON TOWNSHIP	$3,780.00
PA	FINDLAY TOWNSHIP	$2,662.50
PA	FOREST CITY BOROUGH	$3,300.00
PA	FOUNTAIN HILL BOROUGH	$999.00
PA	FRACKVILLE BOROUGH	$2,000.00
PA	FREEDOM TOWNSHIP	$597.50

PA	GETTYSBURG BOROUGH	$2,32
PA	GIRARD BOROUGH	$3,600.00
PA	GLASSPORT BOROUGH	$1,101.09
PA	GREEN TREE BOROUGH	$2,937.50
PA	HALIFAX BOROUGH	$2,400.00
PA	HANOVER BOROUGH	$3,459.00
PA	HARRISBURG CITY	$30,375.00
PA	HATBORO BOROUGH	$1,110.00
PA	HATFIELD TOWNSHIP	$4,621.95
PA	HAVERFORD TOWNSHIP	$8,742.65
PA	HAWLEY BOROUGH	$2,400.00
PA	HELLERTOWN BOROUGH	$3,205.70
PA	HEMLOCK TOWNSHIP	$3,059.65
PA	HIGHSPIRE BOROUGH	$400.00
PA	HILLTOWN TOWNSHIP	$1,604.39
PA	HOPEWELL TOWNSHIP	$7,072.50
PA	HORSHAM TOWNSHIP	$2,698.85
PA	HULMEVILLE BOROUGH	$916.35
PA	HUNTINGDON BOROUGH	$5,400.00
PA	HARRISBURG INTERNATIONAL AIRPORT	$984.73
PA	INDIANA COUNTY	$2,769.48
PA	INDIANA TOWNSHIP	$3,100.00
PA	JEANNETTE CITY	$4,800.00
PA	JEFFERSON BOROUGH	$4,050.00
PA	JENKINTOWN BOROUGH	$4,536.56
PA	JUNIATA COUNTY	$1,200.00
PA	KENNEDY TOWNSHIP	$983.00
PA	KENNETT SQUARE BOROUGH	$2,187.50
PA	KINGSTON BOROUGH	$7,682.40
PA	LANCASTER CITY	$17,612.00
PA	LANCASTER TOWNSHIP	$482.70
PA	LANSDALE BOROUGH	$4,896.84
PA	LANSDOWNE BOROUGH	$3,343.95
PA	LAWRENCE TOWNSHIP	$1,679.00
PA	LEBANON CITY	$4,702.50
PA	LEHIGHTON BOROUGH	$3,699.00
PA	LEWISTOWN BOROUGH	$2,245.00
PA	LINESVILLE BOROUGH	$536.89
PA	LOCK HAVEN CITY	$2,080.00
PA	LOCUST TOWNSHIP	$487.76
PA	LOWER MERION TOWNSHIP	$21,913.00
PA	LOWER MORELAND TOWNSHIP	$2,888.61
PA	LOWER PAXTON TOWNSHIP	$7,260.50
PA	LOWER PROVIDENCE TOWNSHIP	$1,988.93
PA	LOWER SALFORD TOWNSHIP	$3,525.00
PA	LOWER SAUCON TOWNSHIP	$1,890.00
PA	LOWER SOUTHAMPTON TOWNSHIP	$1,585.46
PA	MAHONING TOWNSHIP	$994.80
PA	MAIDEN CREEK TOWNSHIP	$2,741.81

PA	MALVERN BOROUGH	$1,20
PA	MANHEIM TOWNSHIP	$8,228.00
PA	MARCUS HOOK BOROUGH	$1,600.00
PA	MARLBOROUGH TOWNSHIP	$761.98
PA	MARPLE TOWNSHIP	$2,527.77
PA	MCCANDLESS TOWN	$11,590.00
PA	MCDONALD BOROUGH	$1,600.00
PA	MCKEAN COUNTY	$4,590.00
PA	MEADVILLE CITY	$1,709.56
PA	MIDDLEBURG BOROUGH	$617.50
PA	MIDDLESEX TOWNSHIP	$400.00
PA	MIDDLETOWN TOWNSHIP	$6,180.00
PA	MIFFLIN COUNTY	$10,460.49
PA	MIFFLIN COUNTY REGIONAL DISTRICT	$1,300.00
PA	MILLCREEK TOWNSHIP	$8,800.00
PA	MILLERSVILLE BOROUGH	$2,000.00
PA	MILTON BOROUGH	$2,582.00
PA	MORRISVILLE BOROUGH	$6,378.32
PA	MOSCOW BOROUGH	$900.00
PA	MOUNT JOY BOROUGH	$3,834.00
PA	MUHLENBERG TOWNSHIP	$4,172.00
PA	MUNCY BOROUGH	$1,400.00
PA	MURRYSVILLE MUNICIPALITY	$2,450.00
PA	NEW BRITAIN TOWNSHIP	$2,835.00
PA	NEW CASTLE CITY	$7,113.00
PA	NEW SEWICKLEY TOWNSHIP	$2,400.00
PA	NEW WILMINGTON BOROUGH	$399.50
PA	NEWBERRY TOWNSHIP	$1,517.50
PA	NEWTOWN TOWNSHIP	$4,715.37
PA	NEWVILLE BOROUGH	$1,202.33
PA	NORRISTOWN BOROUGH	$10,021.22
PA	NORTH LONDONDERRY TOWNSHIP	$1,103.93
PA	NORTH MIDDLETON TOWNSHIP	$4,400.00
PA	NORTHAMPTON BOROUGH	$2,098.00
PA	NORTHAMPTON TOWNSHIP	$4,250.40
PA	NORTHERN CAMBRIA BOROUGH	$400.00
PA	NORTHUMBERLAND COUNTY	$4,400.00
PA	NEW TOWN BOROUGH	$1,634.00
PA	NORTHWEST REGIONAL POLICE	$1,936.00
PA	O HARA TOWNSHIP	$2,000.00
PA	OXFORD BOROUGH	$445.70
PA	PALMERTON BOROUGH	$3,532.00
PA	PALMYRA BOROUGH	$1,162.35
PA	PARKSIDE BOROUGH	$2,033.12
PA	PATTON TOWNSHIP	$2,569.93
PA	PENN HILLS MUNICIPALITY	$5,256.00
PA	PENN TOWNSHIP (HANOVER)	$1,243.39
PA	PENN TOWNSHIP (IRWIN)	$3,860.00
PA	PERKASIE BOROUGH	$6,337.50

PA	PETERS TOWNSHIP	$10,48
PA	PHOENIXVILLE BOROUGH	$4,206.36
PA	PINE CREEK TOWNSHIP	$764.99
PA	PITTSTON CITY	$1,371.24
PA	PLAINFIELD TOWNSHIP	$1,258.00
PA	PLYMOUTH TOWNSHIP	$2,909.73
PA	POTTSVILLE CITY	$3,200.00
PA	PROSPECT BOROUGH	$1,047.25
PA	PUNXSUTAWNEY BOROUGH	$3,807.00
PA	POCONO MOUNTAIN REGIONAL POLICE COMMISSION	$3,195.00
PA	QUAKERTOWN BOROUGH	$1,532.50
PA	QUARRYVILLE BOROUGH	$3,883.50
PA	RICE TOWNSHIP	$2,400.00
PA	RIDLEY PARK BOROUGH	$4,000.00
PA	RIVERSIDE BOROUGH	$1,045.00
PA	ROCKLEDGE BOROUGH	$1,600.00
PA	ROSCOE BOROUGH	$2,540.00
PA	ROSS TOWNSHIP	$2,800.00
PA	RICHLAND TOWNSHIP	$1,539.71
PA	SADSBURY TOWNSHIP	$2,625.00
PA	SALISBURY TOWNSHIP	$2,827.48
PA	SCHUYLKILL TOWNSHIP BOARD OF SUPERVISORS	$899.91
PA	SCOTT TOWNSHIP (BLOOMBURG)	$4,000.00
PA	SCOTT TOWNSHIP (CARNEGIE)	$4,387.50
PA	SCOTT TOWNSHIP (SCOTT TOWNSHIP)	$4,125.00
PA	SELLERSVILLE BOROUGH	$527.00
PA	SHAMOKIN DAM BOROUGH	$2,000.00
PA	SHARPSVILLE BOROUGH	$1,250.00
PA	SLIPPERY ROCK BOROUGH	$2,660.00
PA	SNYDER COUNTY	$4,004.90
PA	SOLEBURY TOWNSHIP	$1,193.36
PA	SOMERSET COUNTY	$3,200.00
PA	SOUDERTON BOROUGH	$399.62
PA	SOUTH BEAVER TOWNSHIP	$3,242.28
PA	SOUTH LEBANON TOWNSHIP	$4,000.00
PA	SOUTH PARK TOWNSHIP	$494.00
PA	SOUTH STRABANE TOWNSHIP	$2,900.00
PA	SOUTH WEST GREENSBURG BOROUGH	$3,472.50
PA	SOUTH WILLIAMSPORT BOROUGH	$753.54
PA	SOUTHERN CHESTER COUNTY REGIONAL	$2,578.77
PA	SPRING CITY BOROUGH	$530.62
PA	SPRING TOWNSHIP	$550.00
PA	SPRINGETTSBURY TOWNSHIP	$3,412.50
PA	SPRINGFIELD TOWNSHIP (SPRINGFIELD)	$3,024.51
PA	SPRINGFIELD TOWNSHIP (WYNDMOOR)	$2,976.45
PA	STATE COLLEGE BOROUGH	$10,400.00
PA	STEELTON BOROUGH	$1,141.30
PA	STRASBURG BOROUGH	$429.50
PA	STROUD AREA REGIONAL POLICE DEPARTMENT	$13,870.50

PA	SUGARLOAF TOWNSHIP	$2,06
PA	SUMMIT HILL BOROUGH	$1,124.00
PA	SUSQUEHANNA COUNTY	$12,730.00
PA	SUSQUEHANNA TOWNSHIP	$2,760.25
PA	SWATARA TOWNSHIP	$8,643.91
PA	TARENTUM BOROUGH	$1,252.00
PA	TELFORD BOROUGH	$1,557.28
PA	TOWAMENCIN TOWNSHIP	$3,830.19
PA	TREDYFFRIN TOWNSHIP	$2,164.53
PA	TULPEHOCKEN TOWNSHIP	$1,200.00
PA	UNION CITY BOROUGH	$324.50
PA	UPPER DARBY TOWNSHIP	$8,899.50
PA	UPPER DUBLIN TOWNSHIP	$6,695.00
PA	UPPER MAKEFIELD TOWNSHIP	$2,864.23
PA	UPPER NAZARETH TOWNSHIP	$2,172.15
PA	UPPER POTTSGROVE TOWNSHIP	$1,200.00
PA	UPPER SOUTHAMPTON TOWNSHIP	$2,887.50
PA	UPPER ST CLAIR TOWNSHIP	$2,348.00
PA	UPPER PERK POLICE DISTRICT	$1,607.97
PA	VERONA BOROUGH	$2,400.00
PA	WARREN CITY	$2,487.50
PA	WARREN COUNTY	$7,757.91
PA	WARRINGTON TOWNSHIP	$2,222.50
PA	WASHINGTON CITY	$2,000.00
PA	WASHINGTON TOWNSHIP	$2,400.05
PA	WAYNE COUNTY	$11,109.43
PA	WEATHERLY BOROUGH	$330.04
PA	WELLSBORO BOROUGH	$2,062.50
PA	WEST BRANDYWINE TOWNSHIP	$1,275.00
PA	WEST CHESTER BOROUGH	$5,300.00
PA	WEST DEER TOWNSHIP	$1,747.50
PA	WEST EARL TOWNSHIP	$1,920.00
PA	WEST FALLOWFIELD TOWNSHIP	$800.00
PA	WEST LAMPETER TOWNSHIP	$2,939.15
PA	WEST MANHEIM TOWNSHIP	$716.48
PA	WEST NORRITON TOWNSHIP	$3,472.54
PA	WEST READING BOROUGH	$1,221.89
PA	WEST SHORE REGIONAL POLICE DEPARTMENT	$3,837.60
PA	WEST VINCENT TOWNSHIP	$800.66
PA	WEST WHITELAND TOWNSHIP	$2,400.00
PA	WHITEHALL TOWNSHIP	$3,147.00
PA	WHITEMARSH TOWNSHIP	$3,822.00
PA	WHITPAIN TOWNSHIP	$5,410.80
PA	WILKES BARRE CITY	$12,170.40
PA	WILLIAMSPORT CITY	$8,750.00
PA	WILSON BOROUGH	$1,958.00
PA	WRIGHT TOWNSHIP	$2,400.00
PA	WYOMISSING BOROUGH	$1,325.00
PA	YEADON BOROUGH	$3,086.07

PA	YORK CITY	$10,88
	Totals for PA(273 Jurisdictions):	**$992,225.11**
PR	ISABELA	$10,000.00
PR	MUNICIPALITY OF CABO ROJO	$18,000.00
	Totals for PR(2 Jurisdictions):	**$28,000.00**
RI	BURRILLVILLE TOWN	$5,370.00
RI	CENTRAL FALLS CITY	$12,259.00
RI	CUMBERLAND TOWN	$5,687.50
RI	EAST GREENWICH TOWN	$13,425.00
RI	GLOCESTER TOWN	$2,400.00
RI	HOPKINTON TOWN	$6,475.00
RI	JAMESTOWN TOWN	$1,073.00
RI	LINCOLN TOWN	$8,973.00
RI	LITTLE COMPTON TOWN	$1,706.18
RI	MIDDLETOWN TOWN	$5,882.40
RI	NARRAGANSETT TOWN	$9,397.50
RI	NORTH KINGSTOWN TOWN	$4,734.00
RI	NORTH PROVIDENCE TOWN	$12,000.00
RI	NORTH SMITHFIELD TOWN	$2,880.00
RI	PAWTUCKET CITY	$21,000.00
RI	PORTSMOUTH TOWN	$4,750.00
RI	RICHMOND TOWN	$2,450.00
RI	SOUTH KINGSTOWN TOWN	$4,400.00
RI	SMITHFIELD	$6,800.00
RI	TIVERTON TOWN	$14,188.99
RI	WARWICK CITY	$34,023.50
RI	WEST WARWICK TOWN	$4,719.60
RI	WESTERLY TOWN	$12,306.25
RI	WOONSOCKET CITY	$10,200.00
	Totals for RI(24 Jurisdictions):	**$207,100.92**
SC	ABBEVILLE COUNTY	$2,337.50
SC	ANDERSON CITY	$18,476.59
SC	BARNWELL CITY	$1,998.00
SC	BEAUFORT CITY	$3,888.08
SC	BENNETTSVILLE CITY	$10,044.50
SC	CENTRAL TOWN	$805.50
SC	CHARLESTON COUNTY AVIATION AUTHORITY	$1,267.40
SC	CHEROKEE COUNTY	$4,344.84
SC	CHESTER COUNTY	$2,030.00
SC	CHESTERFIELD COUNTY	$7,237.50
SC	CLARENDON COUNTY	$2,484.00
SC	CLEMSON CITY	$3,729.54
SC	CLINTON CITY	$2,914.00
SC	CONWAY	$2,696.43
SC	DORCHESTER COUNTY	$7,492.33
SC	EDGEFIELD COUNTY	$4,280.00
SC	EDISTO BEACH TOWN	$2,418.93
SC	FLORENCE CITY	$3,200.00
SC	GOOSE CREEK CITY	$8,665.00

SC	GREENVILLE COUNTY	$4,87
SC	GREENWOOD CITY	$4,319.73
SC	GREER CITY	$9,116.13
SC	GREENVILLE-SPARTANBURG INTERNATIONAL AIRPORT	$2,033.45
SC	HARDEEVILLE CITY	$1,825.00
SC	HARTSVILLE CITY	$4,406.50
SC	HORRY COUNTY	$21,262.97
SC	JASPER COUNTY	$10,726.00
SC	LANCASTER COUNTY	$6,443.36
SC	LANDRUM CITY	$493.09
SC	LORIS CITY	$1,434.29
SC	MAULDIN CITY	$440.96
SC	MOUNT PLEASANT TOWN	$5,444.47
SC	MYRTLE BEACH CITY	$39,473.26
SC	NEWBERRY COUNTY	$3,199.00
SC	NORTH AUGUSTA CITY	$8,618.88
SC	NORTH CHARLESTON CITY	$4,747.91
SC	OCONEE COUNTY	$13,780.00
SC	PICKENS COUNTY	$4,282.20
SC	PORT ROYAL TOWN	$3,626.04
SC	RICHLAND COUNTY	$11,513.55
SC	ROCK HILL CITY	$15,525.90
SC	SIMPSONVILLE CITY	$8,008.00
SC	SOUTH CAROLINA	$148,097.88
SC	SPARTANBURG CITY	$8,025.00
SC	SPARTANBURG COUNTY	$24,181.33
SC	SUMMERVILLE TOWN	$6,933.60
SC	SUMTER CITY	$13,022.88
SC	SURF SIDE BEACH	$3,788.00
SC	TEGA CAY CITY	$3,820.15
SC	TRAVELERS REST CITY	$3,249.04
SC	WEST COLUMBIA CITY	$2,889.90
SC	WILLIAMSTON TOWN	$1,546.16
	Totals for SC(52 Jurisdictions):	**$491,455.43**
SD	ABERDEEN CITY	$4,276.86
SD	BEADLE COUNTY	$1,940.00
SD	BELLE FOURCHE CITY	$4,811.00
SD	BROOKINGS CITY	$2,865.00
SD	CANTON CITY	$750.00
SD	CHARLES MIX COUNTY	$1,275.00
SD	CLAY COUNTY	$4,313.44
SD	CUSTER COUNTY	$2,392.65
SD	DAVISON COUNTY	$426.34
SD	HURON CITY	$3,000.00
SD	LINCOLN COUNTY	$3,118.50
SD	MCPHERSON COUNTY	$1,950.00
SD	MOBRIDGE CITY	$4,275.00
SD	PERKINS COUNTY	$3,200.00
SD	POTTER COUNTY	$843.05

SD	RAPID CITY	$12,16
SD	SISSETON CITY	$1,541.54
SD	UNION COUNTY	$1,647.50
SD	VERMILLION CITY	$2,400.00
SD	YANKTON CITY	$3,857.50
SD	YANKTON COUNTY	$2,521.60
	Totals for SD(21 Jurisdictions):	**$63,572.98**
TN	ALCOA CITY	$10,013.00
TN	ANDERSON COUNTY	$29,295.00
TN	BAXTER TOWN	$1,560.00
TN	BOLIVAR CITY	$3,575.00
TN	BRISTOL CITY	$3,810.00
TN	BROWNSVILLE CITY	$4,305.57
TN	BARTLETT	$15,000.00
TN	CARROLL COUNTY	$3,736.00
TN	COCKE COUNTY	$3,695.90
TN	COLLIERVILLE TOWN	$7,800.00
TN	COOKEVILLE CITY	$10,000.00
TN	CROSSVILLE CITY	$4,000.00
TN	DANDRIDGE TOWN	$2,055.00
TN	DAYTON CITY	$5,200.00
TN	DUNLAP CITY	$1,350.00
TN	DYER CITY	$2,350.00
TN	DYERSBURG CITY	$4,200.00
TN	EAST RIDGE CITY	$6,175.00
TN	ELIZABETHTON CITY	$5,590.00
TN	FAIRVIEW CITY	$3,300.00
TN	FRANKLIN CITY	$11,250.00
TN	GALLATIN CITY	$7,742.50
TN	GATLINBURG CITY	$555.00
TN	GOODLETTSVILLE CITY	$5,850.00
TN	GREENE COUNTY	$7,350.00
TN	GREENEVILLE TOWN	$6,291.00
TN	GRUNDY COUNTY	$2,800.00
TN	HAMILTON COUNTY	$9,467.31
TN	HAWKINS COUNTY	$16,875.00
TN	HAYWOOD COUNTY	$6,289.50
TN	HENDERSON COUNTY	$4,218.68
TN	HENDERSONVILLE CITY	$12,599.79
TN	HICKMAN COUNTY	$4,193.75
TN	HUMBOLDT CITY	$2,760.00
TN	JACKSBORO TOWN	$2,205.00
TN	JEFFERSON CITY	$2,634.00
TN	JOHNSON CITY	$12,600.00
TN	KINGSPORT CITY	$7,035.00
TN	KNOX COUNTY SCHOOLS SCHOOL SECURITY DIVISION	$11,134.00
TN	LA FOLLETTE CITY	$1,755.00
TN	LAVERGNE CITY	$2,626.28
TN	LENOIR CITY	$3,300.00

TN	LEWISBURG CITY	$1,93
TN	MADISON COUNTY	$15,480.00
TN	MANCHESTER CITY	$2,975.00
TN	MARTIN CITY	$625.00
TN	MAURY COUNTY	$4,473.81
TN	MOSHEIM TOWN	$1,600.00
TN	MOUNT PLEASANT CITY	$2,105.63
TN	MT JULIET CITY	$9,209.59
TN	OLIVER SPRINGS TOWN	$8,589.00
TN	OVERTON COUNTY	$5,035.50
TN	PARIS CITY	$3,200.00
TN	PIGEON FORGE CITY	$5,700.00
TN	PLAINVIEW CITY	$945.00
TN	PULASKI CITY	$3,572.00
TN	ROBERTSON COUNTY	$5,062.50
TN	ROANE COUNTY GOVERNMENT	$4,603.05
TN	SEVIER COUNTY	$5,651.19
TN	SEVIERVILLE CITY	$8,000.00
TN	SHELBYVILLE CITY	$7,600.00
TN	SIGNAL MOUNTAIN TOWN	$3,473.75
TN	SMITHVILLE CITY	$4,000.00
TN	SOUTH PITTSBURG CITY	$3,600.00
TN	SPARTA CITY	$1,499.98
TN	SULLIVAN COUNTY	$24,075.46
TN	SWEETWATER CITY	$1,260.00
TN	TENNESSEE	$3,452.58
TN	TIPTON COUNTY	$1,380.00
TN	TRACY CITY TOWN	$1,600.00
TN	TULLAHOMA CITY	$4,340.00
TN	WASHINGTON COUNTY	$5,552.94
TN	WHITE BLUFF TOWN	$1,153.50
TN	WHITE COUNTY	$8,000.00
TN	WHITE HOUSE CITY	$2,312.50
TN	SPRINGFIELD	$4,070.00
	Totals for TN(76 Jurisdictions):	**$434,677.76**
TX	ABILENE CITY	$1,465.91
TX	ALAMO HEIGHTS CITY	$895.00
TX	ALDINE IND SCH DISTRICT 902	$13,019.13
TX	ALICE CITY	$7,170.00
TX	ALLEN CITY	$6,990.13
TX	ALVIN CITY	$6,000.00
TX	ANNA CITY	$2,790.00
TX	ATASCOSA COUNTY	$16,900.00
TX	AUBREY CITY	$3,325.50
TX	AZLE CITY	$2,761.50
TX	BALCH SPRINGS CITY	$6,400.00
TX	BALCONES HEIGHTS CITY	$7,300.00
TX	BANDERA TOWN	$3,132.22
TX	BASTROP COUNTY	$3,309.29

TX	BAY CITY	$4,03
TX	BAYTOWN CITY	$18,665.00
TX	BEDFORD TOWN	$8,000.00
TX	BELLAIRE CITY	$3,088.73
TX	BELLMEAD CITY	$1,406.00
TX	BELTON CITY	$2,000.00
TX	BENBROOK CITY	$5,068.70
TX	BEVERLY HILLS CITY	$2,183.94
TX	BIG SPRING CITY	$4,367.75
TX	BORGER CITY	$5,151.83
TX	BOWIE COUNTY	$5,950.00
TX	BRAZORIA COUNTY	$2,901.57
TX	BRENHAM CITY	$4,160.00
TX	BRIDGEPORT CITY	$2,820.00
TX	BRYAN CITY	$16,165.50
TX	BUDA CITY	$985.00
TX	BURNET COUNTY	$8,300.00
TX	BRIDGE CITY	$2,347.80
TX	CAMERON CITY	$4,400.00
TX	CANYON CITY	$2,562.60
TX	CEDAR HILL CITY	$3,980.00
TX	CEDAR PARK CITY	$6,400.00
TX	CLEBURNE CITY	$7,485.00
TX	COMAL COUNTY	$14,837.21
TX	CONROE CITY	$18,702.00
TX	CONROE IND SCH DIST 902	$8,000.00
TX	CORINTH CITY	$8,347.00
TX	CORPUS CHRISTI CITY	$3,257.57
TX	CORSICANA CITY	$3,575.00
TX	CRANE COUNTY	$1,719.82
TX	CROWLEY CITY	$4,274.96
TX	CITY OF RED OAK	$2,025.00
TX	DAYTON CITY	$7,600.00
TX	DECATUR CITY	$1,801.50
TX	DEER PARK CITY	$5,817.50
TX	DEL RIO CITY	$5,821.50
TX	DENISON CITY	$5,600.00
TX	DESOTO CITY	$12,024.26
TX	DICKINSON CITY	$2,937.50
TX	DUNCANVILLE CITY	$13,670.00
TX	DALLAS-FORT WORTH INTERNATIONAL AIRPORT BOARD	$7,546.57
TX	EAGLE LAKE CITY	$1,842.96
TX	EARLY CITY	$1,020.00
TX	EDNA CITY	$2,135.74
TX	EL CAMPO CITY	$11,391.75
TX	EL PASO COUNTY	$7,583.62
TX	EL PASO IND SCH DIST 902	$11,050.00
TX	ELLIS COUNTY	$4,096.40
TX	ENNIS CITY	$14,700.00

TX	EULESS CITY	$9,20
TX	FAIR OAKS RANCH CITY	$3,600.00
TX	FARMERS BRANCH CITY	$9,850.00
TX	FLOWER MOUND CITY	$4,427.25
TX	FORT BEND COUNTY	$9,452.04
TX	FREDERICKSBURG CITY	$8,078.75
TX	FRIENDSWOOD CITY	$4,800.00
TX	FULSHEAR CITY	$2,582.50
TX	GAINESVILLE CITY	$1,845.12
TX	GARRISON CITY	$305.43
TX	GARZA COUNTY	$2,379.67
TX	GATESVILLE CITY	$1,967.50
TX	GILLESPIE COUNTY	$2,000.00
TX	GRANBURY CITY	$5,937.00
TX	GRAPEVINE CITY	$12,554.87
TX	GRAYSON COUNTY	$1,988.12
TX	GREENVILLE CITY	$6,448.84
TX	GROVES CITY	$765.65
TX	HALLETTSVILLE CITY	$1,453.49
TX	HALTOM CITY	$2,671.41
TX	HARKER HEIGHTS CITY	$5,850.00
TX	HARLINGEN CITY	$6,529.00
TX	HARRIS COUNTY	$119,186.24
TX	HAYS COUNTY	$10,475.12
TX	HEARNE CITY	$2,275.00
TX	HEATH CITY	$4,432.50
TX	HELOTES CITY	$4,232.19
TX	HENDERSON COUNTY	$22,695.00
TX	HEREFORD CITY	$4,115.00
TX	HEWITT CITY	$2,754.50
TX	HICKORY CREEK TOWN	$2,905.83
TX	HIGHLAND PARK CITY	$10,191.50
TX	HIGHLAND VILLAGE CITY	$2,697.00
TX	HILL COUNTRY VILLAGE	$3,275.79
TX	HONDO CITY	$4,000.00
TX	HOOD COUNTY	$10,601.00
TX	HOUSTON CITY	$126,230.73
TX	HOWARD COUNTY	$2,250.00
TX	HUNT COUNTY	$2,765.06
TX	HUNTSVILLE CITY	$10,000.00
TX	HURST CITY	$7,886.83
TX	HUTCHINS CITY	$7,200.00
TX	HEMPSTEAD INDEPENDENT SCHOOL DISTRICT	$1,190.00
TX	HOUSTON INDEPENDENT SCHOOL	$1,234.95
TX	INGLESIDE CITY	$5,896.50
TX	IOWA PARK CITY	$1,208.35
TX	JACINTO CITY	$2,780.00
TX	JACK COUNTY	$2,624.83
TX	JACKSBORO CITY	$2,278.90

TX	JACKSON COUNTY	$2,22
TX	JASPER CITY	$2,201.85
TX	JONES COUNTY	$1,250.00
TX	JOURDANTON CITY	$2,000.00
TX	KAUFMAN CITY	$4,975.00
TX	KELLER CITY	$7,547.50
TX	KERR COUNTY	$3,163.50
TX	KILGORE CITY	$7,097.81
TX	KILLEEN CITY	$13,030.27
TX	KINGSVILLE CITY	$5,996.80
TX	LA GRANGE CITY	$795.85
TX	LA PORTE CITY	$7,880.00
TX	LAKEWAY CITY	$5,260.50
TX	LAMPASAS CITY	$2,782.62
TX	LAREDO CITY	$20,034.04
TX	LEE COUNTY	$1,400.00
TX	LEVELLAND CITY	$9,375.00
TX	LITTLE ELM TOWN	$10,272.00
TX	LIVE OAK CITY	$1,350.00
TX	LIVINGSTON TOWN	$4,435.76
TX	LOCKHART CITY	$2,125.00
TX	LONGVIEW CITY	$30,424.50
TX	LORENA CITY	$815.00
TX	LOS FRESNOS CITY	$1,040.99
TX	LUFKIN CITY	$5,690.00
TX	LYTLE CITY	$1,110.00
TX	MABANK TOWN	$5,100.00
TX	MANOR CITY	$5,176.71
TX	MANSFIELD IND SCH DIST 908	$7,935.66
TX	MCLENNAN COUNTY	$8,049.08
TX	MEDINA COUNTY	$13,597.88
TX	MELISSA CITY	$2,422.00
TX	MINERAL WELLS CITY	$4,000.00
TX	MISSION CITY	$14,382.00
TX	MONT BELVIEU TOWN	$4,960.00
TX	MONTGOMERY CITY	$5,783.40
TX	MORGANS POINT CITY	$2,400.00
TX	MULESHOE CITY	$2,650.28
TX	MCALLEN INDEPENDENT SCHOOL DISTRICT	$24,043.34
TX	NAVASOTA CITY	$2,923.83
TX	NEDERLAND CITY	$5,237.00
TX	NEW BRAUNFELS CITY	$18,300.00
TX	NORTH RICHLAND HILLS CITY	$15,585.44
TX	ODESSA CITY	$2,931.82
TX	ORANGE CITY	$5,443.50
TX	PALMHURST CITY	$6,000.00
TX	PALO PINTO COUNTY	$1,421.81
TX	PARIS CITY	$8,407.50
TX	PASADENA CITY	$12,154.80

TX	PINEHURST CITY	$44
TX	PLAINVIEW CITY	$2,810.00
TX	PRINCETON CITY	$2,006.61
TX	RICHARDSON CITY	$9,008.60
TX	RICHLAND HILLS CITY	$2,800.00
TX	RICHMOND CITY	$2,775.00
TX	RIO GRANDE CITY IND SCH DIST 901	$6,399.97
TX	RIVER OAKS CITY	$4,000.00
TX	ROBINSON CITY	$2,603.83
TX	ROCKDALE CITY	$4,230.00
TX	ROCKWALL CITY	$10,771.54
TX	ROCKWALL COUNTY	$3,039.93
TX	ROSENBERG CITY	$12,487.50
TX	ROUND ROCK CITY	$12,132.41
TX	ROWLETT CITY	$10,617.72
TX	SACHSE CITY	$2,243.08
TX	SAGINAW CITY	$6,170.46
TX	SAN ANGELO CITY	$826.61
TX	SAN BENITO CITY	$4,700.39
TX	SCHERTZ CITY	$1,611.33
TX	SEABROOK CITY	$3,120.00
TX	SEAGOVILLE CITY	$3,360.00
TX	SEGUIN CITY	$5,406.96
TX	SELMA CITY	$4,261.36
TX	SHAVANO PARK CITY	$5,600.00
TX	SHERMAN CITY	$10,615.63
TX	SMITHVILLE CITY	$1,959.10
TX	SUGAR LAND CITY	$2,864.63
TX	SULPHUR SPRINGS CITY	$2,156.97
TX	SWEETWATER CITY	$2,311.20
TX	TAYLOR CITY	$3,960.00
TX	TEMPLE CITY	$14,368.00
TX	TERRELL CITY	$11,936.00
TX	TEXARKANA CITY	$3,629.14
TX	TEXAS	$34,702.03
TX	THE COLONY CITY	$8,834.91
TX	TROPHY CLUB TOWN	$1,600.00
TX	TROY CITY	$1,064.51
TX	TULIA CITY	$1,131.00
TX	UNITED IND SCH DIST 903	$4,211.31
TX	VAL VERDE COUNTY	$8,400.00
TX	VAN ALSTYNE TOWN	$2,307.00
TX	VICTORIA COUNTY	$16,410.20
TX	WACO CITY	$5,558.23
TX	WALKER COUNTY	$2,600.00
TX	WALLER TOWN	$1,790.00
TX	WEATHERFORD CITY	$12,000.00
TX	WESLACO CITY	$4,174.50
TX	WESTWORTH VILLAGE	$1,917.96

TX	WHARTON CITY	$2,85
TX	WHARTON COUNTY	$26,680.00
TX	WICHITA FALLS CITY	$2,244.67
TX	WILLOW PARK CITY	$4,477.50
TX	WINDCREST CITY	$4,474.60
TX	WISE COUNTY	$6,000.00
TX	WOOD COUNTY	$400.00
TX	WOODWAY CITY	$2,225.00
TX	WYLIE CITY	$6,001.14
	Totals for TX(219 Jurisdictions):	**$1,539,797.47**
UT	BOUNTIFUL CITY	$2,400.00
UT	BRIGHAM CITY	$3,465.21
UT	CARBON COUNTY	$6,750.00
UT	CENTERVILLE CITY	$1,500.00
UT	CLEARFIELD CITY	$4,956.00
UT	COTTONWOOD HEIGHTS	$2,718.30
UT	DRAPER CITY	$2,850.00
UT	DUCHESNE COUNTY	$5,985.56
UT	EMERY COUNTY	$13,110.00
UT	FARMINGTON CITY	$2,400.00
UT	GARFIELD COUNTY	$4,314.27
UT	HEBER CITY	$2,800.00
UT	HERRIMAN CITY	$8,000.00
UT	HURRICANE CITY	$5,497.25
UT	KAYSVILLE CITY	$2,970.00
UT	LAYTON CITY	$11,085.75
UT	LOGAN CITY	$11,400.00
UT	MORGAN COUNTY	$2,000.00
UT	NAPLES CITY	$900.00
UT	NEPHI CITY	$2,095.00
UT	NORTH LOGAN CITY	$1,290.00
UT	NORTH OGDEN CITY	$6,400.00
UT	NORTH SALT LAKE CITY	$2,722.50
UT	OREM CITY	$20,000.00
UT	ROY CITY	$9,000.00
UT	SANDY CITY	$16,125.00
UT	SARATOGA SPRINGS TOWN	$9,174.00
UT	SOUTH SALT LAKE CITY	$9,742.20
UT	SPANISH FORK CITY	$4,364.84
UT	SPRINGVILLE CITY	$7,200.00
UT	SYRACUSE CITY	$645.00
UT	TOOELE CITY	$1,950.00
UT	TOOELE COUNTY	$12,340.00
UT	UINTAH COUNTY	$11,151.00
UT	WASATCH COUNTY	$11,400.00
UT	WASHINGTON CITY	$7,012.50
UT	WEST BOUNTIFUL CITY	$2,110.50
UT	WILLARD CITY	$652.00
	Totals for UT(38 Jurisdictions):	**$230,476.88**

VA	AMHERST COUNTY	$3,87
VA	ASHLAND TOWN	$2,572.50
VA	BEDFORD COUNTY	$11,905.30
VA	BERRYVILLE TOWN	$800.00
VA	BIG STONE GAP TOWN	$5,070.00
VA	BLACKSTONE TOWN	$750.00
VA	BOTETOURT COUNTY	$4,141.50
VA	BUCKINGHAM COUNTY	$2,100.00
VA	CAMPBELL COUNTY	$5,640.00
VA	CAROLINE COUNTY	$6,392.00
VA	CHARLOTTESVILLE CITY	$16,942.17
VA	CHILHOWIE TOWN	$761.61
VA	CHRISTIANSBURG TOWN	$4,674.20
VA	COLONIAL HEIGHTS CITY	$4,130.00
VA	COVINGTON CITY	$2,400.00
VA	CULPEPER COUNTY	$10,407.00
VA	DANVILLE CITY	$13,202.50
VA	DINWIDDIE COUNTY	$4,536.00
VA	DUMFRIES TOWN	$2,319.60
VA	EMPORIA CITY	$3,875.00
VA	FAIRFAX CITY	$8,000.00
VA	FARMVILLE TOWN	$1,557.50
VA	FAUQUIER COUNTY	$13,353.00
VA	FLOYD COUNTY	$735.00
VA	FLUVANNA COUNTY	$955.08
VA	FRANKLIN COUNTY	$5,699.40
VA	FREDERICKSBURG CITY	$10,800.00
VA	FRONT ROYAL TOWN	$5,929.00
VA	GALAX CITY	$3,097.80
VA	GORDONSVILLE TOWN	$1,009.50
VA	GRAYSON COUNTY	$2,045.50
VA	GREENE COUNTY	$6,144.41
VA	GREENSVILLE COUNTY	$5,600.00
VA	HAYSI TOWN	$1,285.00
VA	HENRY COUNTY	$25,964.40
VA	HERNDON TOWN	$4,950.00
VA	HOPEWELL CITY	$2,030.00
VA	JAMES CITY COUNTY	$16,239.13
VA	KING AND QUEEN COUNTY	$1,177.50
VA	KING GEORGE COUNTY	$3,148.90
VA	KING WILLIAM COUNTY	$2,793.00
VA	LEESBURG TOWN	$7,741.83
VA	LEXINGTON CITY	$3,552.50
VA	LOUISA COUNTY	$5,600.00
VA	LURAY TOWN	$1,483.56
VA	LYNCHBURG CITY	$29,838.00
VA	MANASSAS CITY	$7,437.50
VA	MARTINSVILLE CITY	$7,020.30
VA	MIDDLEBURG TOWN	$1,855.00

VA	MOUNT JACKSON TOWN	$2,18
VA	NEW KENT COUNTY	$3,200.00
VA	NOTTOWAY COUNTY	$2,372.50
VA	ORANGE COUNTY	$8,372.84
VA	PAGE COUNTY	$10,938.60
VA	PATRICK COUNTY	$3,509.80
VA	PENINSULA AIRPORT COMMISSION	$2,667.00
VA	PETERSBURG CITY	$8,731.25
VA	PITTSYLVANIA COUNTY	$23,600.00
VA	PORTSMOUTH CITY	$59,405.00
VA	PRINCE EDWARD COUNTY	$4,716.00
VA	PRINCE GEORGE COUNTY	$6,813.94
VA	PULASKI TOWN	$6,129.20
VA	RAPPAHANNOCK COUNTY	$1,960.00
VA	ROANOKE COUNTY	$20,564.12
VA	ROCKBRIDGE COUNTY	$8,400.00
VA	ROCKY MOUNT TOWN	$1,632.50
VA	RAPPAHANNOCK REGIONAL JAIL	$6,400.00
VA	SALEM CITY	$4,650.00
VA	SHENANDOAH COUNTY	$15,852.40
VA	SMITHFIELD TOWN	$3,960.00
VA	SOUTH BOSTON TOWN	$11,508.00
VA	SOUTH HILL TOWN	$7,950.00
VA	STANLEY TOWN	$1,194.00
VA	SUFFOLK CITY	$20,947.50
VA	SURRY COUNTY	$4,005.00
VA	VINTON TOWN	$2,667.50
VA	WASHINGTON COUNTY	$8,109.00
VA	WESTMORELAND COUNTY	$2,940.00
VA	WINCHESTER CITY	$14,800.00
VA	WISE COUNTY	$9,785.00
VA	WISE TOWN	$700.00
VA	WESTERN VIRGINIA REGIONAL JAIL	$6,400.00
	Totals for VA(82 Jurisdictions):	**$590,603.58**
VT	BARRE CITY	$1,956.00
VT	BARRE TOWN	$1,398.00
VT	BENNINGTON TOWN	$4,477.50
VT	BERLIN TOWN	$600.50
VT	BRANDON TOWN	$1,596.00
VT	BRATTLEBORO TOWN	$4,945.50
VT	BURLINGTON CITY	$6,805.80
VT	CASTLETON TOWN	$2,125.00
VT	ESSEX JUNCTION VILLAGE	$3,245.00
VT	GRAND ISLE COUNTY	$1,398.00
VT	HARDWICK TOWN	$800.00
VT	HARTFORD TOWN	$5,716.00
VT	LAMOILLE COUNTY	$4,800.00
VT	MIDDLEBURY TOWN	$2,334.14
VT	MILTON TOWN	$2,337.88

VT	MONTPELIER CITY	$4,00
VT	MORRISTOWN TOWN	$2,395.00
VT	NORTHFIELD TOWN	$2,000.01
VT	NORWICH TOWN	$800.00
VT	ORANGE COUNTY	$3,600.00
VT	RUTLAND CITY	$1,582.50
VT	SHELBURNE TOWN	$1,950.00
VT	SOUTH BURLINGTON CITY	$6,000.00
VT	SPRINGFIELD TOWN	$1,048.50
VT	VERGENNES CITY	$2,800.00
VT	WASHINGTON COUNTY	$1,820.00
VT	WILMINGTON TOWN	$995.00
	Totals for VT(27 Jurisdictions):	**$73,526.33**
WA	ABERDEEN CITY	$9,355.89
WA	ADAMS COUNTY	$3,849.40
WA	AIRWAY HEIGHTS CITY	$5,619.50
WA	ANACORTES CITY	$2,234.25
WA	ASOTIN COUNTY	$2,349.50
WA	AUBURN CITY	$17,698.55
WA	ASOTIN CITY	$732.91
WA	BAINBRIDGE ISLAND CITY	$4,630.00
WA	BATTLE GROUND CITY	$5,531.54
WA	BELLINGHAM CITY	$18,278.40
WA	BLACK DIAMOND TOWN	$1,912.90
WA	BOTHELL CITY	$16,807.13
WA	BREMERTON CITY	$9,036.96
WA	BRIER CITY	$490.50
WA	BURLINGTON CITY	$5,642.50
WA	CASTLE ROCK CITY	$2,965.00
WA	CHEHALIS CITY	$2,272.20
WA	CHELAN COUNTY	$11,826.31
WA	CHENEY CITY	$2,525.87
WA	CLALLAM COUNTY	$15,211.57
WA	CLARKSTON CITY	$1,898.46
WA	CLE ELUM CITY	$3,742.94
WA	DES MOINES CITY	$5,850.00
WA	DOUGLAS COUNTY	$3,092.91
WA	EAST WENATCHEE CITY	$2,698.50
WA	EATONVILLE TOWN	$482.07
WA	ELLENSBURG CITY	$4,741.27
WA	ELMA CITY	$532.66
WA	ENUMCLAW CITY	$5,040.00
WA	EPHRATA CITY	$1,331.54
WA	FEDERAL WAY CITY	$29,600.00
WA	FERNDALE CITY	$2,375.00
WA	FIFE CITY	$7,009.60
WA	GARFIELD COUNTY	$1,849.00
WA	GIG HARBOR CITY	$687.07
WA	GRAYS HARBOR COUNTY	$11,562.80

WA	HOQUIAM CITY	$48
WA	ISLAND COUNTY	$6,437.01
WA	JEFFERSON COUNTY	$4,477.97
WA	KALAMA CITY	$1,117.50
WA	KELSO CITY	$4,227.36
WA	KIRKLAND CITY	$17,092.81
WA	KITTITAS COUNTY	$19,200.00
WA	LACEY CITY	$6,087.78
WA	LAKE FOREST PARK CITY	$3,462.56
WA	LAKE STEVENS CITY	$5,740.34
WA	LAKEWOOD CITY	$14,800.00
WA	LEWIS COUNTY	$6,000.00
WA	LONGVIEW CITY	$7,073.92
WA	LYNNWOOD CITY	$6,100.81
WA	MASON COUNTY	$7,854.06
WA	MEDINA CITY	$627.00
WA	MILTON CITY	$4,265.00
WA	MOSES LAKE CITY	$2,205.06
WA	MOUNTLAKE TERRACE CITY	$7,758.00
WA	NEWPORT CITY	$382.16
WA	OAK HARBOR CITY	$3,656.33
WA	OCEAN SHORES CITY	$2,453.61
WA	OKANOGAN COUNTY	$4,936.75
WA	OLYMPIA CITY	$8,128.12
WA	OTHELLO CITY	$4,541.95
WA	PASCO CITY	$16,614.50
WA	PORT ANGELES CITY	$4,809.49
WA	PORT TOWNSEND CITY	$1,710.00
WA	PULLMAN CITY	$1,027.48
WA	PUYALLUP CITY	$5,500.00
WA	QUINCY CITY	$3,214.89
WA	REDMOND CITY	$28,187.10
WA	RICHLAND CITY	$7,452.50
WA	RIDGEFIELD CITY	$2,280.00
WA	SHELTON CITY	$6,571.50
WA	STEILACOOM TOWN	$555.63
WA	STEVENS COUNTY	$9,194.90
WA	SUMNER CITY	$4,570.50
WA	SUNNYSIDE CITY	$11,217.84
WA	TOPPENISH CITY	$1,012.50
WA	TUKWILA CITY	$11,957.27
WA	TUMWATER CITY	$8,300.00
WA	TWISP TOWN	$947.50
WA	UNION GAP CITY	$1,275.00
WA	WAHKIAKUM COUNTY	$7,206.30
WA	WALLA WALLA CITY	$8,798.00
WA	WENATCHEE CITY	$8,602.89
WA	WESTPORT CITY	$1,148.00
WA	WHITE SALMON CITY	$828.00

WA	YAKIMA CITY	$23,53
	Totals for WA(86 Jurisdictions):	**$547,087.59**
WI	ADAMS COUNTY	$2,237.50
WI	ALTOONA CITY	$1,600.00
WI	ANTIGO CITY	$1,734.00
WI	APPLETON CITY	$9,750.00
WI	ASHLAND CITY	$2,347.48
WI	ATHENS VILLAGE	$330.00
WI	BARABOO CITY	$2,570.00
WI	BARRON COUNTY	$3,130.50
WI	BAYFIELD COUNTY	$3,570.00
WI	BAYSIDE VILLAGE	$1,766.00
WI	BEAVER DAM CITY	$3,419.81
WI	BELOIT CITY	$14,404.32
WI	BELOIT TOWN	$2,000.00
WI	BERLIN CITY	$1,665.22
WI	BLACK RIVER FALLS CITY	$1,410.84
WI	BLOOMER CITY	$2,272.50
WI	BOSCOBEL CITY	$4,007.50
WI	BRODHEAD CITY	$2,800.00
WI	BROOKFIELD CITY	$4,092.50
WI	BROOKFIELD TOWN	$2,500.00
WI	BROWN DEER VILLAGE	$3,150.00
WI	BURLINGTON CITY	$2,727.98
WI	CALUMET COUNTY	$3,232.50
WI	CHILTON CITY	$4,773.92
WI	CHIPPEWA COUNTY	$7,793.44
WI	CHIPPEWA FALLS CITY	$3,267.00
WI	CLARK COUNTY	$3,338.35
WI	COLUMBIA COUNTY	$7,353.26
WI	CRAWFORD COUNTY	$2,000.00
WI	CUDAHY CITY	$4,249.95
WI	DE FOREST VILLAGE	$2,237.50
WI	DELAVAN TOWN	$3,600.00
WI	DODGE COUNTY	$4,400.00
WI	DODGEVILLE CITY	$1,806.93
WI	DOOR COUNTY	$3,241.10
WI	DOUGLAS COUNTY	$5,421.43
WI	DUNN COUNTY	$5,700.00
WI	EAU CLAIRE CITY	$5,746.00
WI	EDGERTON CITY	$773.08
WI	ELLSWORTH VILLAGE	$1,989.00
WI	ELM GROVE VILLAGE	$2,313.50
WI	FALL RIVER VILLAGE	$3,826.13
WI	FITCHBURG CITY	$8,063.61
WI	FOND DU LAC CITY	$9,517.50
WI	FOREST COUNTY	$3,377.50
WI	FORT ATKINSON CITY	$1,790.00
WI	FOX POINT VILLAGE	$1,600.00

WI	FRANKLIN CITY	$5,60
WI	GENOA CITY VILLAGE	$2,487.50
WI	GLENDALE CITY	$5,200.00
WI	GRAFTON VILLAGE	$2,600.00
WI	GRAND CHUTE TOWN	$7,352.50
WI	GRANT COUNTY	$2,872.50
WI	GREEN COUNTY	$3,132.50
WI	GREEN LAKE COUNTY	$8,800.00
WI	GREENFIELD CITY	$8,800.00
WI	HALES CORNERS VILLAGE	$1,987.50
WI	HAMMOND VILLAGE	$430.00
WI	HARTFORD CITY	$4,553.95
WI	HARTLAND VILLAGE	$2,000.00
WI	HOLMEN VILLAGE	$2,115.00
WI	HORICON CITY	$1,200.00
WI	HORTONVILLE VILLAGE	$2,109.16
WI	IOWA COUNTY	$3,200.00
WI	JACKSON COUNTY	$3,692.57
WI	JACKSON VILLAGE	$1,200.00
WI	JANESVILLE CITY	$20,580.00
WI	JEFFERSON COUNTY	$6,849.22
WI	JUNEAU COUNTY	$4,400.00
WI	KENOSHA CITY	$20,982.50
WI	KEWASKUM VILLAGE	$1,599.98
WI	KEWAUNEE COUNTY	$1,997.50
WI	KIEL CITY	$2,247.50
WI	KRONEWETTER TOWN	$1,025.00
WI	LA CROSSE CITY	$6,800.00
WI	LAFAYETTE COUNTY	$13,795.00
WI	LAKE DELTON VILLAGE	$2,487.50
WI	LAKE GENEVA CITY	$8,391.00
WI	LAKE HALLIE VILLAGE	$1,575.00
WI	LANCASTER CITY	$400.00
WI	LANGLADE COUNTY	$1,890.50
WI	LINCOLN COUNTY	$3,940.00
WI	LITTLE CHUTE VILLAGE	$4,000.00
WI	LUXEMBURG VILLAGE	$760.36
WI	MANITOWOC CITY	$8,010.00
WI	MANITOWOC COUNTY	$3,382.00
WI	MARINETTE CITY	$4,050.00
WI	MARINETTE COUNTY	$2,000.00
WI	MARQUETTE COUNTY	$2,010.00
WI	MARSHFIELD CITY	$4,042.50
WI	MAYVILLE CITY	$1,000.00
WI	MCFARLAND VILLAGE	$375.00
WI	MEDFORD CITY	$3,877.50
WI	MELROSE VILLAGE	$412.50
WI	MENASHA CITY	$3,149.83
WI	MENOMINEE COUNTY	$800.00

WI	MENOMONEE FALLS VILLAGE	$17,08
WI	MENOMONIE CITY	$4,575.00
WI	MEQUON CITY	$3,030.00
WI	MERRILL CITY	$4,286.06
WI	MIDDLETON CITY	$3,500.00
WI	MILTON CITY	$1,860.99
WI	MONONA CITY	$4,027.50
WI	MONROE COUNTY	$3,144.00
WI	MOUNT HOREB VILLAGE	$1,342.50
WI	MOUNT PLEASANT TOWN	$8,239.00
WI	MUKWONAGO TOWN	$1,315.00
WI	MUKWONAGO VILLAGE	$1,477.50
WI	MUSKEGO CITY	$4,800.00
WI	NEENAH CITY	$3,060.13
WI	NEW BERLIN CITY	$10,500.00
WI	NEW LONDON CITY	$1,600.00
WI	OAK CREEK CITY	$5,017.88
WI	OCONOMOWOC TOWN	$1,425.00
WI	OCONTO COUNTY	$2,850.00
WI	OMRO CITY	$582.00
WI	ONALASKA CITY	$2,647.00
WI	ONEIDA COUNTY	$4,185.05
WI	OREGON VILLAGE	$3,325.00
WI	OSHKOSH CITY	$10,504.00
WI	PALMYRA VILLAGE	$1,007.99
WI	PEPIN COUNTY	$4,000.00
WI	PEWAUKEE VILLAGE	$1,712.48
WI	PIERCE COUNTY	$1,200.00
WI	PLATTEVILLE CITY	$3,672.03
WI	PLOVER VILLAGE	$2,400.00
WI	PLYMOUTH CITY	$2,132.85
WI	PORT WASHINGTON CITY	$9,707.50
WI	PORTAGE CITY	$982.50
WI	PORTAGE COUNTY	$4,572.50
WI	RACINE CITY	$9,387.50
WI	RANDOLPH VILLAGE	$800.00
WI	REEDSBURG CITY	$2,685.00
WI	RHINELANDER CITY	$907.45
WI	RICE LAKE CITY	$1,461.60
WI	RICHLAND CENTER CITY	$968.10
WI	RICHLAND COUNTY	$4,217.50
WI	RIVER FALLS CITY	$2,312.50
WI	RIVER HILLS VILLAGE	$4,225.00
WI	ROBERTS VILLAGE	$610.00
WI	ROME TOWN	$904.95
WI	SAUK COUNTY	$4,922.50
WI	SAWYER COUNTY	$3,080.00
WI	SCHOFIELD CITY	$1,890.00
WI	SEYMOUR CITY	$2,400.00

WI	SHARON VILLAGE	$66
WI	SHAWANO CITY	$800.00
WI	SHAWANO COUNTY	$4,500.00
WI	SHOREWOOD VILLAGE	$2,247.50
WI	SIREN VILLAGE	$1,741.50
WI	SLINGER VILLAGE	$1,850.00
WI	SOMERSET VILLAGE	$2,328.00
WI	SOUTH MILWAUKEE CITY	$1,559.25
WI	ST FRANCIS CITY	$2,125.00
WI	STEVENS POINT CITY	$4,056.96
WI	SUPERIOR CITY	$5,405.00
WI	ST. CROIX FALLS CITY	$457.65
WI	SUMMIT VILLAGE	$1,343.50
WI	TAYLOR COUNTY	$1,633.50
WI	TOMAH CITY	$1,685.50
WI	TOMAHAWK CITY	$1,775.00
WI	TREMPEALEAU COUNTY	$2,055.00
WI	TREMPEALEAU VILLAGE	$1,380.00
WI	TWIN LAKES VILLAGE	$3,561.50
WI	VERNON COUNTY	$2,235.00
WI	VILLAGE OF FOX CROSSING	$1,945.00
WI	WALWORTH VILLAGE	$1,200.00
WI	WATERLOO CITY	$1,348.50
WI	WATERTOWN CITY	$1,875.00
WI	WAUKESHA CITY	$8,500.00
WI	WAUNAKEE VILLAGE	$3,150.00
WI	WAUPACA CITY	$1,938.00
WI	WAUPACA COUNTY	$5,953.08
WI	WAUSAU CITY	$9,981.00
WI	WAUTOMA CITY	$1,512.50
WI	WAUWATOSA CITY	$8,625.00
WI	WEST ALLIS CITY	$32,777.04
WI	WEST MILWAUKEE VILLAGE	$3,237.50
WI	WEST SALEM VILLAGE	$2,862.50
WI	WHITEFISH BAY VILLAGE	$3,424.50
WI	WHITEHALL CITY	$1,000.00
WI	WHITEWATER CITY	$2,100.00
WI	WILLIAMS BAY VILLAGE	$1,795.00
WI	WOOD COUNTY	$5,175.00
WI	WRIGHTSTOWN VILLAGE	$800.00
	Totals for WI(185 Jurisdictions):	**$700,203.26**
WV	BARBOURSVILLE VILLAGE	$6,699.00
WV	BECKLEY CITY	$5,167.50
WV	CABELL COUNTY	$11,639.00
WV	CHARLES TOWN CITY	$2,787.06
WV	CLARKSBURG CITY	$4,710.00
WV	FAYETTEVILLE TOWN	$5,400.00
WV	HARRISON COUNTY	$9,565.00
WV	HUNTINGTON CITY	$12,012.50

WV	HURRICANE CITY	$5,10
WV	LOGAN COUNTY	$5,310.00
WV	MORGANTOWN CITY	$5,600.00
WV	MOUNDSVILLE CITY	$1,539.98
WV	NICHOLAS COUNTY	$6,465.00
WV	OHIO COUNTY	$3,381.00
WV	PRINCETON CITY	$800.00
WV	PUTNAM COUNTY	$4,395.00
WV	WEIRTON CITY	$6,021.00
WV	WINFIELD TOWN	$800.00
WV	WYOMING COUNTY	$3,225.00
	Totals for WV(19 Jurisdictions):	**$100,626.54**
WY	ALBANY COUNTY	$7,792.50
WY	CODY CITY	$2,468.08
WY	CROOK COUNTY	$520.00
WY	DOUGLAS CITY	$1,910.00
WY	EVANSTON CITY	$4,336.50
WY	FREMONT COUNTY	$18,150.00
WY	GILLETTE CITY	$4,560.00
WY	GREEN RIVER CITY	$5,850.00
WY	HANNA TOWN	$475.00
WY	HOT SPRINGS COUNTY	$3,579.90
WY	LARAMIE CITY	$6,174.00
WY	MILLS TOWN	$3,860.00
WY	NATRONA COUNTY	$9,600.00
WY	RAWLINS CITY	$7,599.96
WY	RIVERTON CITY	$4,020.00
WY	ROCK SPRINGS CITY	$8,622.00
WY	SARATOGA TOWN	$1,150.00
WY	SHERIDAN CITY	$4,626.91
WY	SHERIDAN COUNTY	$3,337.75
WY	SUBLETTE COUNTY	$10,939.50
WY	TETON COUNTY	$6,400.00
WY	TORRINGTON TOWN	$1,448.69
WY	WASHAKIE COUNTY	$2,394.50
	Totals for WY(23 Jurisdictions):	**$119,815.29**
	Report Totals for (4000 Jurisdictions):	**$25,370,845.00**

City of Milpitas, California

BUDGET CHANGE FORM

Type of Change	From*		To*	
	Account	Amount	Account	Amount
Check one: ☐ **Budget Appropriation** ☐ **Budget Transfer**	**100-3557**	**$11,078**	**100-7214223**	**$11,078**

Authorize the City Manager to Accept the 2022 Bulletproof Vest Partnership Grant in the Amount of $11,078.17 and Approve a Related Budget Appropriation

Background:
The Bulletproof Vest Partnership (BVP) Grant Act of 1998 is a unique U.S. Department of Justice initiative designed to provide a critical resource to state and local law enforcement. The BVP program's purpose is to reimburse state and local law enforcement up to fifty percent of body armor costs. The Milpitas Police Department has been participating in the BVP Grant Program consecutively since 2008.

The United States Department of Justice, Office of Justice Programs and Bureau of Justice Assistance has awarded the Milpitas Police Department a BVP grant in the amount of $11,078.17. The grant will reimburse the City of Milpitas fifty (50) percent of the cost for each ballistic vest purchased between April 1, 2022 and August 31, 2024.

Analysis:
The Police Officer's Association Memorandum of Understanding (MOU) section 22.11 compels all uniformed officers to wear a ballistic vest and requires the City of Milpitas to provide each officer with a ballistic vest, and three ballistic vest covers. Officers not in a uniformed assignment, are required to wear a ballistic vest when circumstances dictate the need for the equipment. The life span of a ballistic vest is five years. After a five-year period, all ballistic vests must be replaced as soon as reasonably possible.

The Police Department anticipates purchasing approximately twenty-eight (28) ballistic vests during this award period and the expense will be approximately $22,156.33. Under this grant, the Department of Justice will reimburse the City of Milpitas fifty (50) percent of this cost, up to the grant award of $11,078.17.

Ballistic vests have been proven to save lives. The Chief of Police will continue to require officers to maintain this equipment in good working order and use the equipment consistent with the MOU, department policy, and sound officer safety practice.

Policy Alternatives:
Alternative 1: Refuse the 2022 Bulletproof Vest Partnership Grant of $11,078.17.
Pros: There are no identified benefits to this alternative.
Cons: The City would not be reimbursed for fifty (50) percent of the cost for each ballistic vest purchased by the Police Department through August 31, 2024.
Reason for Not Recommending: The City will incur the cost of bulletproof vests for sworn Police Department employees regardless of acceptance of the grant, therefore; refusal of the grant would result in the City incurring one hundred (100) percent of the cost of the needed bulletproof vests as opposed to fifty (50) percent of the cost.

Fiscal Impact:
If approved, the City will be reimbursed up to $11,078.17 for fifty (50) percent of the cost of the needed bulletproof vests, therefore; a budget appropriation is needed for $11,078.17 into the Police Department's FY 2022-23 operating budget. There are sufficient funds in the Police Department's FY 2022-23 operating budget to cover the remainder of the cost for

the acquisition of the bulletproof vests. Per the Council approved Budget Guidelines, any unused funds related to this grant will be carried over to the next fiscal year.

California Environmental Quality Act:
The City Council's action authorizing the City Manager to accept the grant is exempt from environmental review pursuant to CEQA Guideline 15378(b)(2) as a continuing administrative or maintenance activity which is defined in the CEQA Guideline to include the purchases of supplies. It is also exempt under CEQA Guideline 15378(b)(4) as a government fiscal activity.

Recommendation:
Authorize the City Manager to Accept the 2022 Bulletproof Vest Partnership Grant in the Amount of $11,078.17 and Approve a Related Budget Appropriation.

Attachments:
1. Budget Change Form
2. 2022 BVP Awards List

☐ **Check if City Council Approval required.** **Meeting Date**: November 01, 2022

Requested by:	**Department Head:** Jared Hernandez	**Date:** November 01, 2022
Reviewed by:	**Finance Director:** Lauren Lai	**Date:** November 01, 2022

Date approved by City Council, if required: **Confirmed by:**

FI/24786/V **Form 30-222 (Rev. 1/92)**

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Receive a Report on Milpitas HOPE Suicide Prevention Task Force Activities Since September 2021 (Staff Contact: Renee Lorentzen, Director, Recreation and Community Services, 408-586-3409)**
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	11/1/2022
	Recommendation: Receive the Report on Milpitas HOPE Suicide Prevention Task Force Activities Since September 2021.

BACKGROUND

At its June 19, 2018 meeting, the Milpitas City Council established a Suicide Prevention Policy and Resolution supporting the greater message that suicides are preventable, and "now" is the opportunity to unite as a community in commitment and action to ensure: Suicides are prevented; Those living with mental illness receive support services; Community-based care and close follow-ups are available to people who attempt suicide; Resources and trainings are available to the broader Milpitas Community, in regard to suicide-prevention education.

Following the adoption of the Resolution and Policy, the City staff began forming a collaborative Task Force in September 2018 to support the Policy's comprehensive goals, objectives and action steps. Now called Milpitas HOPE, the Suicide Prevention Task Force includes both local residents and representatives from other local agencies committed to preventing suicide and supporting survivors. In addition to Milpitas Recreation and Community Services and the Milpitas Police Department, participating agencies include:

- CASSY Bay Area
- Cathedral of Faith
- Child Advocates
- Hope for the Unhoused
- Kaiser Permanente
- Leaders of Tomorrow
- Mid-Peninsula Housing
- Milpitas Unified School District
- NAMI Santa Clara County
- Santa Clara County Behavioral Health Services
- Show Up and Love
- Santa Clara County Veteran Service Office

Milpitas HOPE meets monthly to work on suicide prevention strategies and initiatives in Milpitas and each September, during Suicide Prevention Month, compiles a report on its progress during the previous year and goals for the coming year. Milpitas HOPE met virtually from July 2021-March 2022 and returned to in-person monthly meetings in April. Attendance dipped upon returning to in-person meetings, prompting some discussion of moving to bimonthly meetings. However, attendance has been climbing since July with new members and new initiatives planned.

ANALYSIS:

During 2021-2022, Milpitas HOPE focused on the following areas:

- Continuing to increase **cultural diversity** on the Task Force and in outreach efforts.
- Completing the planned outreach to **teens and transitional youth**.

- Partnering with public safety to ensure Police are familiar with the many agencies that can help families and individuals experiencing a mental health crisis.
- Providing support and resources to the **Asian American Pacific Islander (AAPI)** community to address increased fear/stress/depression following an increase in Asian Hate crimes nationwide.

Highlights in **cultural diversity and outreach** area included adding new resident members from AAPI communities, tabling at Veteran's Day, Holiday Magic and Memorial Day.

The group's most significant outreach to **teens and transitional youth** was a virtual screening of the documentary *Like*, about the negative impact of social media. It was viewed by 35 students in the Recreation and Community Services' middle school LYFE program and online by 25 families.

HOPE's partnership with **public safety** was its most fruitful effort this year. HOPE worked with the Milpitas Police Department staff to bring guest speakers from local mental health service providers to police shift briefings to provide trainings about the resources they can provide to individuals in crisis. The providers repeat the presentations several times to make the trainings available to every officer on the force. HOPE coordinated presentations by NAMI Santa Clara County, Uplift, Bill Wilson Center and Momentum for Health. These briefing trainings were successful in equipping Milpitas police officers to handle calls for service involving people suffering from mental health illness and, in many cases, allowing officers to quickly summon appropriate mental health services to assist and/or to refer people to alternative resources. The briefing training model is now well-established and ongoing with little need for HOPE's continued involvement. The Milpitas Police Department lieutenant serving on the HOPE task force continues to schedule briefing trainings as new partner organizations are identified. Through its public safety partnership, Milpitas HOPE continues to provide support for families who have experienced a suicide. This year, Social Services staff assisted one bereaved family in making final arrangements, working with insurance, and obtaining financial aid.

Support and resources for the **AAPI community** included a series of healing circles for both adults and teens emotionally impacted by the spate of Asian hate crimes nationwide.

Other activities this year included supporting and reinforcing County mental health efforts, including the County-wide Gun Buyback in May 2022 and promotion the new, nationwide 988 Suicide and Crisis Lifeline this summer, and additional community discussion on postvention media coverage following a student death in October.

In addition, Milpitas HOPE has promoted various workshops on mental health topics, such as stress and anxiety, as well as social services topics that directly affect mental health in the community, such as financial wellness and domestic violence resources. A total of 418 participants attended 35 workshops this year.

Milpitas HOPE also works through the City's social media and publicity channels to keep suicide prevention resources in the public eye.

Milpitas HOPE's new focus areas for the coming 2022-23 year are:
- Continuing to **increase outreach efforts and cultural diversity** to build awareness.
- Continuing outreach to **teens and transitional youth**. Providing outreach to **older adults.**
- Providing outreach to **veterans and unhoused**.

Workgroups have been assigned to each area and are developing strategies and action items to accomplish in the coming year. The workgroups and staff coordinate closely with Santa Clara County's Suicide Prevention Program and other local agencies to ensure Milpitas' projects tie in with regional suicide prevention efforts.

FISCAL IMPACT:
None. HOPE is budgeted within Recreation and Community Services' Social Services Program area.

RECOMMENDATION:
Receive the Report on Milpitas HOPE Suicide Prevention Task Force Activities Since September 2021.

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Approve the Purchase of a Police Vehicle, Find the Procurement to be in the Best Interest of the City, and Authorize the City Manager to Execute Any Documents Necessary to Effectuate the Purchase at the Negotiated Amount (Staff Contact: Matthew Miller, Police Captain, 408-586-2522)**
Category:	Consent Calendar-Public Safety
Meeting Date:	11/1/2022
	Recommendation: Approve the Purchase of a Police Vehicle, Find the Procurement to be in the Best Interest of the City, and Authorize the City Manager to Execute Any Documents Necessary to Effectuate the Purchase at the Negotiated Amount

BACKGROUND:

The Milpitas Police Department currently manages a fleet of police vehicles assigned to Field Services and Special Operations staff throughout the department's 24-7 operation. The City of Milpitas has a contractual obligation under the Milpitas Police Officer Association's (MPOA) Memorandum of Understanding to provide vehicles for police operations. It is imperative the police department maintain its fleet of vehicles to effectively provide public safety services to the community.

As part of the FY 2022-23 Adopted Budget approved by Council on June 7, 2022, one (1) unmarked Police Department vehicle was approved to be replaced through the Capital Outlay process. This vehicle is one of nine (9) vehicles currently utilized by the eleven (11) staff members assigned to the Special Operations Division. Without replacement of this vehicle, there would be insufficient vehicles available for Detectives to effectively perform their duties and there is an immediate need to replace this vehicle.

Municipal Code Section I-2-3.03 titled "Procurements where competitive methods are not practicable" provides that the City is not required to engage in competitive procurement as authorized by the City Council to be "in the best interest of the City".

ANALYSIS:

Typically, the City purchases vehicles using a Sourcewell cooperative agreement such as the National Auto Fleet Group (NAFG) one of the largest cooperative vehicle suppliers in the country, especially for sedans. The use of cooperative agreements, which are a result of competitive solicitations, is typically more effective and efficient than for the City to undergo a competitive procurement process. However, purchases through these agreements are severely impacted by the current supply shortage of vehicles in the automobile market and have an extended delivery period. There are currently no vehicles available for government wholesale purchase through NAFG. While NAFG has limited inventory for patrol vehicles, NAFG has no inventory for unmarked vehicles suitable for police fleet. Furthermore, NAFG also has very limited vehicle availability for retail purchase. The majority of retail vehicles are sold before they are delivered to the dealership due to a backlog of orders. Retail vehicles are not available to the City through the existing cooperative agreement with NAFG.

Staff contacted several local dealerships. Local dealerships also have very limited inventory and are not interested in responding to competitive solicitations. Therefore, as all viable options have been exhausted, staff requests Council authority to purchase a police vehicle directly from a dealership with available inventory consistent with Municipal Code Section 1-2-3.03(d). With this authority, staff will be able to replace the vehicle as soon as possible to meet contractual obligations to replace police vehicles, in support of effective police operations.

POLICY ALTERNATIVE(S):

Alternative 1: Do not authorize the purchase of a police vehicle without a competitive process.
Pros: The City may not incur the open retail market cost of a police vehicle.
Cons: The substantial delay would mean the Police Department would not have enough vehicles for effective operations.
Reason for Not Recommending: The replacement of this vehicle has already been approved by Council through the FY 2022-23 budget adoption and capital outlay process. Due to supply chain and the priority of public safety, the Police Department needs to replace this vehicle as soon as possible.

FISCAL IMPACT:
The purchase would be at the negotiated amount; and the FY2022-23 budget includes $43,013 of appropriations within the equipment replacement fund allocation ($34,987) and the general fund allocation ($8,026). Any amount for the vehicle purchase that exceeds the FY2022-23 budget appropriation can be absorbed in the Police Department's FY 2022-23 operating budget.

California Environmental Quality Act (CEQA):
The action being requested is not a project as defined by CEQA (CEQA Guidelines exemption 15378(b)(2)).

RECOMMENDATION:
Approve the Purchase of a Police Vehicle, Find the Procurement to be in the Best Interest of the City, and Authorize the City Manager to Execute Any Documents Necessary to Effectuate the Purchase.

Attachment(s):
N/A

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Approve an Additional Budget Appropriation of $17,151 to the Equipment Fund Non-Departmental FY22-23 Operating Budget for the Replacement Purchase of Two Police Vehicles through a Sourcewell Cooperative Contract with National Auto Fleet Group (Staff Contact: Matthew Miller, Police Captain, 408-586-2522)**
Category:	Consent Calendar-Public Safety
Meeting Date:	11/1/2022
	Recommendation: Approve an Additional Budget Appropriation of $17,151 to the Equipment Fund Non-Departmental FY22-23 Operating Budget for the Replacement Purchase of Two Police Vehicles through a Sourcewell Cooperative Contract with National Auto Fleet Group

BACKGROUND:
On March 1, 2022, City Council approved a budget appropriation in the amount of $103,931 to the equipment fund non-departmental fiscal year 2021-22 operating budget for the replacement purchase of two police vehicles through a Sourcewell Cooperative Contract with the National Auto Fleet Group (Attachment 1). Subsequently, an order was placed for the two police vehicles (2022 Ford Interceptors) in March of 2022.

ANALYSIS:
Due to significant delays in production of the vehicles, the manufacturer, Ford, was unable to fulfill the order placed for the two (2) 2022 model vehicles and therefore cancelled the order. As a result, National Auto Fleet Group secured two (2) 2023 model vehicles from Ford to fulfill this order, pending the City's approval. However, the cost of the 2023 vehicles is $17,150.66 higher than the original total purchase price approved by Council on March 1, 2022. The total cost of the vehicles is now $121,081.44, therefore; Council approval is requested for the additional cost that exceeds the Purchasing Agent's change order authority.

Replacing these two vehicles in a timely manner is critical to enable staff to provide essential public safety services. Therefore, a budget appropriation to the Equipment Fund Non-Departmental FY 2022-23 operating budget in the amount of $17,151 is recommended to complete the purchase of two (2) replacement police vehicles through a Sourcewell cooperative contract with the National Auto Fleet Group, thus maintaining the department's fleet of thirty (30) marked police vehicles.

POLICY ALTERNATIVE(S):

Alternative 1: Do not approve an additional budget appropriation of $17,151 to the equipment fund non-departmental FY22-23 operating budget.
Pros: The City would not incur the additional cost of $17,151 for the two police vehicles.
Cons: The Police Department would not be able to replace the two (2) vehicles needed to maintain current service levels, as the prior amount approved by Council, $103,931, is no longer sufficient to cover the increased cost of the vehicles.
Reason for Not Recommending: $103,931 has already been appropriated for the purchase of these two vehicles. Furthermore, if the vehicles are not replaced, the Police Department would be at risk of not maintaining current service levels and not meeting MOU obligations in respect to vehicle mileage limits.

FISCAL IMPACT:
Staff recommends approval of an additional budget appropriation to the Equipment Fund Non-Departmental FY 2022-23 operating budget in the amount of $17,151 for the purchase of two (2) replacement vehicles, so a total of $121,081.44 is available for the purchase. Any additional cost associated with the purchase of these

two (2) replacement vehicles exceeding this amount can be absorbed by the Police Department's operating budget.

California Environmental Quality Act (CEQA):
The City Council's action authorizing the City Manager to approve a budget appropriation is exempt from environmental review pursuant to CEQA Guideline 15378(b)(2) as a continuing administrative or maintenance activity which is defined in the CEQA Guideline to include the purchases of supplies. It is also exempt under CEQA Guideline 15378(b)(4) as a government fiscal activity.

RECOMMENDATION:
Approve an Additional Budget Appropriation of $17,151 to the Equipment Fund Non-Departmental FY22-23 Operating Budget for the Replacement Purchase of Two Police Vehicles through a Sourcewell Cooperative Contract with National Auto Fleet Group

Attachment(s):
1. Agenda Report – March 1, 2022
2. Budget Change Form

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Approve a Budget Appropriation in the amount of $103,931 to the Equipment Fund Non-departmental FY 2021-22 Operating Budget and Approve the Replacement Purchase of Two Police Vehicles Through a Sourcewell Cooperative Contract with National Auto Fleet Group**
Category:	Consent Calendar-Public Safety
Meeting Date:	3/1/2022
Staff Contact:	**Captain Frank Morales, 408-586-2521 & Chris Schroeder, 408-586-3161**
Recommendation:	Approve a budget appropriation in the amount of $103,931 to the Equipment Fund Non-departmental FY 2021-22 operating budget and approve the replacement purchase of two Police vehicles through a Sourcewell cooperative contract with National Auto Fleet

Background:
The Milpitas Police Department currently manages a fleet of thirty (30) marked police vehicles, assigned to various patrol staff throughout the department's 24-7 operation. The City of Milpitas has a contractual obligation under the Milpitas Police Officer Association's (MPOA) Memorandum of Understanding to replace marked patrol vehicles once they acquire 75,000-miles, or up to a maximum extension of 90,000-miles, if the marked patrol vehicle is deemed safe and suitable for patrol purposes. It is imperative the number of vehicles in the police department's fleet remains furnished to support mileage requirements and staffing needs, in order to maintain current service levels and response times.

In September and October of 2021, two (2) police vehicles were involved in separate traffic collisions within the course of duty which reduced the current fleet from 30 to 28 marked police vehicles. Both collisions resulted in total losses and subsequent insurance payouts for the actual cash value loss of the vehicles, less the City's insurance deductible of $5,000 for each incident.

Analysis:
The total insurance payout for both vehicles is sufficient to cover the cost of two (2) replacement vehicles; the total insurance payout is $113,653.87 and the total cost for two (2) replacement vehicles is $103,931. Replacing these two vehicles is critical to enable staff to provide essential public safety services.

Therefore, a budget appropriation to the Equipment Fund Non-departmental FY 2021-22 operating budget in the amount of $103,931 for the two (2) totaled vehicles is recommended and is recommended to be used to purchase two (2) replacement vehicles through a Sourcewell cooperative contract with the National Auto Fleet Group. The insurance payoff exceeds the cost by $9,722.87 which will be added to the fund balance in the Equipment Fund for future use.

Municipal Code Section I-2-3.05 Public Agency Purchases, specifically authorizes the Purchasing Agent to purchase supplies or services without complying with the quotation or bidding requirements of the Chapter, and to make such purchases based on an agreement or cooperative purchasing. On July 28, 2021 Sourcewell solicited Request for Proposal (RFP) No. 091521 for "Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories" On November 4, 2021 contract No.091521-NAF awarded to the National Auto Fleet Group took effect. Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota through legislative authority of Minnesota Statute 123A.21.

24, 2017, that offers cooperative procurement solutions to government entities.(See: attached Not-To-File – Coop.)

Therefore, staff recommends a budget appropriation of the total insurance payout to the Equipment Fund Non-departmental operating budget for the purchase of two (2) replacement vehicles through a Sourcewell cooperative contract with the National Auto Fleet Group, thus maintaining the department's fleet of thirty (30) marked police vehicles.

Policy Alternatives:
Alternative 1: Do not approve a budget appropriation in the amount of $103,931 to the Equipment Fund Non-departmental fiscal year 2021-2022 operating budget.

Pros: The City would receive the insurance payout for the two vehicles but not incur the expense of purchasing two (2) Police vehicles.

Cons: The Police Department would not be able to replace the two (2) vehicles needed to maintain current service levels.

Reason not recommended: If the vehicles are not replaced, the Police Department would be at risk of not maintaining current service levels and not meeting MOU obligations in respect to vehicle mileage limits.

Fiscal Impact:
Staff recommends approval of a budget appropriation to the Equipment Fund Non-departmental FY 2021-22 operating budget in the amount of $103,931 for the purchase of two (2) replacement vehicles. The difference between the insurance payout of $113,653.87 and the funds needed to purchase the replacement vehicles in the amount of $9,722.87 will be added to the fund balance in the Equipment Fund for future use. Any additional cost associated with the purchase of these two (2) replacement vehicles exceeding this amount can be absorbed by the Police Department's operating budget.

California Environmental Quality Act:
The action being requested is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline 15378(b)(2) as a continuing administrative activity involving the purchase of supplies and other related equipment for the City which is specifically listed as an action in that respective Guideline.

Recommendation:
Approve a budget appropriation in the amount of $103,931 to the Equipment Fund Non-departmental FY 2021-22 operating budget for the purchase of two replacement Police vehicles through a Sourcewell cooperative contract with the National Auto Fleet Group.

Attachments:
1. Proof of Loss – September 16, 2021
2. Proof of Loss – October 10, 2021
3. Budget change form
4. Note-To-File - Coop

sedgwick

Item # C12.

Sworn Statement in Proof of Loss

$As per form	2021/2022
AMOUNT OF POLICY AT TIME OF LOSS	POLICY NUMBER
07/01/2021	N/A
DATE ISSUED	AGENCY AT
07/01/2022	N/A
DATE EXPIRES	AGENT

To the ***PLAN JPA***

At time of loss, by the above indicated policy of insurance you insured City of Milpitas

against loss by all risk of physical damage to the property described under , according to the terms and conditions of the said policy of and all forms, endorsements, transfers and assignments attached thereto.

1. **Time and origin**: A vehicle (STATE KIND) loss occurred about the hour of 11 o'clock A M.

on the 16th day of September , 2021. The cause and origin of the said loss were: Collision

2. **Occupancy**: The building described, or containing the property described, was occupied at the time of loss as follows, and for no other purpose whatever: 2014 Ford Taurus Police Unit #PT-17, license plate 1442399, VIN 1FAHP2MT1EG163016

3. **Title and Interest**: At the time of the loss the interest of your insured in the property described therein was sole and unconditional ownership. No other person or persons had any interest therein or encumbrance thereon, except: NO EXCEPTIONS

4. **Changes**: Since the said policy was issued there has been no assignment thereof, or change of interest, use, occupancy, possession, location or exposure of the property described, except: NO EXCEPTIONS

5. Total Insurance: The total amount of insurance upon the property described by this policy was, at the time of the loss	**$ As per form**
6. Full Replacement Cost of said property at the time of the loss was……..	**$N/A**
7. Full Cost of Repair or Replacement is……	**$64,090.07**
8. Applicable Salvage is……	**$ 1,260.00**
9. Actual Cash Value Loss is (Line 7 minus Line 8)……..	**$62,830.70**
10. Less Amount of Deductible and/or participation by the insured……	**$ 5,000.00**
11. Actual Cash Value Claim is (Line 9 minus Line 10)……..	**$57,830.70**

Any person who knowingly and with intent to injure, defraud, or deceive any insurance company files a statement of claim or an application containing false, incomplete or misleading information is guilty of a felony of the third degree.

State of California **Insured:**

County of **Notary Public:**

Subscribed and sworn before me this day of , Notary Seal

sedgwick

Item # C12.

Sworn Statement in Proof of Loss

$As per form	2021/2022
AMOUNT OF POLICY AT TIME OF LOSS	POLICY NUMBER
07/01/2021	N/A
DATE ISSUED	AGENCY AT
07/01/2022	N/A
DATE EXPIRES	AGENT

To the ***PLAN JPA***

At time of loss, by the above indicated policy of insurance you insured City of Milpitas

against loss by all risk of physical damage to the property described under , according to the terms and conditions of the said policy of and all forms, endorsements, transfers and assignments attached thereto.

1. **Time and origin**: A vehicle (STATE KIND) loss occurred about the hour of 5 o'clock P M.

on the 10th day of October , 2021. The cause and origin of the said loss were: Collision

2. **Occupancy**: The building described, or containing the property described, was occupied at the time of loss as follows, and for no other purpose whatever: 2017 Ford Explorer Police Unit #PT-07, license plate 1514513, VIN 1FM5K8AR0HGB39017

3. **Title and Interest**: At the time of the loss the interest of your insured in the property described therein was sole and unconditional ownership. No other person or persons had any interest therein or encumbrance thereon, except: NO EXCEPTIONS

4. **Changes**: Since the said policy was issued there has been no assignment thereof, or change of interest, use, occupancy, possession, location or exposure of the property described, except: NO EXCEPTIONS

5. Total Insurance: The total amount of insurance upon the property described by this policy was, at the time of the loss	**$ As per form**
6. Full Replacement Cost of said property at the time of the loss was……..	**$N/A**
7. Full Cost of Repair or Replacement is……	**$64,123.17**
8. Applicable Salvage is……	**$ 3,300.00**
9. Actual Cash Value Loss is (Line 7 minus Line 8)……..	**$60,823.17**
10. Less Amount of Deductible and/or participation by the insured……	**$ 5,000.00**
11. Actual Cash Value Claim is (Line 9 minus Line 10)……..	**$55,823.17**

Any person who knowingly and with intent to injure, defraud, or deceive any insurance company files a statement of claim or an application containing false, incomplete or misleading information is guilty of a felony of the third degree.

State of California **Insured:**

County of **Notary Public:**

Subscribed and sworn before me this day of , Notary Seal

National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

Quote ID 31280 R3

February 4, 2022

Ms. Lisa Beaulieu
City of Milpitas Police Department
1275 N Milpitas Blvd
Milpitas, Ca 95035
Delivery Via Email

Dear Ms. Beaulieu,

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Milpitas, new/unused 2022 Ford Police Interceptor Hybrid AWD Patrol responding to your requirement with the attached specifications for $ 46,575.84 plus State Sales Tax, and $8.75 tire tax (non-taxable). These vehicles are available under the Sourcewell (Formerly Known as NJPA) master vehicle contract# 091521-NAF. **UNIT TO BE ALL BLACK / Traffic Units**

	One unit MSRP	Selling Price	Total Savings	Extended units (2)	Total Savings
2022 Ford Police Interceptor Utility Hybrid	51,895.00	46,575.84	10.25%	93,151.68	10,638.32
PB400 Push Bumper		718.00		1,436.00	
Sub Total		47,293.84		94,587.68	
Sales Tax		4,433.80		8,867.60	
Tire Tax		8.75		17.50	
Transport		229.00		458.00	
Total		51,965.39		103,930.78	

Terms are net 30 days.
Delivery 90-120 Days ARO
National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

Kevin Buzzard
National Law Enforcement Sales Manager
National Auto Fleet Group
Wondries Fleet Group
626-457-5590 O / 714-264-1867 C
Buzzard5150@gmail.com

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	426816
Customer No.	WONDRIESFG

Bill To

WONDRIES FLEET GROUP
400 S. ATLANTIC BLVD
ALHAMBRA, CA 91801

Contact: DAVE STEWART DEBORAH DEVORA
Telephone: (626) 457-5590
E-mail: deborahd@wondries.com

Ship To

WONDRIES FLEET GROUP
400 S. ATLANTIC BLVD
ALHAMBRA, CA 91801

Contact: DAVE STEWART DEBORAH DEVORA
Telephone: (626) 457-5590
E-mail: deborahd@wondries.com

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
02/04/22	GROUND SHIPMENT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Project Name
Chris Degioanni	Chris Degioanni - LA	Kevin Buzzard	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	BK0534ITU20 SMC PB400 VS ALUM BUMPER 2020+ FORD PIUT Warehouse: LOSA Vin #: BK0534ITU20	328.0000	328.00
1	1	Y	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: LOSA Vin #: LOOM, WIRE, HARDWARE, CONNECTORS, ETC **********	25.0000	25.00
1	1	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: LOSA Vin #:	300.0000	300.00

Approved By: _____

☐ **Approve All Items & Quantities**

Quote Good for 30 Days

Print Date	02/04/22
Print Time	10:31:08 AM
Page No.	1

Printed By: Chris Degioanni

Subtotal	653.00
Freight	65.00
Order Total	718.00

Buyer Info

Organization
City of Milpitas

Department
Purchasing

Sourcewell #

State

First Name
Chris

Last Name
Schroeder

Email Address
cschroeder@ci.milpitas.ca.gov

Phone Number
(408) 687-1639

Alternate Phone Number
(408) 586-3161

Order Cut Off is TBA

Vehicle Configuration Options

ENGINE	
Code	**Description**
99W	ENGINE: 3.3L V6 DIRECT-INJECTION HYBRID SYSTEM, -inc: (136-MPH top speed) (STD)

TRANSMISSION	
Code	**Description**
44B	TRANSMISSION: 10-SPEED AUTOMATIC, (STD)

PRIMARY PAINT	
Code	**Description**
UM	AGATE BLACK

PAINT SCHEME	
Code	**Description**
___	STANDARD PAINT

SEAT TYPE	
Code	**Description**
96	CHARCOAL BLACK, UNIQUE HD CLOTH FRONT BUCKET SEATS W/VINYL REAR, -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks

AXLE RATIO	
Code	**Description**
___	3.73 AXLE RATIO, (STD)

ADDITIONAL EQUIPMENT	
Code	**Description**
67H	READY FOR THE ROAD PACKAGE, -inc: Whelen Cencom light controller head w/dimmable back light, Whelen Cencom relay center/siren/amp w/traffic advisor control (mounted behind 2nd row seat), light controller/relay Cencom wiring (wiring harness) w/additional input/output pigtails, high current pigtail, Whelen specific WECAN cable (console to cargo area) connects Cencom to control head and grille linear LED lights (red/blue) harness, Front Headlamp Lighting Solution, LED low beam/high beam headlamp, wig-wag function and (2) red/blue/white LED side warning lights in each headlamp (factory configured: driver's side white/red/passenger side white/blue), Wiring and LED lights included (in headlamps only; grille lights not included), Controller not included, Grille LED Lights, Siren & Speaker Pre-Wiring, 100 Watt Siren/Speaker w/Bracket & Pigtail, Tail Lamp Lighting Solution, LED lights plus (2) rear integrated hemispheric lighthead white LED side warning lights in taillamps, LED lights only, Wiring

	and controller not included, Rear Lighting Solution, (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) mounted to inside liftgate glass and (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open), LED lights only, Wiring and controller not included, Hidden Door-Lock Plunger, rear-door controls inoperable (locks, handles and windows), Note: Can manually remove window or door disable plate w/special tool, Note: Locks/windows operable from driver's door switches, Rear Console Plate, Contours through 2nd row; channel for wiring
51S	DUAL (DRIVER & PASSENGER) LED SPOT LAMPS (UNITY)
92R	2ND ROW ONLY SOLAR TINT GLASS, -inc: privacy glass on rear quarter and liftgate window
66A	FRONT HEADLAMP LIGHTING SOLUTION, -inc: LED low beam/high beam headlamp, wig-wag function and (2) red/blue/white LED side warning lights in each headlamp (factory configured: driver's side white/red/passenger side white/blue), Wiring and LED lights included (in headlamps only; grille lights not included), Controller not included, Grille LED Lights, Siren & Speaker Pre-Wiring
66B	TAIL LAMP LIGHTING SOLUTION, -inc: LED lights plus (2) rear integrated hemispheric lighthead white LED side warning lights in taillamps, LED lights only, Wiring and controller not included
66C	REAR LIGHTING SOLUTION, -inc: (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) mounted to inside liftgate glass and (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open), LED lights only, Wiring and controller not included
43A	REAR AUXILIARY LIFTGATE LIGHTS, -inc: Red/blue LED lights, Located beneath liftgate glass in applique panel, LED lights only, Wiring and controller not included
18X	100 WATT SIREN/SPEAKER W/BRACKET & PIGTAIL
59F	KEYED ALIKE - 0576X
90E	BALLISTIC DOOR-PANELS (LEVEL III+), -inc: Driver and passenger front-doors
52P	HIDDEN DOOR-LOCK PLUNGER, -inc: rear-door controls inoperable (locks, handles and windows), Note: Can manually remove window or door disable plate w/special tool, Note: Locks/windows operable from driver's door switches
17A	REAR AUXILIARY AIR CONDITIONING
17T	SWITCHABLE RED/WHITE LIGHTING IN CARGO AREA, -inc: Deletes 3rd row overhead map light
87R	REAR VIEW CAMERA, -inc: Displayed in rear view mirror, Note: This option replaces the standard display in the center stack area, Note: Camera can only be displayed in the center stack (std) or the rear view mirror (87R), Electrochromic Rear View Mirror, Video is displayed in rear view mirror
55B	BLIS BLIND SPOT MONITORING W/CROSS TRAFFIC ALERT, -inc: Manual Fold-Away Mirrors w/Heat, Without memory and without puddle lamps
76P	PRE-COLLISION ASSIST W/PEDESTRIAN DETECTION, -inc: forward collision warning and Automatic Emergency Braking and unique one-touch temporary disable switch for law enforcement use
76R	REVERSE SENSING SYSTEM
60A	GRILLE LED LIGHTS, SIREN & SPEAKER PRE-WIRING
85R	REAR CONSOLE PLATE, -inc: Contours through 2nd row; channel for wiring
OPTION PACKAGE	

Code	Description
500A	ORDER CODE 500A

2022 Fleet/Non-Retail Ford Police Interceptor Utility AWD

WINDOW STICKER

2022 Ford Police Interceptor Utility AWD

CODE	MODEL	MSRP
K8A	2022 Ford Police Interceptor Utility AWD	$41,110.00
	OPTIONS	
99W	ENGINE: 3.3L V6 DIRECT-INJECTION HYBRID SYSTEM, -inc: (136-MPH top speed) (STD)	$0.00
44B	TRANSMISSION: 10-SPEED AUTOMATIC, (STD)	$0.00
UM	AGATE BLACK	$0.00
___	STANDARD PAINT	$0.00
96	CHARCOAL BLACK, UNIQUE HD CLOTH FRONT BUCKET SEATS W/VINYL REAR, -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks	$0.00
___	3.73 AXLE RATIO, (STD)	$0.00
67H	READY FOR THE ROAD PACKAGE, -inc: Whelen Cencom light controller head w/dimmable back light, Whelen Cencom relay center/siren/amp w/traffic advisor control (mounted behind 2nd row seat), light controller/relay Cencom wiring (wiring harness) w/additional input/output pigtails, high current pigtail, Whelen specific WECAN cable (console to cargo area) connects Cencom to control head and grille linear LED lights (red/blue) harness, Front Headlamp Lighting Solution, LED low beam/high beam headlamp, wig-wag function and (2) red/blue/white LED side warning lights in each headlamp (factory configured: driver's side white/red/passenger side white/blue), Wiring and LED lights included (in headlamps only; grille lights not included), Controller not included, Grille LED Lights, Siren & Speaker Pre-Wiring, 100 Watt Siren/Speaker w/Bracket & Pigtail, Tail Lamp Lighting Solution, LED lights plus (2) rear integrated hemispheric lighthead white LED side warning lights in taillamps, LED lights only, Wiring and controller not included, Rear Lighting Solution, (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) mounted to inside liftgate glass and (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open), LED lights only, Wiring and controller not included, Hidden Door-Lock Plunger, rear-door controls inoperable (locks, handles and windows), Note: Can manually remove window or door disable plate w/special tool, Note: Locks/windows operable from driver's door switches, Rear Console Plate, Contours through 2nd row; channel for wiring	$3,595.00
51S	DUAL (DRIVER & PASSENGER) LED SPOT LAMPS (UNITY)	$620.00
92R	2ND ROW ONLY SOLAR TINT GLASS, -inc: privacy glass on rear quarter and liftgate window	$85.00
66A	FRONT HEADLAMP LIGHTING SOLUTION, -inc: LED low beam/high beam headlamp, wig-wag function and (2) red/blue/white LED side warning lights in each headlamp (factory configured: driver's side white/red/passenger side white/blue), Wiring and LED lights included (in headlamps only; grille lights not included), Controller not included, Grille LED Lights, Siren & Speaker Pre-Wiring	INC
66B	TAIL LAMP LIGHTING SOLUTION, -inc: LED lights plus (2) rear integrated hemispheric lighthead white LED side warning lights in taillamps, LED lights only, Wiring and controller not included	INC
66C	REAR LIGHTING SOLUTION, -inc: (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) mounted to inside liftgate glass and (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open), LED lights only, Wiring and controller not included	INC
43A		$395.00

	REAR AUXILIARY LIFTGATE LIGHTS, -inc: Red/blue LED lights, Located beneath liftgate glass in applique panel, LED lights only, Wiring and controller not included	
18X	100 WATT SIREN/SPEAKER W/BRACKET & PIGTAIL	INC
59F	KEYED ALIKE - 0576X	$50.00
90E	BALLISTIC DOOR-PANELS (LEVEL III+), -inc: Driver and passenger front-doors	$3,170.00
52P	HIDDEN DOOR-LOCK PLUNGER, -inc: rear-door controls inoperable (locks, handles and windows), Note: Can manually remove window or door disable plate w/special tool, Note: Locks/windows operable from driver's door switches	INC
17A	REAR AUXILIARY AIR CONDITIONING	$610.00
17T	SWITCHABLE RED/WHITE LIGHTING IN CARGO AREA, -inc: Deletes 3rd row overhead map light	$50.00
87R	REAR VIEW CAMERA, -inc: Displayed in rear view mirror, Note: This option replaces the standard display in the center stack area, Note: Camera can only be displayed in the center stack (std) or the rear view mirror (87R), Electrochromic Rear View Mirror, Video is displayed in rear view mirror	$0.00
55B	BLIS BLIND SPOT MONITORING W/CROSS TRAFFIC ALERT, -inc: Manual Fold-Away Mirrors w/Heat, Without memory and without puddle lamps	$545.00
76P	PRE-COLLISION ASSIST W/PEDESTRIAN DETECTION, -inc: forward collision warning and Automatic Emergency Braking and unique one-touch temporary disable switch for law enforcement use	$145.00
76R	REVERSE SENSING SYSTEM	$275.00
60A	GRILLE LED LIGHTS, SIREN & SPEAKER PRE-WIRING	INC
85R	REAR CONSOLE PLATE, -inc: Contours through 2nd row; channel for wiring	INC
500A	ORDER CODE 500A	$0.00

Please note selected options override standard equipment

SUBTOTAL	**$50,650.00**
Advert/ Adjustments	$0.00
Manufacturer Destination Charge	$1,245.00
TOTAL PRICE	**$51,895.00**

Est City: N/A MPG
Est Highway: N/A MPG
Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Standard Equipment

MECHANICAL

Engine: 3.3L V6 Direct-Injection Hybrid System -inc: (136-MPH top speed)
Transmission: 10-Speed Automatic
3.73 Axle Ratio
GVWR: 6,840 lbs (3,103 kgs)
50 State Emission System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.
Transmission w/Oil Cooler
Automatic Full-Time All-Wheel
Engine Oil Cooler
80-Amp/Hr 800CCA Maintenance-Free Battery
Hybrid Electric Motor 220 Amp Alternator
Class III Towing Equipment -inc: Hitch
Trailer Wiring Harness
Police/Fire
1670# Maximum Payload
Gas-Pressurized Shock Absorbers
Front And Rear Anti-Roll Bars
Electric Power-Assist Steering
19 Gal. Fuel Tank
Dual Stainless Steel Exhaust
Permanent Locking Hubs
Strut Front Suspension w/Coil Springs
Multi-Link Rear Suspension w/Coil Springs
Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
Lithium Ion Traction Battery

EXTERIOR

Wheels: 18" x 8" 5-Spoke Painted Black Steel -inc: polished stainless steel hub cover and center caps
Tires: 255/60R18 AS BSW
Steel Spare Wheel
Spare Tire Mounted Inside Under Cargo
Clearcoat Paint
Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and 1 Tow Hook
Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent
Body-Colored Bodyside Cladding and Black Wheel Well Trim

Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Power Side Mirrors w/Convex Spotter and Manual Folding
Fixed Rear Window w/Fixed Interval Wiper, Heated Wiper Park and Defroster
Deep Tinted Glass
Speed Sensitive Variable Intermittent Wipers
Galvanized Steel/Aluminum Panels
Lip Spoiler
Black Grille
Liftgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Auto On/Off Projector Beam Led Low/High Beam Headlamps
LED Brakelights

ENTERTAINMENT

Radio: AM/FM/MP3 Capable -inc: clock, 4-speakers, Bluetooth interface w/hands-free voice command support (compatible w/most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display
Radio w/Seek-Scan, Speed Compensated Volume Control and Steering Wheel Controls
Integrated Roof Antenna
1 LCD Monitor In The Front

INTERIOR

8-Way Driver Seat
Passenger Seat
35-30-35 Folding Split-Bench Front Facing Fold Forward Seatback Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Engine Hour Meter, Traction Battery Level, Trip Odometer and Trip Computer
Power Rear Windows and Fixed 3rd Row Windows
Fleet Telematics Modem Selective Service Internet Access
Remote Releases -Inc: Power Cargo Access
Cruise Control w/Steering Wheel Controls
Dual Zone Front Automatic Air Conditioning
HVAC -inc: Underseat Ducts
Locking Glove Box
Driver Foot Rest
Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks

Interior Trim -inc: Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert and Metal-Look Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
Day-Night Rearview Mirror
Driver And Passenger Visor Vanity Mirrors
Mini Overhead Console w/Storage and 2 12V DC Power Outlets
Front And Rear Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Carpet Floor Trim
Cargo Features -inc: Cargo Tray/Organizer
Cargo Space Lights
Dashboard Storage, Driver And Passenger Door Bins
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks
Systems Monitor
Redundant Digital Speedometer
Trip Computer
Analog Appearance
Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
2 12V DC Power Outlets
Air Filtration

SAFETY

Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Curtain 1st And 2nd Row Airbags
Airbag Occupancy Sensor
Passenger Knee Airbag
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Back-Up Camera w/Washer

City of Milpitas, California

BUDGET CHANGE FORM

Type of Change	From*		To*	
	Account	Amount	Account	Amount
Check one: ☐ **Budget Appropriation** ☐ **Budget Transfer**	**500-3799**	**$113,653.87**	**500-9304851** **500-2909**	**$103,931** **$9,722.87**

Approve a budget appropriation in the amount of $103,931 to the Equipment Fund Non-departmental FY 2021-22 operating budget for the replacement of two Police vehicles.

Background:
The Milpitas Police Department currently manages a fleet of thirty (30) marked police vehicles, assigned to various patrol staff throughout the department's 24-7 operation. The City of Milpitas has a contractual obligation under the Milpitas Police Officer Association's (MPOA) Memorandum of Understanding to replace marked patrol vehicles once they acquire 75,000-miles, or up to a maximum extension of 90,000-miles, if the marked patrol vehicle is deemed safe and suitable for patrol purposes. It is imperative the number of vehicles in the police department's fleet remains furnished to support mileage requirements and staffing needs, in order to maintain current service levels and response times.
In September and October of 2021, two (2) police vehicles were involved in separate traffic collisions within the course of duties. Both collisions resulted in total losses and subsequent insurance payouts for the actual cash value loss of the vehicles, less the City's insurance deductible of $5,000 for each incident. This recommended budget appropriation of the total insurance payout to the Equipment Fund Non-departmental operating budget would be used to purchase two (2) replacement vehicles, this maintaining the department's fleet of thirty (30) marked police vehicles.
Municipal Code Section I-2-3.05 Public Agency Purchases, specifically authorizes the Purchasing Agent to purchase supplies or services without complying with the quotation or bidding requirements of the Chapter, and to make such purchases based on an agreement or cooperative purchasing. On July 28, 2021 Sourcewell solicited Request for Proposal (RFP) No. 091521 for "Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories" On November 4, 2021 contract No.091521-NAF awarded to the National Auto Fleet Group took effect. Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota through legislative authority of Minnesota Statute 123A.21.Feb 24, 2017, that offers cooperative procurement solutions to government entities.(See: attached Not-To-File – Coop.)

Analysis:
The total insurance payout for both vehicles is sufficient to cover the cost of two (2) replacement vehicles; the total insurance payout is $113,653.87 and the total cost for two (2) replacement vehicles is $103,931. However, due to staffing levels and mileage requirements, if this budget appropriation is not approved and the vehicles are not replaced, the current fleet of police vehicles will reach mileage limits faster and there is a risk of insufficient availability of vehicles when other vehicles are out for maintenance or repair. In order for the Police Department to maintain appropriate service levels and response times, replacement of these two (2) patrol vehicles is essential. Therefore, a budget appropriation to the Equipment Fund Non-departmental FY 2021-22 operating budget in the amount of $103,931 for the two (2) totaled vehicles is recommended and would be used to purchase two (2) replacement vehicles. The difference between the insurance payout and

the funds needed to purchase the replacement vehicles in the amount of $9,722.87 will fall to fund balance in the Equipment Fund for future use.

Policy Alternative:
Alternative 1: Do not approve a budget appropriation in the amount of $103,931 to the Equipment Fund Non-departmental fiscal year 2021-2022 operating budget.

Pros: The City would receive the insurance payout for the two vehicles but not incur the expense of purchasing two (2) Police vehicles.

Cons: The Police Department would not be able to replace the two (2) vehicles needed to maintain current service levels.

Reason not recommended: If the vehicles are not replaced, the Police Department would be at risk of not maintaining current service levels and not meeting MOU obligations in respect to vehicle mileage limits.

Fiscal Impact:
Staff recommends approval of a budget appropriation to the Equipment Fund Non-departmental FY 2021-22 operating budget in the amount of $103,931 for the purchase of two (2) replacement vehicles. The difference between the insurance payout of $113,653.87 and the funds needed to purchase the replacement vehicles in the amount of $9,722.87 will fall to fund balance in the Equipment Fund for future use. Any additional cost associated with the purchase of these two (2) replacement vehicles exceeding this amount can be absorbed by the Police Department's operating budget.

California Environmental Quality Act:
N/A

Recommendations:
Approve a budget appropriation in the amount of $103,931 to the Equipment Fund Non-departmental FY 2021-22 operating budget for the replacement of two Police vehicles.

Attachments:
1. Proof of Loss – September 16, 2021
2. Proof of Loss – October 10, 2021
3. Budget change form
4. Note-To-File_Coop

☐ **Check if City Council Approval required.** **Meeting Date**: February 15, 2022

Requested by:	**Department Head:** Jared Hernandez	**Date:** February 15, 2022
Reviewed by:	**Finance Director:** Lauren Lai	**Date:** February 15, 2022

Date approved by City Council, if required: **Confirmed by:**

FI/24786/V **Form 30-222 (Rev. 1/92)**

2/14/2022

NOTE TO FILE

This is a cooperative purchase through the Sourcewell Purchasing Cooperative.

Municipal Code Section I-2-3.05 Public Agency Purchases, specifically authorizes the Purchasing Agent to purchase supplies or services without complying with the quotation or bidding requirements of the Chapter, and to make such purchases based on an agreement or cooperative purchasing program utilizing public agency procurements as the basis for the contract and may be offered by any "public agency", as defined by Government Code Section 6500, regardless of whether the City is a named party to the agreement or an actual participant in such a program, provided that the underlying purchase was made using competitive negotiation or procurement procedures and may include a nationally bid cooperative contract.

On July 28, 2021 Sourcewell solicited Request for Proposal (RFP) No. 091521 for "Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories" On November 4, 2021 contract No.091521-NAF awarded to the National Auto Fleet Group took effect pursuant to the aforementioned RFP. The contract period runs from November 4, 2021 to November 8, 2025.. The contract may be extended for one additional year to November 8, 2026 upon the request of Sourcewell and written agreement by National Auto Fleet Group

The Purchasing Agent reviewed all the documentation from Sourcewell regarding RFP No. 091521 and has determined that the underlying purchase was made using competitive bidding procedures. Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota through legislative authority of Minnesota Statute 123A.21.Feb 24, 2017, that offers cooperative procurement solutions to government entities.

Cooperative contracts over $100,000 require City Council approval.

Chris Schroeder

Chris Schroeder C.P.M., A.P.P.
Purchasing Agent
City of Milpitas
408-586-3161

City of Milpitas, California

BUDGET CHANGE FORM

Type of Change	From*		To*	
	Account	Amount	Account	Amount
Check one: ☐ **Budget Appropriation** ☐ **Budget Transfer**	**500-2909**	**$17,151**	**500-9304851**	**$17,151**

Approve an Additional Budget Appropriation of $17,151 to the Equipment Fund Non-Departmental FY22-23 Operating Budget

BACKGROUND:
On March 1, 2022, City Council approved a budget appropriation in the amount of $103,931 to the equipment fund non-departmental fiscal year 2021-22 operating budget for the replacement purchase of two police vehicles through a Sourcewell Cooperative Contract with the National Auto Fleet Group (Attachment 1). Subsequently, an order was placed for the two police vehicles (2022 Ford Interceptors) in March of 2022.

Due to significant delays in production of the vehicles, the manufacturer, Ford, was unable to fulfill the order placed for the two (2) 2022 model vehicles and therefore cancelled the order. As a result, National Auto Fleet Group secured two (2) 2023 model vehicles from Ford to fulfill this order, pending the City's approval. However, the cost of the 2023 vehicles is $17,150.66 higher than the original total purchase price approved by Council on March 1, 2022. The total cost of the vehicles is now $121,081.44, therefore; Council approval is requested for the additional cost that exceeds the Purchasing Agent's change order authority.

ANALYSIS:
At time of order in March 2022, the total cost for the two (2) replacement vehicles was $103,931. However, due to delays in the production of the vehicles, the order now must be fulfilled with the next year's model of vehicle, the 2023 model, which has a higher cost. The total cost for the two (2) replacement vehicles is now $121,081.44, which is a difference of $17,150.66 from the total cost originally approved by Council on March 1, 2022. Replacing these two vehicles is critical to enable staff to provide essential public safety services.

Therefore, a budget appropriation to the Equipment Fund Non-Departmental FY 2022-23 operating budget in the amount of $17,151 is recommended and is recommended to be used to purchase two (2) replacement police vehicles through a Sourcewell cooperative contract with the National Auto Fleet Group, thus maintaining the department's fleet of thirty (30) marked police vehicles.

POLICY ALTERNATIVE(S):

Alternative 1: Do not approve an additional budget appropriation of $17,151 to the equipment fund non-departmental FY22-23 operating budget.
Pros: The City would not incur the additional cost of $17,151 for the two police vehicles.
Cons: The Police Department would not be able to replace the two (2) vehicles needed to maintain current service levels, as the prior amount approved by Council, $103,931, is no longer sufficient to cover the increased cost of the vehicles.

Reason for Not Recommending: $103,931 has already been appropriated for the purchase of these two vehicles. Furthermore, if the vehicles are not replaced, the Police Department would be at risk of not maintaining current service levels and not meeting MOU obligations in respect to vehicle mileage limits.

FISCAL IMPACT:
Staff recommends approval of an additional budget appropriation to the Equipment Fund Non-Departmental FY 2022-23 operating budget in the amount of $17,151 for the purchase of two (2) replacement vehicles, so a total of $121,081.44 is available for the purchase. Any additional cost associated with the purchase of these two (2) replacement vehicles exceeding this amount can be absorbed by the Police Department's operating budget.

California Environmental Quality Act (CEQA):
The City Council's action authorizing the City Manager to approve a budget appropriation is exempt from environmental review pursuant to CEQA Guideline 15378(b)(2) as a continuing administrative or maintenance activity which is defined in the CEQA Guideline to include the purchases of supplies. It is also exempt under CEQA Guideline 15378(b)(4) as a government fiscal activity.

RECOMMENDATION:
Approve an Additional Budget Appropriation of $17,151 to the Equipment Fund Non-Departmental FY22-23 Operating Budget

Attachment(s):
1. Agenda Report – March 1, 2022
2. Budget Change Form

☐ **Check if City Council Approval required.** **Meeting Date**: November 01, 2022

Requested by:	**Department Head:** Jared Hernandez	**Date:** November 01, 2022
Reviewed by:	**Finance Director:** Lauren Lai	**Date:** November 01, 2022

Date approved by City Council, if required: **Confirmed by:**

FI/24786/V **Form 30-222 (Rev. 1/92)**

CITY OF MILPITAS
HOUSING AUTHORITY &
SUCCESSOR AGENCY
AGENDA REPORT
(AR)

Item Title:	**Sale of the residential unit located at 254 Parc Place Drive (Staff Contact: Alex Andrade, Economic Development Director, 408-586-3046 and Michelle Silva, Administrative Analyst II, 408-586-3244)**
Category:	Consent Calendar-Community Development
Meeting Date:	**11/1/2022**
	Recommendation: 1. Adopt the resolution authorizing the Executive Director of the Milpitas Housing Authority to execute documents for the sale of the residential property located at 254 Parc Place Drive in the amount of $278,315. 2. Approve related budget amendments due to the sale of the property located at 254 Parc Place Drive in the amount of $278,315.

BACKGROUND:

On February 1, 2012, Assembly Bill X1 26 resulted in the dissolution of all Redevelopment Agencies throughout the State. In anticipation of the dissolution, the Milpitas City Council adopted Resolution No. 8062 in February 2011. The Resolution established the City of Milpitas Housing Authority as the Successor Housing Agency to the Milpitas Redevelopment Agency. Thirteen real properties were transferred from the former Redevelopment Agency to the Milpitas Housing Authority. The transferred properties and its current disposition are summarized in the table below.

	Address	Developed with Affordable Housing	Sold by Housing Authority	Retained by Housing Authority
1	340 Celebration Dr.	X	X	
2	**600 S. Abel St. #208**	**X**		**X**
3	1101 S. Main St. #313	X	X	
4	**254 Parc Place Dr.**	**X**		**X**
5	1432 S. Main St.			X
6	1434 S. Main St.			X
7	1436 S. Main St.			X
8	1438 S. Main St.			X
9	1438A S. Main St.			X
10	1440 S. Main St.			X
11	1444 S. Main St.			X
12	1446 S. Main St.			X
13	1504-1620 S. Main St.	X	X	

Health and Safety Code section 34176.l(e) requires that all properties acquired by the Redevelopment Agency prior to February 1, 2012, and transferred to the Housing Authority, be developed within certain time frames. According to Health and Safety Code section 33334.16, within five years, from the date the property is acquired, activities must be initiated consistent with the development of the property for affordable housing purposes, or the property must be sold, and the proceeds deposited into the City's Low and Moderate Income

Housing Asset Fund. This Health and Safety Code Section also allows for one additional period not to exceed five years.

Properties located at 1432-1446 S. Main Street, also known as Parcel 1, will be sold in Quarter 1 of 2023 (Properties 5-12 in the chart above).

The purpose of this agenda item is to authorize the sale of 254 Parc Place Drive to be in compliance with the California Department of Housing and Community Development.

ANALYSIS:

There are two remaining residential units of the thirteen total properties owned by the Housing Authority for sale (Properties 2 and 4 in the chart above). The residential properties located at 600 S. Abel Street Unit #208 and 254 Parc Place Drive were being rented to low-income households at a low-income rent level. Tenants of these properties signed a Lease Agreement with an Option to Purchase from the Housing Authority. The leases, which were executed in 2013, expired in 2014. Tenants have been on month-to-month since that time. Staff anticipates bringing the sale of 600 S. Abel Street Unit 208 to the Housing Authority and Successor Agency on November 15, 2022.

Housing staff has periodically reached out to the tenants about purchasing their units. Staff worked with the two remaining tenants to purchase their units so that the sale to low-income households occurs before August 31, 2022. The Option to Purchase provided the opportunity for the tenant of 254 Parc Place Drive to purchase the unit (Attachment 1).

The initial five-year period to dispose of the property expired on August 31, 2017. The Housing Authority Commission adopted a resolution approving a one-time expiration date extension to August 31, 2022. Due to delays caused by the buyer's lender, the City did not meet the deadline to dispose of 254 Parc Place Drive by this date. The sale of this property will bring the City into compliance.

254 Parc Place Drive Unit Purchase

The current tenant has been diligently pursuing the purchase of the unit. Staff certified that she is income-eligible to purchase the unit and is a first-time homebuyer, thus meeting two requirements in the City's Below Market Rate program.

As part of the sale, the homebuyer will be required to sign the City's Resale Restriction Agreement, Option to Purchase, and adhere to its owner-occupied requirement. The Resale Restriction will limit the appreciation in the unit and will give the City the purchase option on the unit if the unit falls into default. Staff will monitor the unit to ensure that it will continue to be the primary residence of the occupant through the required Annual Occupancy form.

FISCAL IMPACT:

Proceeds from the sale will be posted into the Housing Authority Fund for future appropriation.

California Environmental Quality Act (CEQA):

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).

RECOMMENDATION:

1. Adopt the resolution authorizing the Executive Director of the Milpitas Housing Authority to execute documents for the sale of the residential property located at 254 Parc Place Drive in the amount of $278,315.

2. Approve related budget amendments due to the sale of the property located at 254 Parc Place Drive in the amount of $278,315.

Attachment(s):

1. Sale of 254 Parc Place Resolution
2. Purchase Agreement
3. Resale Restriction Agreement
4. 254 Parc Place Budget Change Form

RESOLUTION NO. _____

A RESOLUTION OF THE HOUSING AUTHORITY COMMISSION OF THE CITY OF MILPITAS APPROVING THE SALE OF 254 PARC PLACE DRIVE FOR $278,315

WHEREAS, the Redevelopment Agency of the City of Milpitas provided funding to financially support 1,248 affordable housing units; and

WHEREAS, on June 16, 2009, the Redevelopment Agency approved Resolution No. RA 334 to purchase 254 Parc Place Drive; and

WHEREAS, on August 1, 2013, the Milpitas Housing Authority entered into a Residential Lease and Option to Purchase Agreement ("Agreement") with Marisela Campos in which the Agreement provided the tenant the opportunity to purchase the unit; and

WHEREAS, the Agreement also stipulated that the purchase price of the unit shall not exceed $250,000 and acknowledged $18,315 in past-due rent and $10,000 seller credit; and

WHEREAS, pursuant to ABx1 26 enacted effective June 28, 2011, as clarified and amended by AB 1484 effective June 27, 2012, (collectively, the "Redevelopment Dissolution Law"):

1. The Redevelopment Agency, together with every redevelopment agency in California, was dissolved as of February 1, 2012; and

2. The City of Milpitas Housing Authority (the "Housing Authority") Commission, the City Council, and the Agency Board of Directors adopted Joint Resolution HA3/8151/RA426 on January 4, 2012, whereby (a) the City, acting in a separate legal capacity and as a separate legal entity, elected to be the successor agency (the "Successor Agency") to the dissolved Redevelopment Agency for purposes of paying the obligations, unwinding the affairs, and liquidating specified assets of the dissolved Redevelopment Agency; and (b) the Housing Authority, acting in a separate legal capacity and as a separate legal entity, assumed the responsibility of performing the housing functions and accepted transfer of all assets of the dissolved Agency pursuant to California Health and Safety Code Section 34176(b)(2); and

WHEREAS, the Successor Agency does not have a legal interest in the subject of this Resolution since it involves assets now in the control of the Housing Authority under the Redevelopment Dissolution Law, but out of an abundance of caution, so that no cloud will remain on the validity of actions taken herein, the Successor Agency does act in concurrence with the other Public Entity parties; and

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

1. The Housing Authority Commission, the City Council, and the Successor Agency Board have considered the full record before them, which includes, but is not limited to, the supporting documentation, testimony by staff and the public, and other materials and

evidence submitted or provided to them. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.

2. The Successor Agency Board and Housing Authority Commission hereby authorize their Executive Directors or designees, to negotiate and execute all documents necessary for the sale of 254 Parc Place Drive in the amount of $278,315 including but not limited to the Purchase Agreement, Resale Restriction Agreement and Option to Purchase.

3. The Housing Authority Commission, the City Council, and the Successor Agency Board hereby designate the City Clerk as the custodian of the documents and other materials which constitute the record of proceedings upon which the decision herein is based. These documents may be found at the City Clerk's Office at 445 East Calaveras Street, Milpitas, California 95035.

PASSED AND ADOPTED this _____ day of _____ 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

_____
Suzanne Guzzetta, City Clerk

APPROVED:

_____
Rich Tran, Mayor

APPROVED AS TO FORM:

_____
Michael Mutalipassi, City Attorney

Item # C13.

CALIFORNIA ASSOCIATION OF REALTORS®

FHA/VA Amendatory Clause
(C.A.R. Form FVAC, Revised 12/21)

This is an addendum to the Purchase Agreement, OR ☐ Other _____ ("Agreement"), dated 9/7/2022, on property known as 254 Parc Place Drive, Milpitas, CA 95035 ("Property"), between Marisela Campos ("Buyer"), and Owner of Record Milpitas Housing Authority ("Seller"). Buyer and Seller are referred to as the "Parties"

1. "It is expressly agreed that notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender setting forth the appraised value of the property of not less than $ 278,315. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure or Department of Veterans Affairs will guaranty. Neither HUD or VA warrant the value or the condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable."

   If, after signing this Amendatory Clause, the purchase price increases, Buyer and Seller agree to sign, before Close Of Escrow, a new amendatory clause that reflects the final purchase price agreed to by Buyer and Seller.

   For FHA transactions, the Amendatory Clause is not required on HUD REO sales, sales where the seller is Fannie Mae, Freddie Mac, the Department of Veterans Affairs, Rural Housing Services, other Federal, State and local government agencies, mortgagees disposing of REO assets, or sellers at foreclosure sales and those sales where the borrower will not be an owner-occupant (e.g., sales to nonprofit agencies).

2. **CERTIFICATION:** The undersigned Buyer, Seller, and real estate agent(s) or broker(s) hereby certify that the terms and conditions of the sales contract referenced above are true to the best of their knowledge and belief and that any other agreement entered into by any of the parties in connection with the real estate transaction is part of, or attached to, the sales agreement.

   WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties can include fine, imprisonment, or both. Title 18 U.S. Code § 1001 et seq.

By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Amendatory Clause.

Buyer DocuSigned by: E9BDC7BB9DED4E0... Marisela Campos Date 10/10/2022 | 4:41 PM EDT

Buyer _____ Date _____

Seller Milpitas Housing Authority Owner of Record Date _____

Seller _____ Date _____

Buyer's Real Estate Broker Prosper Real Estate DRE Lic. 02014153

By DocuSigned by: Mark Schweller DRE Lic. #01437289 Date 10/10/2022 | 1:20 PM PDT

Address 6446 Green Castle Circle, Discovery Bay, CA 94505 City Discovery Bay State CA Zip 94505

Telephone 925-819-1072 Fax _____ Email mark@prospercalifornia.com

Seller's Real Estate Broker Bayview Residential Brokerage DRE Lic. #01498198

By Glenda Queensbury DRE Lic. #01365035 Date 10/11/22

Address _____ City _____ State _____ Zip _____

Telephone (408) 921-2257 Fax _____ Email _____

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EQUAL HOUSING OPPORTUNITY

Item # C13.

CALIFORNIA ASSOCIATION OF REALTORS®

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. FORM RPA, Revised 6/22)

Date Prepared: 10/10/2022

1. **OFFER:**
   A. **THIS IS AN OFFER FROM** Marisela Campos ("Buyer").
   B. **THE PROPERTY** to be acquired is 254 Parc Place Drive, situated in Milpitas (City), Santa Clara County (County), California, 95035 (Zip Code), Assessor's Parcel No(s). _____ ("Property").
   (Postal/Mailing address may be different from city jurisdiction. Buyer is advised to investigate.)
   C. **THE TERMS OF THE PURCHASE ARE SPECIFIED BELOW AND ON THE FOLLOWING PAGES.**
   D. Buyer and Seller are referred to herein as the "Parties." Brokers and Agents are **not** Parties to this Agreement.
2. **AGENCY:**
   A. **DISCLOSURE:** The Parties each acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD) if represented by a real estate licensee. Buyer's Agent is not legally required to give to Seller's Agent the AD form Signed by Buyer. Seller's Agent is not legally obligated to give to Buyer's Agent the AD form Signed by Seller.
   B. **CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction.
   Seller's Brokerage Firm Bayview Residential Brokerage License Number 01498198
   Is the broker of (check one): ☒ the Seller; or ☐ both the Buyer and Seller (Dual Agent).
   Seller's Agent Glenda Queensbury License Number 01365035
   Is (check one): ☒ the Seller's Agent (Salesperson or broker associate); or ☐ both the Buyer's and Seller's Agent (Dual Agent).
   Buyer's Brokerage Firm Prosper Real Estate License Number 02014153
   Is the broker of (check one): ☒ the Buyer; or ☐ both the Buyer and Seller (Dual Agent).
   Buyer's Agent Mark Schweller License Number 01437289
   Is (check one): ☒ the Buyer's Agent (Salesperson or broker associate); or ☐ both the Buyer's and Seller's Agent (Dual Agent).
   C. ☐ More than one Brokerage represents ☐ Seller, ☐ Buyer. See, Additional Broker Acknowledgement (C.A.R. Form ABA).
   D. **POTENTIALLY COMPETING BUYERS AND SELLERS:** The Parties each acknowledge receipt of a ☑ "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).
3. **TERMS OF PURCHASE AND ALLOCATION OF COSTS:** The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 16 pages. The Parties are advised to read all 16 pages.

A	5, 5B (cash)	**Purchase Price**	$ 278,315	☐ All Cash
B		**Close Of Escrow (COE)**	30 Days after Acceptance OR on _____ (date)	
C	32A	**Expiration of Offer**	3 calendar days after all Buyer Signature(s) or _____ (date), at 5PM or _____ ☐ AM/☐ PM	
D(1)	5A(1)	**Initial Deposit Amount**	$ 8,346.45 (3.00 % of purchase price) (% number above is for calculation purposes and is not a contractual term)	within 3 (or _____) business days after Acceptance by wire transfer **OR** ☐ _____
D(2)	5A(2)	☐ **Increased Deposit** **(Money placed into escrow after the initial deposit. Use form DID at time increased deposit is made.)**	$ _____ (_____% of purchase price) (% number above is for calculation purposes and is not a contractual term)	Upon removal of all contingencies **OR** ☐ _____ (date) **OR** ☐ _____
E(1)	5C(1)	**Loan Amount(s):** First Interest Rate Points If FHA or VA checked, Deliver list of lender required repairs	$ 258,923 (96.50 % of purchase price) Fixed rate or ☐ Initial adjustable rate, not to exceed _____% Buyer to pay zero points or up to _____% of the loan amount 17 (or _____) Days after Acceptance	Conventional or, if checked, ☒ FHA ☐ VA (CAR Forms FVAC, HID attached) ☐ Seller Financing ☐ Other: _____
E(2)	5C(2)	Additional Financed Amount Interest Rate Points	$ _____ (_____% of purchase price) Fixed rate or ☐ Initial adjustable rate, not to exceed _____% Buyer to pay zero points or up to _____% of the loan amount	Conventional or, if checked, ☐ Seller Financing ☐ Other: _____
E(3)	7A	**Occupancy Type**	Primary, or if checked, ☐ Secondary ☐ Investment	
F	5D	**Balance of Down Payment**	$ 11,045.55	
		PURCHASE PRICE TOTAL	$ 278,315	

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Buyer's Initials DS MC / _____ Seller's Initials _____ / _____

254 Parc Place Drive, Milpitas, CA 95035
Mark Schweller
Phone: 925-819-1072 Fax:
254 Parc Place

Property Address: 254 Parc Place Drive, Milpitas, CA 95035 Date: 10/10/2022

Item # C13.

	Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
G(1)	5E	**Seller Credit, if any, to Buyer**	☒ $ 10,000 (3.59 % of purchase price) (% number above is for calculation purposes and is not a contractual term)	Seller credit to be applied to closing costs OR ☐ Other: _____
G(2)	**ADDITIONAL FINANCE TERMS:** _____			
H(1)	5B	**Verification of All Cash** (sufficient funds)	Attached to the offer or ☐ 3 (or _____) Days after Acceptance	
H(2)	6A	**Verification of Down Payment and Closing Costs**	Attached to the offer or ☐ 3 (or _____) Days after Acceptance	
H(3)	6B	**Verification of Loan Application**	Attached to the offer or ☐ 3 (or _____) Days after Acceptance	☐ Prequalification ☐ Preapproval ☐ Fully underwritten preapproval
I			**Intentionally Left Blank**	
J	16	**Final Verification of Condition**	5 (or _____) Days prior to COE	
K	23	**Assignment Request**	17 (or _____) Days after Acceptance	
L	8	**CONTINGENCIES**	**TIME TO REMOVE CONTINGENCIES**	**CONTINGENCY REMOVED**
L(1)	8A	**Loan(s)**	17 (or _____) Days after Acceptance	☐ No loan contingency
L(2)	8B	**Appraisal:** Appraisal contingency based upon appraised value at a minimum of purchase price or ☐ $ _____	17 (or _____) Days after Acceptance	☐ No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC.
L(3)	8C, 12	**Investigation of Property**	17 (or _____) Days after Acceptance	REMOVAL OR WAIVER OF CONTINGENCY: Any contingency in L(1)-L(7) may be removed or waived by checking the applicable box above or attaching a Contingency Removal (C.A.R. Form CR) and checking the applicable box therein. Removal or Waiver at time of offer is against Agent advice. See **paragraph 8H.** ☐ **CR attached**
		Informational Access to Property	17 (or _____) Days after Acceptance	
		Buyer's right to access the Property for informational purposes is **NOT** a contingency, does **NOT** create cancellation rights, and applies even if contingencies are removed.		
L(4)	8D, 14A	**Review of Seller Documents**	17 (or _____) Days after Acceptance, or 5 Days after receipt, whichever is later	
L(5)	8E, 13A	**Preliminary ("Title") Report**	17 (or _____) Days after Acceptance or 5 Days after receipt, whichever is later	
L(6)	8F, 11K	**Common Interest Disclosures** required by Civil Code § 4525 or this Agreement	17 (or _____) Days after Acceptance, or 5 Days after receipt, whichever is later	
L(7)	8G, 9B(6)	**Review of leased or liened items** (Such as for solar panels or propane tanks or PACE or HERO liens)	17 (or _____) Days after Acceptance, or 5 Days after receipt, whichever is later	
L(8)	8J	**Sale of Buyer's Property** Sale of Buyer's property is not a contingency, UNLESS checked here: ☐ **C.A.R. Form COP attached**		
M		**Possession**	**Time for Performance**	**Additional Terms**
M(1)		**Time of Possession**	Upon notice of recordation, OR ☐ 6 PM or _____ ☐ AM/☐ PM on date specified, as applicable, in 3M(2) or attached TOPA.	
M(2)	7C	**Seller Occupied or Vacant units**	COE date or, if checked below, ☐ _____ days after COE (29 or fewer days) ☐ _____ days after COE (30 or more days)	C.A.R. Form SIP attached if 29 or fewer days. C.A.R. Form RLAS attached if 30 or more days.
M(3)		**Tenant Occupied units**	See Tenant Occupied Property Addendum (C.A.R. form TOPA)	If tenant occupied ☐ TOPA or ☐ Other, attached
N		**Documents/Fees/Compliance**	**Time for Performance**	
N(1)	14A	Seller Delivery of Documents	7 (or _____) Days after Acceptance	
N(2)	19B	Sign and return Escrow Holder Provisions and Instructions	5 (or _____) Days after receipt	
N(3)	11K(2)	Time to pay fees for ordering HOA Documents	3 (or _____) Days after Acceptance	
N(4)	10B(1)	Install smoke alarm(s), CO detector(s), water heater bracing	7 (or _____) Days after Acceptance	
N(5)	28	Evidence of representative authority	3 Days after Acceptance	
O			**Intentionally Left Blank**	

P	Items Included and Excluded
P(1)	9 — **Items Included - All Items specified in Paragraph 9B are included and the following, if checked:**

☒ Stove(s), oven(s), stove/oven combo(s);
☒ Refrigerator(s);
☐ Wine Refrigerator(s);
☒ Washer(s);
☒ Dryer(s);
☒ Dishwasher(s);
☒ Microwave(s);
☐ Video doorbell(s);
☐ Security camera equipment;
☐ Security system(s)/alarm(s), other than separate video doorbell and camera equipment;
☐ Smart home control devices;
☐ Wall mounted brackets for video or audio equipment;
☐ Above-ground pool(s) / ☐ spa(s);
☒ Bathroom mirrors, unless excluded below;
☐ Electric car charging systems and stations;
☐ Potted trees/shrubs;

Additional Items Included:
☐ _____. ☐ _____. ☐ _____. ☐ _____.

P(2) **Excluded Items:**
☐ _____; ☐ _____; ☐ _____;

Q	Allocation of Costs			
	Paragraph #	Item Description	Who Pays (if Both is checked, cost to be split equally unless Otherwise Agreed)	Additional Terms
Q(1)	10A, 11A	Natural Hazard Zone Disclosure Report, including tax information	☐ Buyer ☒ Seller ☐ Both _____	☐ Environmental ☐ Other _____ ☐ Provided by: _____
Q(2)		_____ Report	☐ Buyer ☐ Seller ☐ Both _____	
Q(3)		_____ Report	☐ Buyer ☐ Seller ☐ Both _____	
Q(4)	10B(1)	Smoke alarms, CO detectors, water heater bracing	☐ Buyer ☐ Seller ☐ Both _____	
Q(5)	10A 10B(2)	Government Required Point of Sale **inspections, reports**	☐ Buyer ☐ Seller ☐ Both _____	
Q(6)	10B(2)(A)	Government Required Point of Sale **corrective/remedial actions**	☐ Buyer ☐ Seller ☐ Both _____	
Q(7)	19B	Escrow Fees	☐ Buyer ☐ Seller ☐ Both _____ ☒ Each to pay their own fees	Escrow Holder: *Seller's Choice*
Q(8)	13	Owner's title insurance policy	☐ Buyer ☐ Seller ☒ Both *50/50*	Title Company (If different from Escrow Holder):
Q(9)		Buyer's Lender title insurance policy	Buyer	Unless Otherwise Agreed, Buyer shall purchase any title insurance policy insuring Buyer's lender.
Q(10)		County transfer tax, fees	☐ Buyer ☒ Seller ☐ Both _____	
Q(11)		City transfer tax, fees	☐ Buyer ☒ Seller ☐ Both _____	
Q(12)	11K(2)	HOA fee for preparing disclosures	Seller	
Q(13)		HOA certification fee	Buyer	
Q(14)		HOA transfer fees	☐ Buyer ☒ Seller ☐ Both _____	Unless Otherwise Agreed, Seller shall pay for separate HOA move-out fee and Buyer shall pay for separate move-in fee. Applies if separately billed or itemized with cost in transfer fee.
Q(15)		Private transfer fees	Seller, or if checked, ☐ Buyer ☐ Both	
Q(16)		_____ fees or costs	☐ Buyer ☐ Seller ☐ Both _____	
Q(17)		_____ fees or costs	☐ Buyer ☐ Seller ☐ Both _____	
Q(18)	10C	Home warranty plan: _____	☐ Buyer ☐ Seller ☐ Both _____ ☒ Buyer waives home warranty plan	Cost not to exceed $ _____. Issued by: _____

R **OTHER TERMS:** _____

4. **PROPERTY ADDENDA AND ADVISORIES:** (check all that apply)
   A. **PROPERTY TYPE ADDENDA:** This Agreement is subject to the terms contained in the Addenda checked below:
   ☐ Probate Agreement Purchase Addendum (C.A.R. Form PA-PA)
   ☐ Manufactured Home Purchase Addendum (C.A.R. Form MH-PA)
   ☐ Tenant Occupied Property Addendum (C.A.R. Form TOPA) (Should be checked whether current tenants will remain or not.)
   ☐ Tenancy in Common Purchase Addendum (C.A.R. Form TIC-PA)
   ☐ Stock Cooperative Purchase Addendum (C.A.R. Form COOP-PA)
   ☐ Other _____

   B. **OTHER ADDENDA:** This Agreement is subject to the terms contained in the Addenda checked below:
   ☐ Addendum #_____ (C.A.R. Form ADM) ☐ Short Sale Addendum (C.A.R. Form SSA)
   ☐ Back Up Offer Addendum (C.A.R. Form BUO) ☐ Court Confirmation Addendum (C.A.R. Form CCA)
   ☐ Septic, Well, Property Monument and Propane Addendum (C.A.R. Form SWPI)
   ☐ Buyer Intent to Exchange Addendum (C.A.R. Form BXA) ☐ Seller Intent to Exchange Addendum (C.A.R. Form SXA)
   ☐ Other _____ ☐ Other _____

   C. **BUYER AND SELLER ADVISORIES: (Note: All Advisories below are provided for reference purposes only and are not intended to be incorporated into this Agreement.)**
   ☑ Buyer's Investigation Advisory (C.A.R. Form BIA) ☑ Fair Housing and Discrimination Advisory (C.A.R. Form FHDA)
   ☑ Wire Fraud Advisory (C.A.R. Form WFA) ☑ Cal. Consumer Privacy Act Advisory (C.A.R. Form CCPA) (Parties may also receive a privacy disclosure from their own Agent.)
   ☐ Wildfire Disaster Advisory (C.A.R. Form WFDA) ☐ Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
   ☐ Trust Advisory (C.A.R. Form TA) ☐ Short Sale Information and Advisory (C.A.R. Form SSIA)
   ☐ REO Advisory (C.A.R. Form REO) ☐ Probate Advisory (C.A.R. Form PA)
   ☐ Other: _____ ☐ Other _____

5. **ADDITIONAL TERMS AFFECTING PURCHASE PRICE**: Buyer represents that funds will be good when deposited with Escrow Holder.
   A. **DEPOSIT:**
   (1) **INITIAL DEPOSIT:** Buyer shall deliver deposit directly to Escrow Holder. If a method other than wire transfer is specified in **paragraph 3D(1)** and such method is unacceptable to Escrow Holder, then upon notice from Escrow Holder, delivery shall be by wire transfer.
   (2) **INCREASED DEPOSIT:** Increased deposit specified in **paragraph 3D(2)** is to be delivered to Escrow Holder in the same manner as the Initial Deposit. If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount by signing a new liquidated damages clause (C.A.R. Form DID) at the time the increased deposit is delivered to Escrow Holder.
   (3) **RETENTION OF DEPOSIT: Paragraph 29, if initialed by all Parties or otherwise incorporated into this Agreement, specifies a remedy for Buyer's default. Buyer and Seller are advised to consult with a qualified California real estate attorney before adding any other clause specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase. Any such clause shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code.**
   B. **ALL CASH OFFER:** If an all cash offer is specified in **paragraph 3A**, no loan is needed to purchase the Property. This Agreement is NOT contingent on Buyer obtaining a loan. Buyer shall, within the time specified in **paragraph 3H(1)**, Deliver written verification of funds sufficient for the purchase price and closing costs.
   C. **LOAN(S):**
   (1) **FIRST LOAN:** This loan will provide for conventional financing **UNLESS** FHA, VA, Seller Financing (C.A.R. Form SFA), or Other is checked in **paragraph 3E(1)**.
   (2) **ADDITIONAL FINANCED AMOUNT:** If an additional financed amount is specified in **paragraph 3E(2)**, that amount will provide for conventional financing **UNLESS** Seller Financing (C.A.R. Form SFA), or Other is checked in **paragraph 3E(2)**.
   (3) **BUYER'S LOAN STATUS:** Buyer authorizes Seller and Seller's Authorized Agent to contact Buyer's lender(s) to determine the status of any Buyer's loan specified in **paragraph 3E**, or any alternate loan Buyer pursues, whether or not a contingency of this Agreement. If the contact information for Buyer's lender(s) is different from that provided under the terms of **paragraph 6B**, Buyer shall Deliver the updated contact information within 1 Day of Seller's request.
   (4) **FHA/VA: If FHA or VA is checked in paragraph 3E(1),** a FHA/VA amendatory clause (C.A.R. Form FVAC) shall be incorporated and Signed by all Parties. Buyer shall, within the time specified in **paragraph 3E(1),** Deliver to Seller written notice (C.A.R. Form RR or AEA) **(i)** of any lender requirements that Buyer requests Seller to pay for or otherwise correct or **(ii)** that there are no lender requirements. Notwithstanding Seller's agreement that Buyer may obtain FHA or VA financing, Seller has no obligation to pay or satisfy any or all lender requirements unless agreed in writing.
   D. **BALANCE OF PURCHASE PRICE (DOWN PAYMENT, paragraph 3F) (including all-cash funds)** to be deposited with Escrow Holder pursuant to Escrow Holder instructions.
   E. **LIMITS ON CREDITS TO BUYER:** Any credit to Buyer as specified in **paragraph 3G(1)** or Otherwise Agreed, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender, if any, and made at Close Of Escrow. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then **(i)** the Contractual Credit from Seller shall be reduced to the Lender Allowable Credit, and **(ii)** in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.

6. **ADDITIONAL FINANCING TERMS:**
   A. **VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS:** Written verification of Buyer's down payment and closing costs, within the time specified in **paragraph 3H(2)** may be made by Buyer or Buyer's lender or loan broker pursuant to **paragraph 6B**.
   B. **VERIFICATION OF LOAN APPLICATIONS:** Buyer shall Deliver to Seller, within the time specified in **paragraph 3H(3)** a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in **paragraph 3E**. If any loan specified in **paragraph 3E** is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate.

C. **BUYER STATED FINANCING:** Seller is relying on Buyer's representation of the type of financing specified (including, but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price, and to sell to Buyer in reliance on Buyer's specified financing. Buyer shall pursue the financing specified in this Agreement, even if Buyer also elects to pursue an alternative form of financing. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in this Agreement but shall not interfere with closing at the purchase price on the COE date (**paragraph 3B**) even if based upon alternate financing. Buyer's inability to obtain alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

7. CLOSING AND POSSESSION:

A. **OCCUPANCY:** Buyer intends to occupy the Property as indicated in **paragraph 3E(3)**. Occupancy may impact available financing.

B. **CONDITION OF PROPERTY ON CLOSING:**

(1) Unless Otherwise Agreed: **(i)** the Property shall be delivered **"As-Is"** in its PRESENT physical condition as of the date of Acceptance; **(ii)** the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and **(iii)** all debris and personal property not included in the sale shall be removed by Close Of Escrow or at the time possession is delivered to Buyer, if not on the same date. If items are not removed when possession is delivered to Buyer, all items shall be deemed abandoned. Buyer, after first Delivering to Seller written notice to remove the items within **3 Days**, may pay to have such items removed or disposed of and may bring legal action, as per this Agreement, to receive reasonable costs from Seller.

(2) **Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller and Agents may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had all required permits issued and/or finalized.**

C. **SELLER REMAINING IN POSSESSION AFTER CLOSE OF ESCROW:** If Seller has the right to remain in possession after Close Of Escrow pursuant to **paragraph 3M(2)** or as Otherwise Agreed: The Parties are advised to **(i)** consult with their insurance and legal advisors for information about liability and damage or injury to persons and personal and real property; and **(ii)** consult with a qualified California real estate attorney where the Property is located to determine the ongoing rights and responsibilities of both Buyer and Seller with regard to each other, including possible tenant rights, and what type of written agreement to use to document the relationship between the Parties. Buyer is advised to consult with Buyer's lender about the impact of Seller's occupancy on Buyer's loan.

D. **At Close Of Escrow: (i)** Seller assigns to Buyer any assignable warranty rights for items included in the sale; and **(ii)** Seller shall Deliver to Buyer available Copies of any such warranties. Agents cannot and will not determine the assignability of any warranties.

E. Seller shall, on Close Of Escrow unless Otherwise Agreed and even if Seller remains in possession, provide keys, passwords, codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems, intranet and Internet-connected devices included in the purchase price, garage door openers, and all items included in either **paragraph 3P** or **paragraph 9**. If the Property is a condominium or located in a common interest development, Seller shall be responsible for securing or providing any such items for Association amenities, facilities, and access. Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.

8. CONTINGENCIES AND REMOVAL OF CONTINGENCIES:

A. **LOAN(S):**

(1) This Agreement is, **unless otherwise specified in paragraph 3L(1) or an attached CR form**, contingent upon Buyer obtaining the loan(s) specified. If contingent, Buyer shall act diligently and in good faith to obtain the designated loan(s). **If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan and Buyer is able to satisfy lender's non-appraisal conditions for closing the loan.**

(2) Buyer is advised to investigate the insurability of the Property as early as possible, as this may be a requirement for lending. Buyer's ability to obtain insurance for the Property, including fire insurance, is part of Buyer's Investigation of Property contingency. Failure of Buyer to obtain insurance may justify cancellation based on the Investigation contingency but not the loan contingency.

(3) Buyer's contractual obligations regarding deposit, balance of down payment and closing costs **are not contingencies** of this Agreement, unless Otherwise Agreed.

(4) If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.

(5) **NO LOAN CONTINGENCY:** If "No loan contingency" is checked in **paragraph 3L(1)**, obtaining any loan specified is NOT a contingency of this Agreement. If Buyer does not obtain the loan specified, and as a result is unable to purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

B. **APPRAISAL:**

(1) This Agreement is, **unless otherwise specified in paragraph 3L(2) or an attached CR form**, contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the amount specified in **paragraph 3L(2)**, without requiring repairs or improvements to the Property. Appraisals are often a reliable source to verify square footage of the subject Property. However, the ability to cancel based on the measurements provided in an appraisal falls within the Investigation of Property contingency. The appraisal contingency is solely limited to the value determined by the appraisal. For any cancellation based upon this appraisal contingency, Buyer shall Deliver a Copy of the written appraisal to Seller, upon request by Seller.

(2) **NO APPRAISAL CONTINGENCY:** If "No appraisal contingency" is checked in **paragraph 3L(2)**, then Buyer may not use the loan contingency specified in **paragraph 3L(1)** to cancel this Agreement if the sole reason for not obtaining the loan is that the appraisal relied upon by Buyer's lender values the property at an amount less than that specified in **paragraph 3L(2)**. If Buyer is unable to obtain the loan specified solely for this reason, Seller may be entitled to Buyer's deposit or other legal remedies.

(3) ☑ Fair Appraisal Act: The Parties acknowledge receipt of the attached Fair Appraisal Act Addendum (C.A.R. Form FAAA).

C. **INVESTIGATION OF PROPERTY:** This Agreement is, as specified in **paragraph 3L(3)**, contingent upon Buyer's acceptance of the condition of, and any other matter affecting, the Property. See **paragraph 12**.

D. **REVIEW OF SELLER DOCUMENTS:** This Agreement is, as specified in **paragraph 3L(4)**, contingent upon Buyer's review of Seller's documents required in **paragraph 14A**.

E. TITLE:

(1) This Agreement is, as specified in **paragraph 3L(5)**, contingent upon Buyer's ability to obtain the title policy provided for in **paragraph 13G** and on Buyer's review of a current Preliminary Report and items that are disclosed or observable even if not on record or not specified in the Preliminary Report, and satisfying Buyer regarding the current status of title. Buyer is advised to review all underlying documents and other matters affecting title, including, but not limited to, any documents or deeds referenced in the Preliminary Report and any plotted easements.

(2) Buyer has **5 Days** after receipt to review a revised Preliminary Report, if any, furnished by the Title Company and cancel the transaction if the revised Preliminary Report reveals material or substantial deviations from a previously provided Preliminary Report.

F. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES (IF APPLICABLE): This Agreement is, as specified in **paragraph 3L(6)**, contingent upon Buyer's review of Common Interest Disclosures required by Civil Code § 4525 and under **paragraph 11K** ("CI Disclosures").

G. BUYER REVIEW OF LEASED OR LIENED ITEMS CONTINGENCY: Buyer's review of and ability and willingness to assume any lease, maintenance agreement or other ongoing financial obligation, or to accept the Property subject to any lien, disclosed pursuant to **paragraph 9B(6)**, is, as specified in **paragraph 3L(7)**, a contingency of this Agreement. Any assumption of the lease shall not require any financial obligation or contribution by Seller. Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement if Buyer, by the time specified in **paragraph 3L(7)**, refuses to enter into any necessary written agreements to accept responsibility for all obligations of Seller-disclosed leased or liened items.

H. REMOVAL OR WAIVER OF CONTINGENCIES WITH OFFER: Buyer shall have no obligation to remove a contractual contingency unless Seller has provided all required documents, reports, disclosures, and information pertaining to that contingency. If Buyer does remove a contingency without first receiving all required information from Seller, Buyer is relinquishing any contractual rights that apply to that contingency. **If Buyer removes or waives any contingencies without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Agent.**

I. REMOVAL OF CONTINGENCY OR CANCELLATION:

(1) **For any contingency specified in paragraph 3L or 8, Buyer shall, within the applicable period specified, remove the contingency or cancel this Agreement.**

(2) For the contingencies for review of Seller Documents, Preliminary Report, and Condominium/Planned Development Disclosures, Buyer shall, within the time specified in **paragraph 3L** or **5 Days** after receipt of Seller Documents or CI Disclosures, whichever occurs later, remove the applicable contingency in writing or cancel this Agreement.

(3) If Buyer does not remove a contingency within the time specified, Seller, after first giving Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), shall have the right to cancel this Agreement.

J. SALE OF BUYER'S PROPERTY: This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer unless the Sale of Buyer's Property (C.A.R. Form COP) is checked as a contingency of this Agreement in **paragraph 3L(8)**.

9. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:

A. NOTE TO BUYER AND SELLER: Items listed as included or excluded in the Multiple Listing Service (MLS), flyers, marketing materials, or disclosures are NOT included in the purchase price or excluded from the sale unless specified in this paragraph or **paragraph 3P** or as Otherwise Agreed. Any items included herein are components of the home and are not intended to affect the price. All items are transferred without Seller warranty.

B. ITEMS INCLUDED IN SALE:

(1) All EXISTING fixtures and fittings that are attached to the Property;

(2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances and appliances for which special openings or encasements have been made (whether or not checked in **paragraph 3P**), window and door screens, awnings, shutters, window coverings (which includes blinds, curtains, drapery, shutters or any other materials that cover any portion of the window), attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment (including, but not limited to, any cleaning equipment such as motorized/automatic pool cleaners, pool nets, pool covers), garage door openers/remote controls, mailbox, in-ground landscaping, water features and fountains, water softeners, water purifiers, light bulbs (including smart bulbs) and all items specified as included in **paragraph 3P**, **if currently existing at the time of Acceptance.**
Note: If Seller does not intend to include any item specified as being included above because it is not owned by Seller, whether placed on the Property by Agent, stager or other third party, the item should be listed as being excluded in **paragraph 3P** or excluded by Seller in a counter offer.

(3) Security System includes any devices, hardware, software, or control units used to monitor and secure the Property, including but not limited to, any motion detectors, door or window alarms, and any other equipment utilized for such purpose. If checked in **paragraph 3P**, all such items are included in the sale, whether hard wired or not.

(4) Home Automation (Smart Home Features) includes any electronic devices and features including, but not limited to, thermostat controls, kitchen appliances not otherwise excluded, and lighting systems, that are connected (hard wired or wirelessly) to a control unit, computer, tablet, phone, or other "smart" device. Any Smart Home devices and features that are physically affixed to the real property, and also existing light bulbs, are included in the sale. Buyer is advised to use **paragraph 3P(1)** or an addendum to address more directly specific items to be included. Seller is advised to use a counter offer to address more directly any items to be excluded.

(5) Non-Dedicated Devices: If checked in **paragraph 3P**, all smart home and security system control devices are included in the sale, except for any non-dedicated personal computer, tablet, or phone used to control such features. Buyer acknowledges that a separate device and access to wifi or Internet may be required to operate some smart home features and Buyer may have to obtain such device after Close Of Escrow. Buyer is advised to change all passwords and ensure the security of any smart home features.

(6) **LEASED OR LIENED ITEMS AND SYSTEMS:** Seller, within the time specified in **paragraph 3N(1)**, shall **(i)** disclose to Buyer if any item or system specified in **paragraph 3P** or **9B** or otherwise included in the sale is leased, or not owned by Seller, or is subject to any maintenance or other ongoing financial obligation, or specifically subject to a lien or other encumbrance or loan, and **(ii)** Deliver to Buyer all written materials (such as lease, warranty, financing, etc.) concerning any such item.

(7) Seller represents that all items included in the purchase price, unless Otherwise Agreed, **(i)** are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to **paragraph 9B(6)**, and **(ii)** are transferred without Seller warranty regardless of value. Seller shall cooperate with the identification of any software or applications and Buyer's efforts to transfer any services needed to operate any Smart Home Features or other items included in this Agreement, including, but not limited to, utilities or security systems.

C. **ITEMS EXCLUDED FROM SALE:** Unless Otherwise Agreed, the following items are excluded from sale: **(i)** All items specified in **paragraph 3P(2); (ii)** audio and video components (such as flat screen TVs, speakers and other items) if any such item is not itself attached to the Property, even if a bracket or other mechanism attached to the component or item is attached to the Property; **(iii)** furniture and other items secured to the Property for earthquake or safety purposes. **Unless otherwise specified in paragraph 3P(1), brackets attached to walls, floors or ceilings for any such component, furniture or item will be removed and holes or other damage shall be repaired, but not painted.**

10. ALLOCATION OF COSTS:

A. **INSPECTIONS, REPORTS AND CERTIFICATES: Paragraphs 3Q(1), (2), (3), and (5)** only determines who is to pay for the inspection, test, certificate or service ("Report") mentioned; **it does not determine who is to pay for any work recommended or identified in the Report. Agreements for payment of required work should be specified elsewhere in paragraph 3Q, or 3R, or in a separate agreement (such as C.A.R. Forms RR, RRRR, ADM or AEA).**

B. **GOVERNMENT REQUIREMENTS AND CORRECTIVE OR REMEDIAL ACTIONS:**

(1) **LEGALLY REQUIRED INSTALLATIONS AND PROPERTY IMPROVEMENTS:** Any required installation of smoke alarm or carbon monoxide device(s) or securing of water heater shall be completed within the time specified in **paragraph 3N(4)** and paid by the Party specified in **paragraph 3Q(4)**. If Buyer is to pay for these items, Buyer, as instructed by Escrow Holder, shall deposit funds into escrow or directly to the vendor completing the repair or installation. Prior to Close Of Escrow, Seller shall Deliver to Buyer written statement(s) of compliance in accordance with any Law, unless Seller is exempt. If Seller is to pay for these items and does not fulfill Seller's obligation in the time specified, and Buyer incurs costs to comply with lender requirements concerning those items, Seller shall be responsible for Buyer's costs.

(2) **POINT OF SALE REQUIREMENTS:**

(A) Point of sale inspections, reports and repairs refer to any such actions required to be completed before or after Close Of Escrow that are required in order to close under any Law and paid by Party specified in **paragraphs 3Q(5) and 3Q(6)**. Unless Parties Otherwise Agree to another time period, any such repair, shall be completed prior to final verification of Property. If Buyer agrees to pay for any portion of such repair, Buyer, shall **(i)** directly pay to the vendor completing the repair or **(ii)** provide an invoice to Escrow Holder, deposit funds into escrow sufficient to pay for Buyer's portion of such repair and request Escrow Holder pay the vendor completing the repair.

(B) Buyer shall be provided, within the time specified in **paragraph 3N(1)**, unless Parties Otherwise Agree to another time period, a Copy of any required government-conducted or point-of-sale inspection report prepared pursuant to this Agreement or in anticipation of this sale of the Property.

(3) **REINSPECTION FEES:** If any repair in **paragraph 10B(1)** is not completed within the time specified and the lender requires an additional inspection to be made, Seller shall be responsible for any corresponding reinspection fee. If Buyer incurs costs to comply with lender requirements concerning those items, Seller shall be responsible for those costs.

(4) **INFORMATION AND ADVICE ON REQUIREMENTS:** Buyer and Seller are advised to seek information from a knowledgeable source regarding local and State mandates and whether they are point of sale requirements or requirements of ownership. Agents do not have expertise in this area and cannot ascertain all of the requirements or costs of compliance.

C. **HOME WARRANTY:**

(1) Buyer shall choose the coverages, regardless of any optional coverages indicated, of the home warranty plan and Buyer shall pay any cost of that plan, chosen by Buyer, that exceeds the amount allocated to Seller in **paragraph 3Q(18)**. Buyer is informed that home warranty plans have many optional coverages, including but not limited to, coverages for Air Conditioner and Pool/Spa. Buyer is advised to investigate these coverages to determine those that may be suitable for Buyer.

(2) **If Buyer waives the purchase of a home warranty plan in paragraph 3Q(18), Buyer may still purchase a home warranty plan, at Buyer's expense, prior to Close Of Escrow.**

11. STATUTORY AND OTHER DISCLOSURES (INCLUDING LEAD-BASED PAINT HAZARD DISCLOSURES) AND CANCELLATION RIGHTS:

A. **TDS, NHD, AND OTHER STATUTORY AND SUPPLEMENTAL DISCLOSURES:**

(1) Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer: unless exempt, fully completed disclosures or notices required by §§ 1102 et. seq. and 1103 et. seq. of the Civil Code ("Statutory Disclosures"). Statutory Disclosures include, but are not limited to, a Real Estate Transfer Disclosure Statement (C.A.R. Form TDS), Natural Hazard Disclosure Statement ("NHD"), notice or actual knowledge of release of illegal controlled substance, notice of special tax and/or assessments (or, if allowed, substantially equivalent notice regarding the Mello-Roos Community Facilities Act of 1982 and Improvement Bond Act of 1915) and, if Seller has actual knowledge, of industrial use and military ordnance location (C.A.R. Form SPQ or ESD), and, if the Property is in a high or very high fire hazard severity area, the information, notices, documentation, and agreements required by §§ 1102.6(f) and 1102.19 of the Civil Code (C.A.R. Form FHDS).

(2) The Real Estate Transfer Disclosure Statement required by this paragraph is considered fully completed if Seller has completed the section titled Coordination with Other Disclosure Forms by checking a box (Section I), and Seller has completed and answered all questions and Signed the Seller's Information section (Section II) and the Seller's Agent, if any, has completed and Signed the Seller's Agent's section (Section III), or, if applicable, an Agent Visual Inspection Disclosure (C.A.R. Form AVID). Section V acknowledgment of receipt of a Copy of the TDS shall be Signed after all previous sections, if applicable, have been completed. Nothing stated herein relieves a Buyer's Agent, if any, from the obligation to **(i)** conduct a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose, on Section IV of the TDS, or an AVID, material facts affecting the value or desirability of the Property that were or should have been revealed by such an inspection or **(ii)** complete any sections on all disclosures required to be completed by Buyer's Agent.

(3) Seller shall, within the time specified in **paragraph 3N(1)**, provide "Supplemental Disclosures" as follows: **(i)** unless exempt from the obligation to provide a TDS, complete a Seller Property Questionnaire (C.A.R. Form SPQ) by answering all questions and Signing and Delivering a Copy to Buyer; **(ii)** if exempt from the obligation to provide a TDS, complete an Exempt Seller Disclosure (C.A.R. Form ESD) by answering all questions and Signing and Delivering a Copy to Buyer.

(4) In the event Seller or Seller's Agent, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer under this paragraph, Seller shall, in writing, promptly provide a subsequent or amended TDS, Seller Property Questionnaire or other document, in writing, covering those items. Any such document shall be deemed an amendment to the TDS or SPQ. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware, or which are discovered by Buyer or disclosed in reports or documents provided to or ordered and paid for by Buyer.**

B. LEAD DISCLOSURES:
(1) Seller shall, within the time specified in **paragraph 3N(1)**, for any residential property built before January 1, 1978, unless exempted by Law, Deliver to Buyer a fully completed Federal Lead-Based Paint Disclosures (C.A.R. Form LPD) and pamphlet ("Lead Disclosures").
(2) Buyer shall, within the time specified in **paragraph 3L(3)**, have the opportunity to conduct a risk assessment or to inspect for the presence of lead-based paint hazards.

C. HOME FIRE HARDENING DISCLOSURE AND ADVISORY: For any transaction where a TDS is required, the property is located in a high or very high fire hazard severity zone, and the home was constructed before January 1, 2010 , Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer: **(i)** a home hardening disclosure required by law; and **(ii)** a statement of features of which the Seller is aware that may make the home vulnerable to wildfire and flying embers; and **(iii)** a final inspection report regarding compliance with defensible space requirements if one was prepared pursuant to Government Code § 51182 (C.A.R. Form FHDS).

D. DEFENSIBLE SPACE DISCLOSURE AND ADDENDUM: For any transaction in which a TDS is required and the property is located in a high or very high fire hazard severity zone, Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer **(i)** a disclosure of whether the Property is in compliance with any applicable defensible space laws designed to protect a structure on the Property from fire; and **(ii)** an addendum allocating responsibility for compliance with any such defensible space law (C.A.R. Form FHDS).

E. WAIVER PROHIBITED: Waiver of Statutory, Lead, and other Disclosures in **paragraphs 11A(1)**, **11B**, **11C**, and **11D** are prohibited by Law.

F. RETURN OF SIGNED COPIES: Buyer shall, within the time specified in **paragraph 3L(3)** OR **5 Days** after Delivery of any disclosures specified in **paragraphs 11 A**, **B**, **C** or **D**, and defensible space addendum in **paragraph 11D**, whichever is later, return Signed Copies of the disclosures, and if applicable, addendum, to Seller.

G. TERMINATION RIGHTS:
(1) **Statutory and Other Disclosures:** If any disclosure specified in **paragraphs 11A**, **B**, **C**, **or D**, or subsequent or amended disclosure to those just specified, is Delivered to Buyer after the offer is Signed, Buyer shall have the right to terminate this Agreement within **3 Days** after Delivery in person, or **5 Days** after Delivery by deposit in the mail, or by an electronic record or email satisfying the Uniform Electronic Transactions Act (UETA), by giving written notice of rescission to Seller or Seller's Authorized Agent. If Buyer does not rescind within this time period, Buyer has been deemed to have approved the disclosure and shall not have the right to cancel.
(2) **Defensible Space Compliance:** If, by the time specified in **paragraph 11F**, Buyer does not agree to the terms regarding defensible space compliance Delivered by Seller, as indicated by mutual signatures on the FHDS, then Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement.

H. WITHHOLDING TAXES: Buyer and Seller hereby instruct Escrow Holder to withhold the applicable required amounts to comply with federal and California withholding Laws and forward such amounts to the Internal Revenue Service and Franchise Tax Board, respectively. However, no federal withholding is required if, prior to Close Of Escrow, Seller Delivers **(i)** to Buyer and Escrow Holder a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law (FIRPTA); **OR (ii)** to a qualified substitute (usually a title company or an independent escrow company) a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law AND the qualified substitute Delivers to Buyer and Escrow Holder an affidavit signed under penalty of perjury (C.A.R. Form QS) that the qualified substitute has received the fully completed Seller's affidavit and the Seller states that no federal withholding is required; **OR (iii)** to Buyer other documentation satisfying the requirements under Internal Revenue Code § 1445 (FIRPTA). No withholding is required under California Law if, prior to Close Of Escrow, Escrow Holder has received sufficient documentation from Seller that no withholding is required, and Buyer has been informed by Escrow Holder.

I. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to § 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at **www.meganslaw.ca.gov**. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)

J. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES: This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at **http://www.npms.phmsa.dot.gov/**. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Website. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)

K. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:
(1) Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer whether the Property is a condominium or is located in a planned development, other common interest development, or otherwise subject to covenants, conditions, and restrictions (C.A.R. Form SPQ or ESD).
(2) If the Property is a condominium or is located in a planned development or other common interest development with a HOA, Seller shall, within the time specified in **paragraph 3N(3)**, order from, and pay any required fee as specified in **paragraph 3Q(12)** for the following items to the HOA (C.A.R. Form HOA-IR): **(i)** Copies of any documents required by Law (C.A.R. Form HOA-RS); **(ii)** disclosure of any pending or anticipated claim or litigation by or against the HOA; **(iii)** a statement containing the location and number of designated parking and storage spaces; **(iv)** Copies of the most recent 12 months of HOA minutes for regular and special meetings; **(v)** the names and contact information of all HOAs governing the Property; **(vi)** pet restrictions; and **(vii)** smoking restrictions ("CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Seller shall, as directed by Escrow Holder, deposit funds into escrow or direct to HOA or management company to pay for any of the above.

L. NATURAL AND ENVIRONMENTAL HAZARDS: Seller shall, within the time specified in **paragraph 3N(1)**, if required by Law: **(i)** Deliver to Buyer the earthquake guide and environmental hazards booklet, and for all residential property with 1-4 units and any manufactured or mobile home built before January 1, 1960, fully complete and Deliver the Residential Earthquake Risk Disclosure Statement; and **(ii)** even if exempt from the obligation to provide a NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and **(iii)** disclose any other zone as required by Law and provide any other information required for those zones.

M. KNOWN MATERIAL FACTS: Seller shall, within the time specified in **paragraph 3N(1)**, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including, but not limited to, known insurance claims within the past five years, or provide Buyer with permission to contact lender to get such information (C.A.R. Form ARC), and make any and all other disclosures required by Law.

12. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:

A. Buyer shall, within the time specified in **paragraph 3L(3)**, have the right, at Buyer's expense unless Otherwise Agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations").

B. Buyer Investigations include, but are not limited to:

(1) Inspections regarding any physical attributes of the Property or items connected to the Property, such as:

(A) A general home inspection.

(B) An inspection for lead-based paint and other lead-based paint hazards.

(C) An inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2).

(D) Any other specific inspections of the physical condition of the land and improvements.

(2) All other Buyer Investigations, such as insurance, not specified above. See, Buyer's Investigation Advisory (C.A.R. Form BIA) for more.

(3) A review of reports, disclosures or information prepared by or for Seller and Delivered to Buyer pursuant to **paragraphs 3, 10, 11**, and **14A**.

C. Without Seller's prior written consent, Buyer shall neither make nor cause to be made: **(i)** invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report, which shall not include any holes or drilling through stucco or similar material; or **(ii)** inspections by any governmental building or zoning inspector or government employee, unless required by Law.

D. Seller shall make the Property available for all Buyer Investigations. Seller is not obligated to move any existing personal property. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is delivered to Buyer. Buyer shall, **(i)** by the time specified in **paragraph 3L(3)**, complete Buyer Investigations and satisfy themselves as to the condition of the Property, and either remove the contingency or cancel this Agreement, and **(ii)** by the time specified in **paragraph 3L(3)** or **3 Days** after receipt of any Investigation report, whichever is later, give Seller at no cost, complete Copies of all such reports obtained by Buyer, which obligation shall survive the termination of this Agreement. This Delivery of Investigation reports shall not include any appraisal, except an appraisal received in connection with an FHA or VA loan.

E. Buyer Indemnity and Seller protection for entry upon the Property: Buyer shall: **(i)** keep the Property free and clear of liens; **(ii)** repair all damage arising from Buyer Investigations; and **(iii)** indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.

13. TITLE AND VESTING:

A. Buyer shall, within the time specified in **paragraph 3N(1)**, be provided a current Preliminary Report by the person responsible for paying for the title report in **paragraph 3Q(8)**. If Buyer is responsible for paying, Buyer shall act diligently and in good faith to obtain such Preliminary Report within the time specified. The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities.

B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: **(i)** monetary liens of record unless Buyer is assuming those obligations or taking the Property subject to those obligations; and **(ii)** those matters which Seller has agreed to remove in writing. For any lien or matter not being transferred upon sale, Seller will take necessary action to deliver title free and clear of such lien or matter.

C. Seller shall within **7 Days** after request, give Escrow Holder necessary information to clear title.

D. Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer all matters known to Seller affecting title, whether of record or not.

E. If Buyer is a legal entity and the Property purchase price is at least $300,000 and the purchase price is made without a bank loan or similar form of external financing, a Geographic Targeting Order (GTO) issued by the Financial Crimes Enforcement Network, U.S. Department of the Treasury, requires title companies to collect and report certain information about the Buyer, depending on where the Property is located. Buyer agrees to cooperate with the title company's effort to comply with the GTO.

F. Buyer shall, after Close Of Escrow, receive a recorded grant deed or any other conveyance document required to convey title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's vesting instructions. The recording document shall contain Buyer's post-closing mailing address to enable Buyer's receipt of the recorded conveyance document from the County Recorder. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.

G. Buyer shall receive a "ALTA/CLTA Homeowner's Policy of Title Insurance" or equivalent policy of title insurance, if applicable to the type of property and buyer. Escrow Holder shall request this policy. If a ALTA/CLTA Homeowner's Policy of Title Insurance is not offered, Buyer shall receive a CLTA Standard Coverage policy unless Buyer has chosen another policy and instructed Escrow Holder in writing of the policy chosen and agreed to pay any increase in cost. Buyer should consult with the Title Company about the availability, and difference in coverage, and cost, if any, between a ALTA/CLTA Homeowner's Policy and a CLTA Standard Coverage policy and other title policies and endorsements. Buyer should receive notice from the Title Company on its Preliminary (Title) Report of the type of coverage offered. If Buyer is not notified on the Preliminary (Title) Report or is not satisfied with the policy offered, and Buyer nonetheless removes the contingency for Review of the Preliminary Report, Buyer will receive the policy as specified in this paragraph.

14. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).

A. SELLER DELIVERY OF DOCUMENTS: Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer all reports, disclosures and information ("Reports") for which Seller is responsible as specified in **paragraphs 9B(6), 10, 11A, 11B, 11C, 11D, 11H, 11K, 11L, 11M, 13A, and 13D.**

B. BUYER REVIEW OF DOCUMENTS; REPAIR REQUEST; CONTINGENCY REMOVAL OR CANCELLATION

(1) Buyer has the time specified in **paragraph 3** to: **(i)** perform Buyer Investigations; review all disclosures, reports, lease documents to be assumed by Buyer pursuant to **paragraph 9B(6)**, and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and **(ii)** Deliver to Seller Signed Copies of Statutory and Other Disclosures Delivered by Seller in accordance with **paragraph 11**.

(2) Buyer may, within the time specified in **paragraph 3L(3)**, request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests (C.A.R. Form RR or RRRR). If Seller does not agree or does not respond, Buyer is not contractually entitled to have the repairs or other requests made and may only cancel based on contingencies in this Agreement.

(3) Buyer shall, by the end of the times specified in **paragraph 3L** (or as Otherwise Agreed), Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement (C.A.R. Form CR or CC). However, if any report, disclosure, or information for which Seller is responsible, other than those in **paragraph 11A** or **11B**, is not Delivered within the time specified in **paragraph 3N(1)**, then Buyer has **5 Days** after Delivery of any such items, or the times specified in **paragraph 3L**, whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement. If Delivery of any Report occurs after a contractual contingency pertaining to that Report has already been waived or removed, the Delivery of the Report does not revive the contingency but there may be a right to terminate for a subsequent or amended disclosure under **paragraph 11G**.

(4) **Continuation of Contingency:** Even after the end of the time specified in **paragraph 3L** and before Seller cancels, if at all, pursuant to **paragraph 14C**, Buyer retains the right, in writing, to either **(i)** remove remaining contingencies, or **(ii)** cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to **paragraph 14C(1)**.

C. SELLER RIGHT TO CANCEL:

(1) **SELLER RIGHT TO CANCEL; BUYER CONTINGENCIES:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.

(2) **SELLER RIGHT TO CANCEL; BUYER CONTRACT OBLIGATIONS:** Seller, after first Delivering to Buyer a Notice to Buyer to Perform, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): **(i)** Deposit funds as required by **paragraph 3D(1)** or **3D(2)** or if the funds deposited pursuant to **paragraph 3D(1)** or **3D(2)** are not good when deposited; **(ii)** Deliver updated contact information for Buyer's lender(s) as required by **paragraph 5C(3)**; **(iii)** Deliver a notice of FHA or VA costs or terms, if any, as specified by **paragraph 5C(4)** (C.A.R. Form RR); **(iv)** Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by **paragraph 5B** or **6A**; **(v)** Deliver a letter as required by **paragraph 6B**; **(vi)** In writing assume or accept leases or liens specified in **paragraph 8G**; **(vii)** Return Statutory and Other Disclosures as required by **paragraph 11F**; **(viii)** Cooperate with the title company's effort to comply with the GTO as required by **paragraph 13E**; **(ix)** Sign or initial a separate liquidated damages form for an increased deposit as required by **paragraphs 5A(2)** and **29**; **(x)** Provide evidence of authority to Sign in a representative capacity as specified in **paragraph 28**; or **(xi)** Perform any additional Buyer contractual obligation(s) included in this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer and other expenses already paid by Escrow Holder pursuant to this Agreement prior to Seller's cancellation.

(3) **SELLER RIGHT TO CANCEL; SELLER CONTINGENCIES:** Seller may cancel this Agreement by good faith exercise of any Seller contingency included in this Agreement, or Otherwise Agreed, so long as that contingency has not already been removed or waived in writing.

D. BUYER RIGHT TO CANCEL:

(1) **BUYER RIGHT TO CANCEL; SELLER CONTINGENCIES:** If, by the time specified in this Agreement, Seller does not Deliver to Buyer a removal of the applicable contingency or cancellation of this Agreement, then Buyer, after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer and other expenses already paid by Escrow Holder pursuant to this Agreement prior to Buyer's cancellation.

(2) **BUYER RIGHT TO CANCEL; SELLER CONTRACT OBLIGATIONS:** If, by the time specified, Seller has not Delivered any item specified in **paragraph 3N(1)** or Seller has not performed any Seller contractual obligation included in this Agreement by the time specified, Buyer, after first Delivering to Seller a Notice to Seller to Perform, may cancel this Agreement.

(3) **BUYER RIGHT TO CANCEL; BUYER CONTINGENCIES:** Buyer may cancel this Agreement by good faith exercise of any Buyer contingency included in **paragraph 8**, or Otherwise Agreed, so long as that contingency has not already been removed in writing.

E. **NOTICE TO BUYER OR SELLER TO PERFORM:** The Notice to Buyer to Perform or Notice to Seller to Perform shall: **(i)** be in writing; **(ii)** be Signed by the applicable Buyer or Seller; and **(iii)** give the other Party at least **2 Days** after Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A Notice to Buyer to Perform or Notice to Seller to Perform may not be Delivered any earlier than **2 Days** prior to the Scheduled Performance Day to remove a contingency or cancel this Agreement or meet an obligation specified in **paragraph 14**, whether or not the Scheduled Performance Day falls on a Saturday, Sunday or legal holiday. If a Notice to Buyer to Perform or Notice to Seller to Perform is incorrectly Delivered or specifies a time less than the agreed time, the notice shall be deemed invalid and void, and Seller or Buyer shall be required to Deliver a new Notice to Buyer to Perform or Notice to Seller to Perform with the specified timeframe.

F. **EFFECT OF REMOVAL OF CONTINGENCIES:**

(1) **REMOVAL OF BUYER CONTINGENCIES:** If Buyer removes any contingency or cancellation rights, unless Otherwise Agreed, Buyer shall conclusively be deemed to have: **(i)** completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; **(ii)** elected to proceed with the transaction; and **(iii)** assumed all liability, responsibility and expense for the non-delivery of any reports, disclosures or information outside of Seller's control and for any Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.

(2) **REMOVAL OF SELLER CONTINGENCIES:** If Seller removes any contingency or cancellation rights, unless Otherwise Agreed, Seller shall conclusively be deemed to have: **(i)** satisfied themselves regarding such contingency, **(ii)** elected to proceed with the transaction; and **(iii)** given up any right to cancel this Agreement based on such contingency.

G. **DEMAND TO CLOSE ESCROW:** Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a Demand to Close Escrow (C.A.R. Form DCE). The DCE shall: **(i)** be Signed by the applicable Buyer or Seller; and **(ii)** give the other Party at least **3 Days** after Delivery to close escrow. A DCE may not be Delivered any earlier than **3 Days** prior to the Scheduled Performance Day for the Close Of Escrow. If a DCE is incorrectly Delivered or specifies a time less than the above timeframe, the DCE shall be deemed invalid and void, and Seller or Buyer shall be required to Deliver a new DCE.

H. **EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign and Deliver mutual instructions to cancel the sale and escrow and release deposits, if any, to the Party entitled to the funds, less **(i)** fees and costs paid by Escrow Holder on behalf of that Party, if required by this Agreement; and **(ii)** any escrow cancellation fee charged to that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. **A release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. A Party may be subject to a civil penalty of up to $1,000 for refusal to Sign cancellation instructions if no good faith dispute exists as to which Party is entitled to the deposited funds (Civil Code § 1057.3). Note: Neither Agents nor Escrow Holder are qualified to provide any opinion on whether either Party has acted in good faith or which Party is entitled to the deposited funds. Buyer and Seller are advised to seek the advice of a qualified California real estate attorney regarding this matter.**

15. **REPAIRS:** Repairs shall be completed prior to final verification of condition unless Otherwise Agreed. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. Buyer acknowledges that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: **(i)** obtain invoices and paid receipts for Repairs performed by others; **(ii)** prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and **(iii)** provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.

16. **FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property condition within the time specified in **paragraph 3J**, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: **(i)** the Property is maintained pursuant to **paragraph 7B**; **(ii)** Repairs have been completed as agreed; and **(iii)** Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).

17. **PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless Otherwise Agreed, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, Seller rental payments, HOA regular assessments due prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. Seller shall pay any HOA special or emergency assessments due prior to Close Of Escrow. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special or emergency assessments that are due after Close Of Escrow. Property will be reassessed upon change of ownership. Any supplemental tax bills delivered to Escrow Holder prior to closing shall be prorated and paid as follows: **(i)** for periods after Close Of Escrow, by Buyer; and **(ii)** for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). Seller agrees all service fees, maintenance costs and utility bills will be paid current up and through the date of Close Of Escrow. TAX BILLS AND UTILITY BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.

18. **BROKERS AND AGENTS:**

A. **COMPENSATION:** Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.

B. **SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Agent: **(i)** Does not decide what price Buyer should pay or Seller should accept; **(ii)** Does not guarantee the condition of the Property; **(iii)** Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; **(iv)** Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; **(v)** Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Agent; **(vi)** Shall not be responsible for inspecting public records or permits concerning the title or use of Property; **(vii)** Shall not be responsible for identifying the location of boundary lines or other items affecting title; **(viii)** Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; **(ix)** Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; **(x)** Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and **(xi)** Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

19. **JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:**
    A. **The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder,** which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: **paragraphs 1, 3A, 3B, 3D-G, 3N(2), 3Q, 3R, 4A, 4B, 5A(1-2) 5D, 5E, 10B(2)(A), 10B(3), 10C, 11H, 11K(2), 13 (except 13D), 14H, 17, 18A, 19, 23, 25, 27, 28, 32, 33, and paragraph 3 of the Real Estate Brokers Section.** If a Copy of the separate compensation agreement(s) provided for in **paragraph 18A** or **paragraph 3 of the Real Estate Brokers Section** is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned.
    B. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller shall Sign and return Escrow Holder's general provisions or supplemental instructions within the time specified in **paragraph 3N(2)**. Buyer and Seller shall execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within **3 Days**, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by **paragraphs 3, 8, 10, 11**, or elsewhere in this Agreement.
    C. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within **3 Days** after Acceptance. Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title Company when received from Seller, if a separate company is providing title insurance. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under **paragraph 11H**, Escrow Holder shall deliver to Buyer, Buyer's Agent, and Seller's Agent a Qualified Substitute statement that complies with federal Law. If Escrow Holder's Qualified Substitute statement does not comply with federal law, the Parties instruct escrow to withhold all applicable required amounts under **paragraph 11H**.
    D. Agents are not a party to the escrow, except for Brokers for the sole purpose of compensation pursuant to **paragraph 18A and paragraph 3 of the Real Estate Brokers Section**. If a Copy of the separate compensation agreement(s) provided for in either of those paragraphs is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s).Buyer and Seller irrevocably assign to Brokers compensation specified in **paragraph 18A**, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.
    E. Buyer and Seller acknowledge that Escrow Holder may require invoices for expenses under this Agreement. Buyer and Seller, upon request by Escrow Holder, within **3 Days** or within a sufficient time to close escrow, whichever is sooner, shall provide any such invoices to Escrow Holder.
    F. Upon receipt, Escrow Holder shall provide Buyer, Seller, and each Agent verification of Buyer's deposit of funds pursuant to **paragraphs 5A(1) and 5A(2)**. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify each Agent: **(i)** if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or **(ii)** if Buyer and Seller instruct Escrow Holder to cancel escrow.
    G. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within **3 Days** after mutual execution of the amendment.
20. **SELECTION OF SERVICE PROVIDERS:** Agents do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Agent or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
21. **MULTIPLE LISTING SERVICE ("MLS"):** Agents are authorized to report to the MLS that an offer has been accepted and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS. Buyer acknowledges that: **(i)** any pictures, videos, floor plans (collectively, "Images") or other information about the Property that has been or will be inputted into the MLS or internet portals, or both, at the instruction of Seller or in compliance with MLS rules, will not be removed after Close Of Escrow; **(ii)** California Civil Code § 1088(c) requires the MLS to maintain such Images and information for at least three years and as a result they may be displayed or circulated on the Internet, which cannot be controlled or removed by Seller or Agents; and **(iii)** Seller, Seller's Agent, Buyer's Agent, and MLS have no obligation or ability to remove such Images or information from the Internet.
22. **ATTORNEY FEES AND COSTS:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in **paragraph 30A**.
23. **ASSIGNMENT:** Buyer shall have the right to assign all of Buyer's interest in this Agreement to Buyer's own trust or to any wholly owned entity of Buyer that is in existence at the time of such assignment. Otherwise, Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Prior to any assignment, Buyer shall disclose to Seller the name of the assignee and the amount of any monetary consideration between Buyer and assignee. Buyer shall provide assignee with all documents related to this Agreement including, but not limited to, the Agreement and any disclosures. If assignee is a wholly owned entity or trust of Buyer, that assignee does not need to re-sign or initial all documents provided. Whether or not an assignment requires seller's consent, at the time of assignment, assignee shall deliver a letter from assignee's lender that assignee is prequalified or preapproved as specified in **paragraph 6B**. Should assignee fail to deliver such a letter, Seller, after first giving Assignee an Notice to Buyer to Perform, shall have the right to terminate the assignment. Buyer shall, within the time specified in **paragraph 3K**, Deliver any request to assign this Agreement for Seller's consent. If Buyer fails to provide the required information within this time frame, Seller's withholding of consent shall be deemed reasonable. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless Otherwise Agreed by Seller (C.A.R. Form AOAA).
24. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
25. **DEFINITIONS and INSTRUCTIONS:** The following words are defined terms in this Agreement, shall be indicated by initial capital letters throughout this Agreement, and have the following meaning whenever used:
    A. **"Acceptance"** means the time the offer or final counter offer is fully executed, in writing, by the recipient Party and is Delivered to the offering Party or that Party's Authorized Agent.

B. **"Agent"** means the Broker, salesperson, broker-associate or any other real estate licensee licensed under the brokerage firm identified in **paragraph 2B**.

C. **"Agreement"** means this document and any counter offers and any incorporated addenda or amendments, collectively forming the binding agreement between the Parties. Addenda and amendments are incorporated only when Signed and Delivered by all Parties.

D. **"As-Is"** condition: Seller shall disclose known material facts and defects as specified in this Agreement. Buyer has the right to inspect the Property and, within the time specified, request that Seller make repairs or take other corrective action, or exercise any contingency cancellation rights in this Agreement. Seller is only required to make repairs specified in this Agreement or as Otherwise Agreed.

E. **"Authorized Agent"** means an individual real estate licensee specified in the Real Estate Broker Section.

F. **"C.A.R. Form"** means the most current version of the specific form referenced or another comparable form agreed to by the Parties.

G. **"Close Of Escrow"**, including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded for any real property, or the date of Delivery of a document evidencing the transfer of title for any non-real property transaction.

H. **"Copy"** means copy by any means including photocopy, facsimile and electronic.

I. **Counting Days** is done as follows unless Otherwise Agreed: (1) The first Day after an event is the first full calendar date following the event, and ending at 11:59 pm. For example, if a Notice to Buyer to Perform (C.A.R. form NBP) is Delivered at 3 pm on the 7th calendar day of the month, or Acceptance of a counter offer is personally received at 12 noon on the 7th calendar day of the month, then the 7th is Day "0" for purposes of counting days to respond to the NBP or calculating the Close Of Escrow date or contingency removal dates and the 8th of the month is Day 1 for those same purposes. (2) All calendar days are counted in establishing the first Day after an event. (3) All calendar days are counted in determining the date upon which performance must be completed, ending at 11:59 pm on the last day for performance ("Scheduled Performance Day"). (4) After Acceptance, if the Scheduled Performance Day for any act required by this Agreement, including Close Of Escrow, lands on a Saturday, Sunday, or legal holiday, the performing party shall be allowed to perform on the next day that is not a Saturday, Sunday or legal holiday ("Allowable Performance Day"), and ending at 11:59 pm. (5) For the purposes of COE, any day that the Recorder's office in the County where the Property is located is closed, the COE shall occur on the next day the Recorder's office in that County is open. (6) COE is considered Day 0 for purposes of counting days Seller is allowed to remain in possession, if permitted by this Agreement.

J. **"Day"** or "**Days**" means calendar day or days. However, delivery of deposit to escrow is based on business days.

K. **"Deliver", "Delivered" or "Delivery"** of documents, unless Otherwise Agreed, means and shall be effective upon personal receipt of the document by Buyer or Seller or their Authorized Agent. Personal receipt means **(i)** a Copy of the document, or as applicable, link to the document, is in the possession of the Party or Authorized Agent, regardless of the Delivery method used (i.e. e-mail, text, other), or **(ii)** an Electronic Copy of the document, or as applicable, link to the document, has been sent to any of the designated electronic delivery addresses specified in the Real Estate Broker Section on page 16. After Acceptance, Agent may change the designated electronic delivery address for that Agent by, in writing, Delivering notice of the change in designated electronic delivery address to the other Party. Links could be, for example, to DropBox or GoogleDrive or other functionally equivalent program. If the recipient of a link is unable or unwilling to open the link or download the documents or otherwise prefers Delivery of the documents directly, Recipient of a link shall notify the sender in writing, within **3 Days** after Delivery of the link (C.A.R. Form RFR). In such case, Delivery shall be effective upon Delivery of the documents and not the link. Failure to notify sender within the time specified above shall be deemed consent to receive, and Buyer opening, the document by link.

L. **"Electronic Copy" or "Electronic Signature"** means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.

M. **"Law"** means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.

N. **"Legally Authorized Signer"** means an individual who has authority to Sign for the principal as specified in **paragraph 32** or **paragraph 33.**

O. **"Otherwise Agreed"** means an agreement in writing, signed by both Parties and Delivered to each.

P. **"Repairs"** means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.

Q. **"Sign" or "Signed"** means either a handwritten or Electronic Signature on an original document, Copy or any counterpart.

26. TERMS AND CONDITIONS OF OFFER: This is an offer to purchase the Property on the terms and conditions herein. The individual Liquidated Damages and Arbitration of Disputes paragraphs are incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a Counter Offer or addendum. **If at least one but not all Parties initial, a Counter Offer is required until agreement is reached.** Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance and to market the Property for backup offers after Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing. By signing this offer or any document in the transaction, the Party Signing the document is deemed to have read the document in its entirety.

27. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as Otherwise Agreed, this Agreement shall be interpreted, and disputes shall be resolved in accordance with the Laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**

28. LEGALLY AUTHORIZED SIGNER: Wherever the signature or initials of the Legally Authorized Signer identified in **paragraph 32** or **33** appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer **(i)** represents that the entity for which that person is acting already exists and is in good standing to do business in California and **(ii)** shall Deliver to the other Party and Escrow Holder, within the time specified in **paragraph 3N(5)**, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

29. LIQUIDATED DAMAGES (By initialing in the space below, you are agreeing to Liquidated Damages):
If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than 3% of the purchase price. Any excess shall be returned to Buyer. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. AT THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM DID).

Buyer's Initials MC / _____ **Seller's Initials** _____ / _____

30. MEDIATION:

A. The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. The mediation shall be conducted through the C.A.R. Real Estate Mediation Center for Consumers (**www.consumermediation.org**) or through any other mediation provider or service mutually agreed to by the Parties. The Parties **also agree to mediate any disputes or claims with Agents(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Agent**. Mediation fees, if any, shall be divided equally among the Parties involved, and shall be recoverable under the prevailing party attorney fees clause. If, for any dispute or claim to which this paragraph applies, any Party **(i)** commences an action without first attempting to resolve the matter through mediation, or **(ii)** before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.

B. ADDITIONAL MEDIATION TERMS: (i) Exclusions from this mediation agreement are specified in paragraph 31B; (ii) The obligation to mediate does not preclude the right of either Party to seek a preservation of rights under paragraph 31C; and (iii) Agent's rights and obligations are further specified in paragraph 31D. These terms apply even if the Arbitration of Disputes paragraph is not initialed.

31. ARBITRATION OF DISPUTES:

A. The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Agents(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. The arbitration shall be conducted through any arbitration provider or service mutually agreed to by the Parties, OR ☐ _____ _____. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the Parties mutually agree to a different arbitrator. Enforcement of, and any motion to compel arbitration pursuant to, this agreement to arbitrate shall be governed by the procedural rules of the Federal Arbitration Act, and not the California Arbitration Act, notwithstanding any language seemingly to the contrary in this Agreement. The Parties shall have the right to discovery in accordance with Code of Civil Procedure § 1283.05. The arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction.

B. EXCLUSIONS: The following matters are excluded from mediation and arbitration: (i) Any matter that is within the jurisdiction of a probate, small claims or bankruptcy court; (ii) an unlawful detainer action; and (iii) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code § 2985.

C. PRESERVATION OF ACTIONS: The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies; or (iii) the filing of a mechanic's lien.

D. AGENTS: Agents shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Agents(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.

E. "NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials DS MC / _____ **Seller's Initials** _____ / _____

32. BUYER'S OFFER

A. EXPIRATION OF OFFER: This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless by the date and time specified in **paragraph 3C**, the offer is Signed by Seller and a Copy of the Signed offer is Delivered to Buyer or Buyer's Authorized Agent. **Seller has no obligation to respond to an offer made.**

B. ☐ ENTITY BUYERS: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

(1) One or more Buyers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 28** for additional terms.

(3) The name(s) of the Legally Authorized Signer(s) is/are: _____.

(4) If a trust, identify Buyer as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust). If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: _____

_____.

C. The RPA has 16 pages. Buyer acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

D. BUYER SIGNATURE(S):

(Signature) By, _____ **Date:** 10/10/2022 | 4:41 PM EDT

Printed name of BUYER: *Marisela Campos*

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

(Signature) By, _____ **Date:** _____

Printed name of BUYER: _____

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

33. ACCEPTANCE

A. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property or has the authority to execute this Agreement. Seller accepts the above offer and agrees to sell the Property on the above terms and conditions. Seller has read and acknowledges receipt of a Copy of this Agreement and authorizes Agent to Deliver a Signed Copy to Buyer.

Seller's acceptance is subject to the attached Counter Offer or Back-Up Offer Addendum, or both, checked below. Seller shall return and include the entire agreement with any response.

☐ **Seller Counter Offer** (C.A.R. Form SCO or SMCO)

☐ **Back-Up Offer Addendum** (C.A.R. Form BUO)

B. ☒ Entity Sellers: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure form (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

(1) One or more Sellers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 28** for additional terms.

(3) The name(s) of the Legally Authorized Signer(s) is/are: STEVEN G McHARRIS.

(4) If a trust, identify Seller as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust). If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: _____

_____.

C. The RPA has 16 pages. Seller acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

D. SELLER SIGNATURE(S):

(Signature) By, _____ **Date:** _____

Printed name of SELLER: *Owner of Record* **Milpitas Housing Authority**

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

(Signature) By, _____ **Date:** _____

Printed name of SELLER: _____

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

OFFER NOT ACCEPTED: _____/_____ No Counter Offer is being made. This offer was not accepted by Seller _____(date)
Seller's Initials

Property Address: 254 Parc Place Drive, Milpitas, CA 95035 Date: 10/10/2022

Item # C13.

REAL ESTATE BROKERS SECTION:

1. **Real Estate Agents are not parties to the Agreement between Buyer and Seller.**
2. **Agency relationships are confirmed as stated in paragraph 2.**
3. **Cooperating Broker Compensation:** Seller's Broker agrees to pay Buyer's Broker and Buyer's Broker agrees to accept, out of Seller's Broker's proceeds in escrow, the amount specified in the MLS, provided Buyer's Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Seller's Broker and Buyer's Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.
4. **Presentation of Offer:** Pursuant to the National Association of REALTORS® Standard of Practice 1-7, if Buyer's Agent makes a written request, Seller's Agent shall confirm in writing that this offer has been presented to Seller.
5. **Agents' Signatures and designated electronic delivery address:**

A. Buyer's Brokerage Firm Prosper Real Estate Lic. # 02014153

By DocuSigned by: Mark Schweller EF97CBAFF8424B5... Mark Schweller Lic.# 01437289 Date 10/10/2022 | 1:20 PM PDT

By _____ Lic.# _____ Date _____

☐ More than one agent from the same firm represents Buyer. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
☐ More than one brokerage firm represents Buyer. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.

Designated Electronic Delivery Address(es):

Email mark@prospercalifornia.com Text # 925-819-1072

Alternate: _____
☐ if checked, Delivery shall be made to the alternate designated electronic delivery address only.

Address 6446 Green Castle Circle City Discovery Bay State CA Zip 94505

B. Seller's Brokerage Firm Bayview Residential Brokerage Lic. # 01498198

By Glenda Queensbury Glenda Queensbury Lic.# 01365035 Date 10/11/22

By _____ Lic.# _____ Date _____

☐ More than one agent from the same firm represents Seller. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
☐ More than one brokerage firm represents Seller. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.

Designated Electronic Delivery Address(es) (To be filled out by Seller's Agent):

Email _____ Text # (408) 921-2257

Alternate: _____
☐ if checked, Delivery shall be made to the alternate designated electronic delivery address only.

Address _____ City _____ State _____ Zip _____

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, ☐ a deposit in the amount of $ _____), Counter Offer numbers _____ and _____, and agrees to act as Escrow Holder subject to **paragraph 19** of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised by _____ that the date of Acceptance of the Agreement is _____

Escrow Holder _____ Escrow # _____

By _____ Date _____

Address _____

Phone/Fax/E-mail _____

Escrow Holder has the following license number # _____

☐ Department of Financial Protection and Innovation, ☐ Department of Insurance, ☐ Department of Real Estate.

PRESENTATION OF OFFER: GQ / _____ Seller's Brokerage Firm presented this offer to Seller on 10/11/22 (date).
Agent or Seller Initials

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Buyer's Initials DS MC / _____ Seller's Initials _____ / _____

EQUAL HOUSING OPPORTUNITY

Item # C13.

CALIFORNIA ASSOCIATION OF REALTORS®

EXTENSION OF TIME ADDENDUM

(C.A.R. Form ETA, Revised 4/06)

The following terms and conditions are hereby incorporated in and made a part of the: [x] California Residential Purchase Agreement, [ ] Manufactured Home Purchase Agreement, [ ] Probate Purchase Agreement, [ ] Residential Income Property Purchase Agreement, [ ] Vacant Land Purchase Agreement, [ ] Commercial Property Purchase Agreement, [ ] Business Purchase Agreement, [ ] other _____ ("Agreement"), dated 09/07/2022, on property known as 254 Parc Place Drive, Milpitas, CA 95035 ("Property"), in which Marisela Campos is referred to as ("Buyer") and Owner of Record Milpitas Housing Authority is referred to as ("Seller").

1. **EXTENSION OF ESCROW:** The scheduled Close Of Escrow is extended to _____ (Date).

2. **EXTENSION OF CONTINGENCY(IES):** The following contingency(ies), if checked, is/are extended to _____ (Date) [ ] Buyer Investigation of Property Condition [ ] Loan [ ] Other _____.

3. **OTHER EXTENSION(S):** The time for Acceptance of Offer _____ is/are extended to 10/14/2022 (Date).

4. **ADDITIONAL TERMS:** _____

By signing below, Buyer and Seller acknowledge that each has read, understands, and received a copy of and agrees to the terms of this Extension of Time Addendum.

Buyer DocuSigned by: Marisela Campos E0... Date 10/10/2022 | 4:41 PM EDT

Buyer _____ Date _____

Seller _____ Date _____
Owner of Record Milpitas Housing Authority

Seller _____ Date _____

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Reviewed by _____ Date _____

EQUAL HOUSING OPPORTUNITY

Prosper Real Estate, 6446 Green Castle Circle, Discovery Bay, CA 94505
Mark Schweller
Phone: 925-819-1072 Fax:
254 Parc Place Drive

Item # C13.

CALIFORNIA ASSOCIATION OF REALTORS®

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)
(C.A.R. Form AD, Revised 12/21)

☐ (If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(j), (k), and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.

(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE SECOND PAGE.**

Buyer/Seller/Landlord/Tenant DocuSigned by: Marisela Campos 4E0... Date 10/10/2022 | 4:41 PM EDT

Buyer/Seller/Landlord/Tenant _____ Date _____

Agent Prosper Real Estate DRE Lic. # 02014153

By DocuSigned by: Mark Schweller EF97C8A7F8424BE... Real Estate Broker (Firm) DRE Lic. # 01437289 Date 10/10/2022 | 1:20 PM PDT

(Salesperson or Broker-Associate, if any)

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EQUAL HOUSING OPPORTU 254 Pa

Prosper Real Estate, 6446 Green Castle Circle, Discovery Bay, CA 94505 Phone: 925-819-1072 Fax:
Mark Schweller

CIVIL CODE SECTIONS 2079.13 - 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings: **(a)** "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. **(b)** "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. **(c)** "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. **(d)** "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. **(e)** "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. **(f)** "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. **(g)** "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. **(h)** "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(i)** "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. **(j)** "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. **(k)** "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. **(l)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(m)** "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. **(n)** "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: **(a)** The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. **(b)** The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

CONFIRMATION: **(c)** The confirmation required by subdivisions (a) and (b) shall be in the following form:

Seller's Brokerage Firm DO NOT COMPLETE. SAMPLE ONLY License Number _____
Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)
Seller's Agent DO NOT COMPLETE. SAMPLE ONLY License Number _____
Is (check one): ☐ the Seller's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)
Buyer's Brokerage DO NOT COMPLETE. SAMPLE ONLY License Number _____
Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)
Buyer's Agent DO NOT COMPLETE. SAMPLE ONLY License Number _____
Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. **(b)** A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. **(c)** "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. **(d)** This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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CALIFORNIA ASSOCIATION OF REALTORS®

REPRESENTATIVE CAPACITY SIGNATURE DISCLOSURE (FOR SELLER REPRESENTATIVES)

(C.A.R. Form RCSD-S, Revised 12/21)

This form is not an assignment. It should not be used to add new parties after a contract has been formed. The purpose of this form is to identify who the principal is in the transaction and who has authority to sign documents on behalf of the principal.

☐ The disclosure in this form supersedes any Legally Authorized Signer representation or Representative Capacity Signature Disclosure made in the Agreement specified below or on separate form.

This is a disclosure to the Purchase Agreement, OR ☒ Listing Agreement, ☐ Other _____ ("Agreement"), dated 08/15/2022, for the property known as 254 Parc Place Dr, Milpitas, CA 95035-3851 ("Property"), between Referral Realty/Bayview Residential Brokerage ("Buyer", ☒ Listing Broker). And Milpitas Housing Authority ("Seller").

Buyer and Seller are referred to as the "Parties." If a trust, in the blank line above identify Seller as the trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust 3.). Full name of trust should be identified in 1A below. If power of attorney, insert principal's name as Seller.

1. A. ☐ **TRUST:** (1) The Property is held in trust pursuant to a trust document, titled (Full name of trust): _____ dated _____

   (2) The person(s) signing below is/are Sole/Co/Successor Trustee(s) of the Trust.

   B. ☒ **ENTITY:** Seller is a ☐ Corporation, ☐ Limited Liability Company, ☐ Partnership ☒ Other: _____ which has authorized the officer(s), managing member(s), partner(s) or person(s) signing below to act on its behalf. An authorizing resolution of the applicable body of the entity described above ☐ is ☒ is not attached.

   C. ☐ **POWER OF ATTORNEY:** Seller ("Principal") has authorized the person(s) signing below ("Attorney-In-Fact", "Power of Attorney" or "POA") to act on his/her behalf pursuant to a General Power of Attorney (☐ Specific Power of Attorney for the Property), dated _____. **This form is not a Power of Attorney. A Power of Attorney must have already been executed before this form is used.**

   D. ☐ **ESTATE:** (1) Seller is an ☐ estate, ☐ conservatorship, or ☐ guardianship, identified by Superior Court Case name as _____, Case #_____.

   (2) The person(s) signing below is/are court approved representatives (whether designated as Sole or Co-Executor, Administrator, Conservator, Guardian) of the estate, conservatorship or guardianship identified above.

2. Seller's Representative represents that the trust, entity or power of attorney for which that Party is acting already exists.

Seller:

By DocuSigned by: Steven G. McHarris Date: Sep-15-2022

(Sign Name of Trustee, Officer, Managing Member, Partner, Attorney-in-Fact or Administrator/Executor)

(Print Representative Name) Steven G McHarris Title: Executive Director

By _____ Date: _____

(Sign Name of Trustee, Officer, Managing Member, Partner, Attorney-in-Fact or Administrator/Executor)

(Print Representative Name) _____ Title: _____

Acknowledgement of Receipt by Other Party:

AT TIME OF SALE

Seller and Marisela Campos ("Buyer") are parties to a Purchase Agreement dated 10/10/22 for property known as 254 Parc Place Dr, Milpitas, CA 95035-3851.

Buyer _____ Date _____

Buyer _____ Date _____

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Bayview Residential Brokerage - Corporate, 51 E Campbell Ave Suite 110 Campbell, CA 95008 Phone: (408) 921-2257 Fax: (408) 715-0278 254 Parc Place Dr
Glenda Queensbury Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

AT TIME OF LISTING AGREEMENT

Seller and *Referral Realty/Bayview Residential Brokerage* ("Seller's Broker")

are parties to a Listing Agreement dated *08/15/2022* .

Real Estate Broker *Referral Realty/Bay View Residential Brokerage*

By *Glenda Queensbury* Date

Glenda Queensbury

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EXEMPT SELLER DISCLOSURE

(C.A.R. Form ESD, Revised 6/21)

1. Seller makes the following disclosures with regard to the real property or manufactured home described as 254 Parc Place Dr, situated in Milpitas (City), Santa Clara (County), California, 95035-3851 (Zip Code), Assessor's Parcel No. 086-54-052 ("Property").
2. A. Under California law (Civil Code § 1102, et seq.) most Sellers of real property containing 1-4 residential units are required to provide prospective Buyers with a completed Real Estate Transfer Disclosure Statement ("TDS"). Certain Sellers are exempt from completing the TDS but not exempt from making other disclosures. Sellers who are not legally required to complete a TDS can use this form to make other required disclosures, including the disclosure of material facts of which they are aware.
   B. Under Civil Code §§ 1101.4 and 1101.5, non-compliant plumbing fixtures in any single family or multi-family residential real property built before January 1, 1994 shall be replaced by the Property owner with water-conserving plumbing fixtures.
3. **THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS DISCLOSURE STATEMENT IS NOT A WARRANTY OF ANY KIND BY THE SELLER OR ANY AGENT(S) AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN. A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF SELLER OR BUYER DESIRE LEGAL ADVICE, CONSULT AN ATTORNEY.**
4. **Are you (Seller) aware of any of the following? (Explain any "yes" answers below.)**

A.	Within the last 3 years, the death of an occupant of the Property upon the Property	☐ Yes ☒ No
B.	An Order from a government health official identifying the Property as being contaminated by methamphetamine. (If yes, attach a copy of the Order.)	☐ Yes ☒ No
C.	The release of an illegal controlled substance on or beneath the Property	☐ Yes ☒ No
D.	Whether the Property is located in or adjacent to an "industrial use" zone (In general, a zone or district allowing manufacturing, commercial or airport uses.)	☐ Yes ☒ No
E.	Whether the Property is affected by a nuisance created by an "industrial use" zone	☐ Yes ☒ No
F.	Whether the Property is located within 1 mile of a former federal or state ordnance location (In general, an area once used for military training purposes that may contain potentially explosive munitions.)	☐ Yes ☒ No
G.	Whether the Property is a condominium or located in a planned unit development or other common interest subdivision	☐ Yes ☒ No
H.	Insurance claims affecting the Property within the past 5 years	☐ Yes ☒ No
I.	Matters affecting title of the Property	☐ Yes ☒ No
J.	Plumbing fixtures on the Property that are non-compliant plumbing fixtures as defined by Civil Code § 1101.3	☐ Yes ☒ No
K.	Any other material facts or defects affecting the Property, or material documents in Seller's possession affecting the Property, not otherwise disclosed to Buyer	☐ Yes ☒ No

Explanation, or ☐ (if checked) see attached; _____

5. Seller represents that the information herein is true and correct to the best of Seller's knowledge as of the date signed by Seller. Seller hereby authorizes any agent(s) representing any principal(s) in this transaction to provide a Copy of this statement to any person or entity in connection with any actual or anticipated sale of the Property.

DocuSigned by:

Seller _____ Milpitas Housing Authority Date Sep-19-2022

6E71130DACC2464...

Seller _____ Date _____

6. **By signing below, Buyer acknowledges Buyer has received, read, and understands this Exempt Seller Disclosure form.**

Buyer _____ Date _____

Buyer _____ Date _____

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WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY

(C.A.R. Form WFA, Revised 12/21)

Property Address: *254 Parc Place Drive, Milpitas, CA 95035* ("Property").

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception.

While wiring or electronically transferring funds is a welcome convenience, we all need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring or funds transfer instructions. In those cases, the victim called the number provided to confirm the instructions, and then unwittingly authorized a transfer to somewhere or someone other than the intended recipient.

ACCORDINGLY, YOU ARE ADVISED:

1. **Obtain phone numbers and account numbers only from Escrow Officers, Property Managers, or Landlords at the beginning of the transaction.**
2. **DO NOT EVER WIRE OR ELECTRONICALLY TRANSFER FUNDS PRIOR TO CALLING TO CONFIRM THE TRANSFER INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number or account number included in any emailed transfer instructions.**
3. **Orally confirm the transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.**
4. **Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer, Property Manager, or Landlord.**
5. **Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.**

If you believe you have received questionable or suspicious wire or funds transfer instructions, immediately notify your bank, and the other party, and the Escrow Office, Landlord, or Property Manager. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: https://www.fbi.gov/; the FBI's IC3 at www.ic3.gov; or 310-477-6565

National White Collar Crime Center: http://www.nw3c.org/

On Guard Online: https://www.onguardonline.gov/

NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks. By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory.

Buyer/Tenant DocuSigned by: Marisela Campos E9BDC7BB9DED4E0... Date 10/10/2022 | 4:41 PM EDT

Buyer/Tenant _____ Date _____

Seller/Landlord **Milpitas Housing Authority** Date _____
Owner of Record

Seller/Landlord _____ Date _____

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Prosper Real Estate, 6446 Green Castle Circle, Discovery Bay, CA 94505 Phone: 925-819-1072 Fax:
Mark Schweller

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MARKET CONDITIONS ADVISORY

(C.A.R. Form MCA, Revised 12/21)

1. **MARKET CONDITIONS:** Real estate markets are cyclical and can change over time. It is impossible to predict future market conditions with accuracy. In a competitive or "hot" real estate market, there are generally more Buyers than Sellers. This will often lead to multiple buyers competing for the same property. As a result, in order to make their offers more attractive, some Buyers may offer more than originally planned or eliminate certain contingencies in their offers. In a less competitive or "cool" market there are generally more Sellers than Buyers, often causing real estate prices to level off or drop, sometimes precipitously. The sales price of homes being sold as foreclosures and short sales is difficult to anticipate and can affect the value of other homes in the area. Brokers, appraisers, Sellers and Buyers take these "distressed" property sales and listings into consideration when valuing property. In light of the real estate market's cyclical nature it is important that Buyers understand the potential for little or no appreciation in value, or an actual loss in value, of the property they purchase. This Advisory discusses some of the potential risks inherent in changing market conditions.

2. **BUYER CONSIDERATIONS:**

   A. **OFFERING PRICE:** AS A BUYER, YOU ARE RESPONSIBLE FOR DETERMINING THE PRICE YOU WANT TO OFFER FOR A PROPERTY. Although Brokers may provide you with comparable sales data, generally from information published in the local multiple listing service, you should know that the reporting of this data is often delayed and prices may change, up or down, faster than reported sales indicate. All buyers should be sure they are comfortable with the price they are offering or the price they are accepting in a counter offer. You should be aware of and think about the following: **(i)** If your offer is accepted, the property's value may not increase and may even decrease. **(ii)** If your offer is accepted, you may have "Buyer's remorse" that you paid too much. **(iii)** If your offer is rejected there can be no guarantee that you will find a similar property at the same price. **(iv)** If your offer is rejected, you may not be satisfied that the amount you offered was right for you. Only you can determine that your offer was reasonable and prudent in light of the property and your circumstances.

   B. **NON-CONTINGENT OFFERS:** Most residential purchase agreements contain contingencies allowing a Buyer within a specified period of time to cancel a purchase if: **(i)** the Buyer cannot obtain a loan; **(ii)** is dissatisfied with the property's condition after an inspection; or **(iii)** if the property does not appraise at a certain value. To make their offers more attractive, Buyers will sometimes write offers with few or no contingencies or offer to remove contingencies within a short period of time. In a "hot" market, sellers will sometimes insist that Buyers write offers with no contingencies. Broker recommends that Buyers do not write non-contingent offers and if you do so, you are acting against Broker's advice. However, if you do write a non-contingent offer these are some of the contractual rights you may be giving up:

   (1) LOAN CONTINGENCY: If you give up your loan contingency, and you cannot obtain a loan, whether through your fault or the fault of your lender, and as a result, you do not or cannot purchase the property, you may legally be in default under the contract and required to pay damages or forfeit your deposit to the seller.

   (2) APPRAISAL CONTINGENCY: If your lender's (or your own) appraiser does not believe the property is worth what you have agreed to pay for it, your lender may not loan the full amount needed for the purchase or may not loan any amount at all because of a low appraisal. As a result, if you do not purchase the property, and you have removed your appraisal contingency, you may legally be in default under the contract and could be required to pay damages to, or forfeit your deposit to, the Seller. The Seller is not obligated to reduce the purchase price to match the appraised value.

   (3) INVESTIGATION CONTINGENCY: If you disapprove of the condition of the property and as a result, you do not purchase the property, you may legally be in default under the contract and required to pay damages to, or forfeit your deposit to, the Seller if you have removed your investigation contingency. This may also include the ability to insure the property, so you should investigate this early in the process. However, even if you make an offer without an investigation contingency or you remove that contingency, the Seller may still be obligated to disclose to you material facts about the property. In some cases, once you receive that information the law gives you an independent right to cancel for a limited period of time.

   There is inherent risk in writing a non-contingent offer. Only you, after careful consultation and deliberation with your attorney, accountant, or financial advisor can decide how much risk you are willing to take. IT IS YOUR DECISION ALONE AND CANNOT BE MADE BY YOUR BROKER OR REAL ESTATE AGENT.

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Buyer's Initials DS MC

Seller's Initials _____ / _____

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Mark Schweller
Phone: 925-819-1072 Fax:
254 Parc Place

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C. **BROKER RECOMMENDATIONS.** Broker recommends that you do not write a non-contingent offer, even if you are planning on paying all cash for the property. If you intend to write a non-contingent offer, Broker recommends that, prior to writing the offer, you: **(i)** review all available Seller reports, disclosures, information and documents; **(ii)** have an appropriate professional inspect the property (even if it is being sold "as is" in its present condition); and **(iii)** carefully assess your financial position and risk with your attorney, accountant or financial advisor.

D. **MULTIPLE OFFERS:** At times Buyers may write offers on more than one property even though the Buyer intends to purchase only one. This may occur in a short sale when the approval process can take a considerable amount of time, or it could also occur in a hot market when the Buyer is having difficulty getting an offer accepted. While it is not illegal to make offers on multiple properties with intent to purchase only one, the Buyer can be obligated to many Sellers if more than one accepts the Buyer's offers. Additionally, if any offer is accepted without contingencies, and the buyer does not perform, there can be a breach. If the Buyer has not disclosed that the Buyer is writing multiple offers with the intent to purchase only one and the Buyer subsequently cancels without using a contingency created for this purpose, the Seller may claim the Buyer is in breach of contract because the Buyer fraudulently induced the Seller to enter into a contract. This claim may even be possible when the Buyer has all the standard contingencies remaining in the contract, as the Seller could argue that a cancellation for this reason would not fall under the good faith exercise of any of the those contingencies.

3. **SELLER CONSIDERATIONS:** As a Seller, you are responsible for determining the asking price for your property. Although Brokers may provide you with comparable sales data, generally from information published in the local multiple listing service, you should know that the reporting of this data is often delayed and prices may change, up or down, faster than reported sales indicate. All Sellers should be sure they are comfortable with the asking price they are setting and the price they are accepting. There is not, and cannot be, any guarantee that the price you decide to ask for your property, or the price at which not you agree to sell your property is the highest available price obtainable for the property. It is solely your decision as to how much to ask for your property and at which price to sell your property.

Buyer/Seller acknowledges each has read, understands and has received a copy of this Market Conditions Advisory.

DocuSigned by:

Buyer _____ Date 10/10/2022 | 4:41 PM EDT

Marisela Campos
E9DDC7BB9DED4E0...

Buyer _____ Date _____

Seller _____ Date _____

Owner of Record **Milpitas Housing Authority**

Seller _____ Date _____

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FAIR APPRAISAL ACT ADDENDUM
(C.A.R. Form FAAA, 6/22)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR ☐ Other _____ ("Agreement"), dated 09/07/2022, on property known as 254 Parc Place Drive, Milpitas, CA 95035 ("Property"), in which Owner of Record is referred to as ("Seller") and Marisela Campos is referred to as ("Buyer").

Any appraisal of the property is required to be unbiased, objective, and not influenced by improper or illegal considerations, including, but not limited to, any of the following: race, color, religion (including religious dress, grooming practices, or both), gender (including, but not limited to, pregnancy, childbirth, breastfeeding, and related conditions, and gender identity and gender expression), sexual orientation, marital status, medical condition, military or veteran status, national origin (including language use and possession of a driver's license issued to persons unable to provide their presence in the United States is authorized under federal law), source of income, ancestry, disability (mental and physical, including, but not limited to, HIV/AIDS status, cancer diagnosis, and genetic characteristics), genetic information, or age.

If a buyer or seller believes that the appraisal has been influenced by any of the above factors, the seller or buyer can report this information to the lender or mortgage broker that retained the appraiser and may also file a complaint with the Bureau of Real Estate Appraisers at https://www2.brea.ca.gov/complaint/ or call (916) 552-9000 for further information on how to file a complaint.

By signing below, Buyer and Seller has each read, understands and acknowledges receipt of a copy of this Fair Appraisal Act Addendum.

DocuSigned by:

Buyer E9BDC7BB9DED4E0... Marisela Campos Date 10/10/2022 | 4:41 PM EDT

Buyer _____ Date _____

Seller Owner of Record Milpitas Housing Authority Date _____

Seller _____ Date _____

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Mark Schweller
Phone: 925-819-1072 Fax:

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FAIR HOUSING AND DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, Revised 6/22)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
   - **A.** FEDERAL FAIR HOUSING ACT ("FHA") Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
   - **B.** CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA") California Government Code ("GC") §§ 12900-12996,12955; 2 California Code of Regulations ("CCR") §§ 12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
   - **C.** CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh") California Civil Code ("CC") § 51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
   - **D.** AMERICANS WITH DISABILITIES ACT ("ADA") 42 U.S.C. §§ 12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
   - **E.** OTHER FAIR HOUSING LAWS: § 504 of Rehabilitation Act of 1973 29 U.S.C. § 794; Ralph Civil Rights Act CC § 51.7; California Disabled Persons Act; CC §§ 54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION: Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.**
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons based on that person's belonging to, association with, or perceived membership in, certain classes or categories, such as the following, is prohibited. Other classes, categories or restrictions may also apply.

Race	Color	Ancestry	National Origin	Religion
Age	Sex, Sexual Orientation	Gender, Gender Identity, Gender expression	Marital Status	Familial Status (family with a child or children under 18)
Citizenship	Immigration Status	Primary Language	Military/Veteran Status	Source of Income (e.g., Section 8 Voucher)
Medical Condition	Disability (Mental & Physical)	Genetic Information	Criminal History (non-relevant convictions)	Any arbitrary characteristic

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
   - **A.** California Business & Professions Code ("B&PC") § 10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation § 2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
   - **B.** Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC §10177(l)(1); 10 CCR § 2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION:** NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**
   Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.
   - Sellers
   - Real estate licensees
   - Mobilehome parks
   - Insurance companies
   - Landlords
   - Real estate brokerage firms
   - Homeowners Associations ("HOAs");
   - Government housing services
   - Sublessors
   - Property managers
   - Banks and Mortgage lenders
   - Appraisers
8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
   - **A.** Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of **(i)** actual or unconscious bias, and **(ii)** potential legal claims against sellers and others by prospective buyers whose offers were rejected.
   - **B.** Refusing to rent **(i)** an upper-level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or **(ii)** a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
   - **A.** Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
   - **B.** Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
   - **C.** "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
   - **D.** Making any statement or advertisement that indicates any preference, limitation, or discrimination;

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254 Parc Place Dr

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E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
H. Denying a home loan or homeowner's insurance;
I. Offering inferior terms, conditions, privileges, facilities or services;
J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
K. Harassing a person;
L. Taking an adverse action based on protected characteristics;
M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a wheelchair bound tenant to install, at their expense, a ramp over front or rear steps, or refusing to allow a physically disabled tenant from installing, at their own expense, grab bars in a shower or bathtub);
N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
(i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
(ii) Charging that person higher rent or increased security deposit, or
(iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
O. Retaliating for asserting rights under fair housing laws.

10. **EXAMPLES OF POSITIVE PRACTICES:**
A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/ neighborhood, property features, and price range and other considerations, to all prospects.
B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).

11. **FAIR HOUSING RESOURCES:** If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.
A. Federal: **https://www.hud.gov/program_offices/fair_housing_equal_opp**
B. State: **https://www.dfeh.ca.gov/housing/**
C. Local: local Fair Housing Council office (non-profit, free service)
D. DRE: **https://www.dre.ca.gov/Consumers/FileComplaint.html**
E. Local Association of REALTORS®. List available at: **https://www.car.org/en/contactus/rosters/localassociationroster**.
F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.

12. **LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS: No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.**
A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental;
C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED **(i) no real estate licensee is involved** in the sale or rental and **(ii)** no discriminatory advertising is used, and **(iii)** the owner owns no more than three single-family residences. Other restrictions apply;
D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental; and
E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Landlord have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

DocuSigned by:

Buyer/Tenant _____ Date 10/10/2022 | 4:41 PM EDT
E9BDC7BB9DED4E0... *Marisela Campos*

Buyer/Tenant _____ Date _____

Seller/Landlord *Owner of Record* **Milpitas Housing Authority** Date _____

Seller/Landlord _____ Date _____

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CALIFORNIA ASSOCIATION OF REALTORS®

Item # C13.

POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT

(C.A.R. Form PRBS, Revised 12/21)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

Multiple Buyers: Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

Multiple Sellers: Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

Dual Agency: If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the seller's willingness to accept a price less than the listing price or the buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

Offers not necessarily confidential: Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller - Disclosure and Consent and agrees to the agency possibilities disclosed.

Seller *Owner of Record* Milpitas Housing Authority Date _____

Seller _____ Date _____

DocuSigned by:

Buyer *Marisela Campos* Date 10/10/2022 | 4:41 PM EDT

Buyer E9BDC7BB9DED4E0... Date _____

DocuSigned by:

Buyer's Brokerage Firm *Prosper Real Estate* DRE Lic # *02014153*

By Mark Schweller DRE Lic # *01437289* Date 10/10/2022 | 1:20 PM PDT

Mark Schweller E7F0BC7F8A24B5...

Seller's Brokerage Firm *Bayview Residential Brokerage* DRE Lic # *01498198*

By Glenda Queensbury DRE Lic # *01365035* Date 10/11/22

Glenda Queensbury

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EQUAL HOUSING OPPORTUNITY

Prosper Real Estate, 6446 Green Castle Circle, Discovery Bay, CA 94505 Phone: 925-819-1072 Fax: 254 Parc Place Drive
Mark Schweller

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CITY OF MILPITAS HOUSING AUTHORITY
455 East Calaveras Boulevard
Milpitas, CA 95035

To be recorded without fee.
(Gov. Code, §§ 6103 and 27383.)

(Space Above This Line For Recorder's Use Only)

RESALE RESTRICTION AGREEMENT AND OPTION TO PURCHASE

Owners: **Marisela Campos**

Property **254 Parc Place Drive**
Milpitas, California 95035

Name of Development: Parc Place

Income Level**: Low**
Purchase Price: $278,315
Unit Size: 2 bed/ 1.5 bath
Household Size: 2

This RESALE RESTRICTION AND OPTION TO PURCHASE AGREEMENT ("Agreement") is entered into by and between the Housing Authority of the City of Milpitas as the housing successor to the former Milpitas Redevelopment Agency ("the Authority") and ("Owner") regarding certain improved real property, which is more particularly described in Exhibit A attached hereto and incorporated herein and commonly known as**,** Milpitas, CA 95035 (the "Property") effective as of **_____, 2022 (**Effective Date"). Authority and Owner are hereinafter collectively referred to as the "Parties."

RECITALS

A. The Authority is the successor in interest to the former Milpitas Redevelopment Agency, which was dissolved by operation of law in 2012 (the "Redevelopment Agency"). Pursuant to the previous Community Redevelopment Law (Health & Safety Code section 33000 et seq.) and the former Redevelopment Plan, the Redevelopment Agency maintained an affordable housing fund, which it used for the purpose encouraging the construction of housing

within the Redevelopment Plan Area that is affordable to persons of low, and moderate income ("the Program").

B. Pursuant to the Program, the Redevelopment Agency and the Developer of the **Parc Place** development entered into a Memorandum of Understanding, and Owner Participation Agreement (collectively "the Agreements") pursuant to which Developer agreed to construct and sell **58 homes** at prices that are affordable to persons of very low, low and moderate incomes and in exchange the former Milpitas Redevelopment Agency agreed to provided certain financial incentives.

C. In accordance with the Agreements, the Redevelopment Agency entered into a "Property Value Restrictions, Resale Agreement and Option to Purchase" (the "Original Resale Agreement") with the prior owner of that certain property located within the City of Milpitas, legally described in Exhibit A and commonly known as **254 Parc Place Drive, Milpitas, CA 95035** (the "Property"), which was recorded in the Official Records of Santa Clara County as **Document No. _____** on **_____**. The Property is one of the affordable homes constructed by the Developer pursuant to the Agreement. The Original Resale Agreement granted the Redevelopment Agency an Option to Purchase the Property from the prior owner, unless the prior owner sold the Property to a moderate income household for an affordable housing cost, subject to the purchaser agreeing to being subject to resale restrictions similar to those set forth in the Original Resale Agreement.

D. Owner is the owner of Property, which Owner purchased from the prior owner on the condition that Owner would enter into this Agreement to maintain the conditions and restrictions on resale of the Property similar to those set forth in the Original Resale Agreement.

E. Owner is an eligible **low** purchaser under the Program, intends to live in the Property as an owner occupant, and agrees to maintain the Property as Owner's principal residence.

F. In order to maintain and preserve the Property as housing affordable to eligible **[**very low-, **low-,** or moderate**-]** income purchasers, it is necessary to restrict the use and resale of the Property through imposition of the occupancy and resale restrictions set forth in this Agreement. These restrictions are intended to prevent initial and subsequent purchasers from using the Property for purposes incompatible with the Program and realizing unwarranted gains from sales of the Property at unrestricted prices. The terms and conditions of this Agreement are intended to provide the necessary occupancy and resale restrictions to ensure that the Property is used, maintained, and preserved as housing affordable to eligible [very low-, **low-,** or moderate**-]** purchasers. To further serve the purposes of the Program, it is necessary that the Authority be granted an option to purchase the property so that the property may be resold by the Authority to an eligible household.

G. Accordingly, the Parties desire to enter into this Resale Restriction and Option to Purchase Agreement, which provides, generally, that Owner may only sell the property to Eligible Households (i.e. households meeting the household income limitations set forth herein) at a price not to exceed the price equal to the initial purchase price adjusted to reflect increases in median household income since the Property was initially purchased by Owner. Alternatively,

the Agreement provides that the City may exercise its option to purchase the Property at the same price.

H. The Property constitutes a valuable community resource by providing decent, safe, and sanitary housing to persons and families of low and moderate income who otherwise would be unable to afford such housing. To protect and preserve this resource it is necessary, proper, and in the public interest for the Authority to administer occupancy and resale controls consistent with the Program by means of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the substantial economic benefits inuring to Owner and the public purposes to be achieved under the Program, Owner and Authority hereby agree as follows:

1. **Definitions.**

a. "Affordable Unit Cost" means a sales price that results in annual housing expenses that do not exceed 30% of the maximum income level for persons and families of **[**very low-, **low-,** or moderate-], adjusted for household size and as defined below.

b. "Area Median Income for Santa Clara County" means those income and eligibility levels determined, updated, and published each year by the California Department of Housing and Community Development, based on Santa Clara County median income levels, adjusted for household size.

c. "Persons and families of **[**very low-, **low-,** or moderate**-] income**" means persons and families whose income do not exceed **[**fifty percent (50%); **eighty percent (80%);** or one hundred twenty percent (120%)] of the Area Median Income for Santa Clara County, as adjusted for household size.

d. Persons and families meeting the definition set forth in Paragraph 1(c) above shall be referred to as "Eligible Households."

2. **Program Requirements**.

a. **Affordability Restrictions.** Owner hereby covenants and agrees that during the term of this Agreement all of the requirements and restrictions of this Agreement shall apply, and the Property shall be sold or otherwise transferred only pursuant to the terms and conditions of this Agreement and only to (i) Eligible Households at a price not to exceed the Adjusted Resale Price, as defined in Paragraph 5, (ii) the Authority pursuant to Paragraph 3, or (iii) a permitted transferee pursuant to Paragraph 9.

b. **Disclosure.** DURING THE TERM OF THIS AGREEMENT THERE SHALL BE NO SALE OR OTHER TRANSFER OF THE PROPERTY WITHOUT THE WRITTEN CERTIFICATION BY THE AUTHORITY THAT THE TRANSFEREE QUALIFIES AS AN ELIGIBLE HOUSEHOLD AND THAT THE PROPERTY IS BEING TRANSFERRED AT A PRICE NOT TO EXCEED THE ADJUSTED RESALE PRICE,

WHICH IS CAPPED AT THE AFFORDABLE UNIT COST AS DEFINED IN PARAGRAPH 1.a. ANY SALE OR OTHER TRANSFER OF THE PROPERTY IN VIOLATION OF THIS COVENANT SHALL BE VOID.

c. **Principal Residence Requirement**. OWNER COVENANTS AND AGREES THAT HE/SHE/THEY SHALL OCCUPY THE PROPERTY AS HIS/HER/THEIR PRINCIPAL RESIDENCE FOR THE DURATION OF HIS/HER/THEIR OWNERSHIP AND SHALL NOT RENT OR LEASE THE PROPERTY OR PORTION THEREOF DURING THE TERM OF THIS AGREEMENT. Without limiting the generality of the foregoing, any absence from the Property by Owner for a period of ninety (90) or more days shall be deemed an abandonment of the Property as the principal residence of Owner in violation of the conditions of this Paragraph. Upon request by the Authority made from time to time, the Owner of the Property shall submit an affidavit to the Authority certifying that the Property is the Owner's principal residence and provide such documents and other evidence as may be requested to verify Owner's compliance with this requirement. Abandonment of the Property shall constitute an Option Event (as defined in Paragraph 3.c below) and shall entitle the Authority to exercise its Option to purchase the Property.

3. **Option to Purchase.**

a. **Grant of Option to Purchase**. Owner hereby grants to the Authority an option ("Option") to purchase all of Owner's right, title and interest in and to the Property upon the occurrence of an Option Event (defined in Paragraph 3.c below), subject to the terms and conditions contained herein.

b. **Assignment of the Option**. The Authority may assign the Option to another government entity, a non-profit affordable housing provider or a person or family that qualifies as an Eligible Household. The Authority's assignment of the Option shall not extend any time limits contained herein with respect to the exercise period of the Option or the period within which the Property must be purchased.

c. **Events Giving Rise to Right to Exercise Option**. The Authority shall have the right to exercise its Option upon the occurrence of any of the following events (each, an "Option Event"):

i. Receipt of a Notice of Intent to Transfer (defined in Paragraph 3.d.i below);

ii. Any actual, attempted or pending sale, conveyance, transfer, lease or other attempted disposition of the Property or of any estate or interest therein, except as provided in Paragraph 10 below;

iii. Any actual, attempted or pending encumbrance of the Property, including without limitation by way of mortgage or deed of trust, or by judgment, mechanics, tax or other lien, except as provided in Paragraph 9 below;

iv. Recordation of a notice of default and/or notice of sale pursuant to California Civil Code section 2924 (or successor provisions) under any deed of trust or mortgage with a power of sale encumbering the Property;

v. Commencement of a judicial foreclosure proceeding regarding the Property;

vi. Execution by Owner of any deed in lieu of foreclosure transferring ownership of the Property;

vii. Commencement of a proceeding or action in bankruptcy, whether voluntary or involuntary, pursuant to Title 11 of the United States Code or other bankruptcy statute, or any other insolvency, reorganization, arrangement, assignment for the benefit of creditors, receivership or trusteeship, concerning the Owner; or

viii. Any violation by Owner of any provision of this Agreement including, without limitation, the conditions set forth in Paragraph 2 above.

d. **Method of Exercising the Option**.

i. **Notice of Intent to Transfer**. If Owner desires to sell, convey, transfer (other than pursuant to Paragraph 9), lease, encumber (other than pursuant to Paragraph 10) or otherwise dispose of the Property or of any estate or interest therein, no less than 120 days prior to the date of such proposed sale, conveyance, transfer, lease, encumbrance or disposition, Owner shall notify Authority in writing to that effect (the "Notice of Intent to Transfer"). The Notice of Intent to Transfer shall be in substantially the form attached hereto as Exhibit B. In the case of a proposed sale of the Property to an identified prospective purchaser, the Owner shall submit to the Authority, together with the Notice of Intent to Transfer, a copy of the prospective purchaser's income certification, a list of all assets owned by the prospective purchaser, and other financial information reasonably requested by Authority, in a form approved by the Authority, along with the income certification to be provided to any lender making a loan to the prospective purchaser. The Authority may require documentation evidencing and supporting the income and other financial information contained in the certifications.

ii. **Notice of Exercise**. Upon the occurrence of any Option Event, the Authority may exercise its Option by delivering notice, pursuant to Paragraph 16 and within the time period specified in Paragraph 3(d) (iv), to Owner of Authority's intent to exercise such Option pursuant to the terms of this Agreement ("Notice of Exercise"). The Notice of Exercise may be in the form attached hereto and incorporated herein as Exhibit C, or in such other form as the Authority may from time to time adopt. If the Option Event relates to the potential foreclosure of a mortgage under Paragraphs 3.c.iv, 3.c.v, or 3.c.vi, then the Authority shall also deliver the Notice of Exercise to the mortgagee or beneficiary under such mortgage, at such mortgagee's or beneficiary's address of record in the Office of the Recorder of Santa Clara County.

iii. **Notice of Consent to Transfer**. If the Authority does not exercise the Option, it may give its consent to the occurrence of the Option Event ("Consent to Transfer"). If the Option Event involves a proposed sale of the Property to a prospective

purchaser, the Authority's consent shall be conditioned upon (i) the proposed purchaser's qualification as an Eligible Household; (ii) the sale of the Property at a price not to exceed the Adjusted Resale Price; (iii) the proposed purchaser's execution of a Disclosure Statement in the form attached hereto as Exhibit F or such other form or forms as may be promulgated by the Authority ; and (iv) the proposed purchaser's assumption of Owner's duties and obligations under this Agreement pursuant to a written assumption agreement in a form acceptable to Authority, or execution of an agreement substantially similar to this Agreement, within One hundred twenty (120) days after the Consent to Transfer has been delivered to Owner and recordation of such assumption agreement or substitute agreement. If the prospective purchaser (i) fails to qualify as an Eligible Household, (ii) fails to execute and deliver the Disclosure Statement to the Authority, or (iii) fails to execute and deliver to the Authority an assumption agreement or an agreement substantially similar to this Agreement within such one hundred twenty (120) day period, then the Consent to Transfer shall expire and the Authority may, at its option, either notify Owner of the disqualification, thereby entitling Owner to locate another purchaser who qualifies as Eligible Household, or exercise the Option, as if no Consent to Transfer had been delivered.

iv. **Time Period for Notice**. The Authority shall deliver a Consent to Transfer, if applicable, not later than ninety (90) days after the date that it receives notification of an Option Event. The Authority shall deliver a Notice of Exercise, if applicable, on or before the date which is the later to occur of the following: (i) one hundred twenty (120) days after the date that the Authority receives notification of an Option Event or (ii) thirty (30) days after a Consent to Transfer has expired. For purposes of computing commencement of the delivery periods, the Authority shall be deemed to have received notification of an Option Event on the date of delivery of a Notice of Intent to Transfer, pursuant to the terms of Paragraph 16 below or on the date it actually receives notice of default, summons and complaint or other pleading, or other writing specifically stating that an Option Event has occurred. The Authority shall have no obligation to deliver a Notice of Exercise or Consent to Transfer, and the applicable time period for exercise of the Option shall not commence to run, unless and until the Agency has received notification of an Option Event in the manner specified in this subparagraph. If there is a stay or injunction imposed by court order precluding the Authority from delivering its Consent to Transfer or Notice of Exercise within the applicable time period, then the running of such period shall cease until such time as the stay is lifted or the injunction is dissolved and the Authority has been given written notice thereof, at which time the period for delivery of a Consent to Transfer or Notice of Exercise shall again begin to run.

v. **Notice of Abandonment**. If the Authority fails to deliver a Notice of Exercise or Consent to Transfer within the time periods set forth in paragraph 3.d.iv, upon request by Owner, the Authority shall cause to be filed for recordation in the Office of the Recorder of Santa Clara County, a notice of abandonment, which shall declare that the provisions of the Option are no longer applicable to the Property. Unless Owner requests recordation of notice of abandonment within 30 days of the Authority's failure to deliver Notice of Exercise or Consent to Transfer, the Authority shall have no obligation to record the notice of abandonment. Upon recordation of a notice of abandonment, the Option shall terminate and have no further force and effect. If the Authority fails to record a notice of abandonment, the sole remedy of Owner shall be to obtain a judicial order instructing prompt recordation of such a notice.

vi. **Right to Reinstatement**. If the Option Event is the recordation of a notice of default, then the Agency shall be deemed to be Owner's successor in interest under California Civil Code Section 2924c (or successor section) solely for purposes of reinstatement of any mortgage on the Property that has led to the recordation of the notice of default. As Owner's deemed successor in interest, the Authority shall be entitled to pay all amounts of principal, interest, taxes, assessments, homeowners' association fees, insurance premiums, advances, costs, attorneys' fees and expenses required to cure the default. If the Agency exercises the Option, then any and all amounts paid by the Authority pursuant to this Paragraph shall be treated as Adjustments to the Base Resale Price for the Property, as defined in Paragraph 5 below.

vii. **Inspection of Property**. After receiving a Notice of Intent to transfer or delivering a Notice of Exercise, the Authority shall be entitled to inspect the Property one or more times prior to the close of escrow to determine the amount of any Adjustments to the Base Resale Price. Before inspecting the Property, the Authority shall give Owner not less than forty-eight (48) hours' written notice of the date, time and expected duration of the inspection. The inspection shall be conducted between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday, excluding court holidays, unless the parties mutually agree in writing to another date and time. Owner shall make the Property available for inspection on the date and at the time specified in the Authority's request for inspection.

viii. **Escrow**. Promptly after delivering a Notice of Exercise, the Authority shall open an escrow account for its purchase of the Property. Close of escrow shall take place on the date that is the later to occur of the following, (a) ninety (90) days after a Notice of Exercise has been delivered, or (b) ten (10) days after Owner has performed all acts and executed all documents required for close of escrow. Prior to the close of escrow, the Authority shall deposit into escrow with a title company of Authority's choosing, an amount equal to the Adjusted Resale Price as defined in Paragraph 5 below and all escrow fees and closing costs to be paid by Authority. Commissions (not to exceed 6% of the actual sales price), closing costs and title insurance shall be paid pursuant to the custom and practice in the County of Santa Clara at the time of the opening of escrow, or as may otherwise be provided by mutual agreement. Owner agrees to perform all acts and execute all documents reasonably necessary to effectuate the close of escrow and transfer of the Property to the Authority.

ix. **Proceeds of Escrow; Removal of Exceptions to Title**. Prior to close of escrow, Owner shall cause the removal of all exceptions to title to the Property that were recorded after the Effective Date with the exception of (i) taxes for the fiscal year in which the escrow for this transaction closes, which taxes shall be prorated as between Owner and Authority as of the date of close of escrow; (ii) quasi-public utility, public alley, public street easements, and rights of way of record, and (iii) such other liens, encumbrances, reservations and restrictions as may be approved in writing by Authority ("Permitted Exceptions").

The purchase price deposited into escrow by the Authority shall be applied first to the payment of any and all Permitted Encumbrances (as defined in Paragraph 10) recorded against the Property in order of lien priority, and thereafter to the payment of Owner's share of escrow fees and closing costs. Any amounts remaining after the purchase price has been so applied, if any, shall be paid to Owner upon the close of escrow. If the purchase price is

insufficient to satisfy all liens and encumbrances recorded against the Property, the Owner shall deposit into escrow such additional sums as may be required to remove said liens and encumbrances. In the event that the Authority agrees to proceed with close of escrow prior to the date that Owner has caused all exceptions to title recorded after the Effective Date other than Permitted Exceptions to be removed, then Owner shall indemnify, defend and hold Authority harmless from any and all costs expenses or liabilities (including attorneys' fees) incurred or suffered by Authority that relate to such exceptions and their removal as exceptions to title to the Property.

4. **Base Resale Price**. Prior to adjustment pursuant to Paragraph 5 the base resale price ("Base Resale Price") of the Property shall be the lowest of:

a. **Median Income**. The original price("Base Price") paid by Owner for acquisition of the Property pursuant to the Program as set forth on page 1 of this Agreement, increased (but not decreased) by an amount, if any, equal to the Base Price multiplied by the percentage increase in the median household income ("Median Income") for Santa Clara County published by the California Department of Housing and Community Development, Division of Housing Policy Development, between the Effective Date and the date that the Authority receives notification of an Option Event; or

b. **Index Price**. The Base Price increased (but not decreased) by an amount, if any, equal to the Base Price multiplied by the percentage increase in the Consumer Price Index for All Urban Consumers for the San Francisco-Oakland-San Jose published by the U.S. Department of Labor, Bureau of Labor Statistics ("Index") between the Recording Date and the date that the City receives notification of an Option Event; or

c. **Fair Market Value**. The fair market value of the Property as determined by an appraiser selected and paid for by Owner and approved in writing by the Authority.

5. **Adjustments to Base Resale Price**. Subject to the Affordable Unit Cost restriction described in subparagraph (d) below, the Base Resale Price shall be increased or decreased, as applicable, by the following adjustment factors ("Adjustment"):

a. **Capital Improvements**. An increase for capital improvements made to the Property, but only if the amount of such improvements has been previously approved in writing by the Authority after Owner has submitted original written documentation of the cost to the Authority for verification. The amount of the Adjustment shall equal to the depreciated value of any such capital improvements.

b. **Damages**. A decrease by the amount necessary to repair damage to the Property, if any, and to place the Property into saleable condition as reasonably determined by the Authority upon Authority's exercise of its Option hereunder, including, without limitation, amounts attributed to cleaning; painting; replacing worn carpeting and draperies; making necessary structural, mechanical, electrical and plumbing repairs; and repairing or replacing built-in appliances and fixtures. Owner hereby covenants to, at Owner's expense, maintain the Property in the same condition as in existence on the date of Authority's Notice of Exercise, reasonable wear and tear excepted.

c. **Advances by the Authority**. A decrease in an amount equal to the sum of all costs advanced by the Authority for the payment of mortgages, taxes, assessments, insurance premiums, homeowner's association fees and/or associated late fees, costs, penalties, interest, attorneys' fees, pest inspections, resale inspections and other expenses related to the Property, which Owner has failed to pay or has permitted to become delinquent.

d. **Adjusted Resale Price Not to Exceed Affordable Unit Cost**. The Base Resale Price as adjusted, is hereinafter referred to as the "Adjusted Resale Price." Notwithstanding any other provision hereof to the contrary, in no event shall the Adjusted Resale Price exceed the Affordable Unit Cost.

6. **Priority and Effectiveness of the Option**.

a. **Recordation**. This Agreement shall be recorded in the Office of the Recorder of the County of Santa Clara on or as soon as practicable after the Effective Date. The Option shall have priority over any subsequent sale, conveyance, transfer, lease or other disposition or encumbrance of the Property, or of any estate or interest therein, and in the event of exercise of the Option by Authority, the Authority shall take the Property subject only to Permitted Exceptions. Except as otherwise provided in Paragraph 7.a, the exercise of the Option by the Authority at any time and from time to time shall not extinguish the Option or cause a merger of the Option into any estate or other interest in the Property, and the Option shall continue to exist and be effective with respect to the Property against any and all subsequent owners in accordance with the terms and conditions hereof.

b. **Request for Notice of Default**. The Authority shall file a Request for Notice of Default for recordation in the Office of the Recorder of the County of Santa Clara promptly upon execution of this Agreement (see Exhibit E).

7. **Survival of Option Upon Transfer**.

a. **In General**. The Authority's right to exercise the Option shall survive any transfer of the Property by Owner. Each transferee, assignee or purchaser of the Property during the term hereof shall be required to execute an agreement substantially in the form of this Agreement, provided that the term of any such agreement shall be for the duration of the term hereof as of the date of any such transfer, assignment or sale. The Option may be exercised against the Property throughout the term hereof, regardless of whether the Property is owned, possessed or occupied by Owner or any successor, transferee, assignee, heir, executor, or administrator of Owner, regardless of household income (if applicable) including a debtor-in-possession, debtor or trustee pursuant to Title 11 of the United States Code. Notwithstanding the foregoing, the Option shall not survive (i) the sale and transfer of the Property to a third party purchaser pursuant to a judicial or non-judicial foreclosure or a deed-in-lieu of foreclosure under a power of sale contained in a mortgage or deed of trust held by an institutional lender, provided that the Authority has received timely notice of such Option Event and has failed to either reinstate said mortgage or deed of trust or exercise its Option, or (ii) the recording of an instrument conveying Owner's interest in the Property to the Authority, or its assignee, provided the conveyance is in accordance with the terms of this Agreement.

b. **HUD Insured Mortgage**. If Owner has acquired the Property by a mortgage insured by the Secretary of the United States Department of Housing and Urban Development, and a notice of default has been recorded pursuant to California Civil Code Section 2924 (or successor provisions), then this Option shall automatically terminate if title to the Property is transferred by foreclosure or deed-in-lieu of foreclosure, or if the insured mortgage is assigned to the Secretary.

8. **Voidable Transfers**. As long as the Option has not been abandoned pursuant to Paragraph 3.d.v, any actual or attempted sale, conveyance, transfer or other disposition of the Property, or of any estate or interest therein, in violation of the terms and conditions of this Agreement, shall be voidable at the election of the Authority.

9. **Permitted Transfers**. Provided that the transferee assumes, within 30 days of a written request by the Authority, all of Owner's duties and obligations under this Agreement pursuant to a written assumption agreement in a form acceptable to Authority, or at Authority's election, execution of an agreement substantially similar to this Agreement, the following transfers ("Permitted Transfers") of title to the Property, or of any estate or interest therein, shall not be subject to the Authority's prior approval, shall not trigger the exercise of the Option, and shall not be considered Option Events: (a) the creation of a lien or other encumbrance subordinate to Lender's security instrument which does not relate to a transfer of rights of occupancy; (b) the creation of a purchase money security interest for household appliances; (c) a transfer by devise, descent, or operation of law on the death of a joint tenant or tenant by the entirety; (d) a transfer to a relative resulting from the death of a Borrower; (e) a transfer where a spouse or child of a Borrower becomes an owner of the Property; (f) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or incidental property settlement agreement by which the spouse of a Borrower becomes a sole owner of the Property; and (g) a transfer into an inter vivos trust in which a Borrower is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the Property, and the Owner continues to occupy the property as his/her primary residence; (h) an acquisition of title, or of any interest therein, in conjunction with marriage; or (i) any good faith transfer to an Eligible Household Notwithstanding any Permitted Transfer, the Option shall remain effective with respect to the Property for the duration of the term hereof.

10. **Permitted Encumbrances and Refinancing**. This Option shall not become exercisable as the result of Owner's encumbering the Property for the purpose of securing financing to purchase the Property pursuant to the Program, to refinance indebtedness incurred to purchase the Property pursuant to the Program, provided that the refinance shall not provide Owner with the ability to obtain cash advances or other "cash out" options, unless for the purpose of making necessary repairs to the Property in an amount approved by Authority pursuant to Paragraph 5a ("Permitted Encumbrances"). The maximum aggregate amount of such encumbrances outstanding at any time (the "Permitted Encumbrance Amount") shall not exceed an amount equal to ninety percent (90%) of the Base Resale Price calculated as provided in Paragraph 4. The Permitted Encumbrance Amount shall be calculated as if the Authority had received notification of an Option Event on the earlier of (a) the date on which the deed of trust or mortgage securing the indebtedness is filed for record in the Office of the Recorder of the

County of Santa Clara, or (b) the date the Authority receives Notice of Intent to Transfer pursuant to Paragraph 3.d.i above. Owner hereby covenants and agrees that he/she/they shall use his/her/their best efforts to ensure that any deed of trust or other agreement encumbering the property shall include provisions providing for notice to be delivered to Authority of any default thereunder and for Authority's right to cure such default at Authority's election.

11. **Obligation of Owner After Option Abandonment**. If the Authority records a notice of abandonment of the Option, then the Property may be sold by Owner to a third party without restriction as to price; however, upon such sale, Owner shall pay to Authority an amount ("Authority's Share") equal to eighty-five percent (85%) of the difference between (a) the actual sales price net of reasonable and customary real estate commissions paid (such commissions not to exceed six percent (6%) of the actual sales price), and (b) the Adjusted Resale Price. The Authority's Share shall be paid to the Authority concurrently with close of escrow on the sale of the Property, or upon receipt by Owner of the sale price for the Property, whichever shall first occur.

12. **Limits on Liability**. In no event shall the Authority become liable or obligated in any manner to Owner by reason of the assignment of this Agreement or the Option, nor shall Authority be in any way liable or obligated to Owner for any failure of the Authority's assignee to consummate a purchase of the Property or to comply with the terms of this Agreement or the Option, or any escrow instructions or agreement for the purchase of the Property.

13. **Insurance Proceeds and Condemnation Award**. In the event the Property is destroyed and insurance proceeds are distributed to Owner instead of being used to rebuild the Property, or, in the event of condemnation, if the proceeds thereof are distributed to Owner, any surplus of proceeds remaining after payment of the senior liens and encumbrances on the Property shall be distributed as follows: that portion of the surplus up to, but not to exceed, the net amount Owner would have received pursuant to Paragraph 3.d.ix had the Authority exercised its Option on the date of the destruction of condemnation valuation date shall be distributed to Owner, and the balance of such surplus, if any, shall be distributed to the Authority.

14. **Effective Date**. The rights and obligations of the Authority and Owner set forth in this Agreement shall be effective as of the Original Date.

15. **Term of Agreement and Option**. The restrictions contained herein and the Authority's option to purchase the Property shall continue until **April 4, 2061** which date is forty-five (45) years from the date of the sale of the Property to Owners.

16. **Notices**. Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other Party in accordance with this Section. All such notices shall be sent by:

(a) Personal delivery, in which case notice shall be deemed delivered upon receipt;

(b) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered two (2) business days after deposit, postage prepaid in the United States mail;

(c) nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) day after deposit with such courier; or

(d) facsimile transmission, in which case notice shall be deemed delivered on transmittal, provided that a transmission report is generated reflecting the accurate transmission thereof.

Agency: City of Milpitas Housing Authority
455 Calaveras Boulevard
Milpitas, CA 95035
Attn: Executive Director

Owner: Marisela Campos
254 Parc Place Drive
Milpitas, CA 95035

17. **Remedies Upon Breach.**

a. **Specific Performance**. Owner acknowledges that any breach in the performance of its obligations under this Agreement shall cause irreparable harm to the Authority. Owner agrees that the Authority is entitled to equitable relief in the form of specific performance upon its exercise of the Option, and that an award of damages shall not be adequate to compensate the Authority for Owner's failure to perform according to the terms of this Agreement.

b. **Other Remedies**. Authority shall have all of the remedies provided for at law or equity.

18. **General Provisions.**

a. **Attorneys' Fees**. If either party initiates legal proceedings to interpret or enforce its rights under this Agreement, the prevailing party in such action shall be entitled to an award of reasonable attorneys' fees and costs in additions to any other recovery to which it is entitled under this Agreement.

b. **No Joint Venture; No Third-Party Beneficiary**. No joint venture or other partnership exists or is created between the Parties by virtue of this Agreement. Except as expressly stated herein, this Agreement does not benefit any third party.

c**. Successors; Assignment**. This Agreement shall inure to the benefit of and shall be binding upon the Parties to this Agreement and their respective heirs, executors, administrators, successors and assigns. Authority shall have the right to assign all of its rights and obligations under this Agreement without the consent of Owner.

d. **Entire Agreement; Amendment**. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior negotiations, correspondence, understandings and agreements with respect thereto. There are no representations, promises, agreements or other understandings between the Parties relating to the subject matter of this Agreement that are not expressed herein. This Agreement may be modified only by an instrument in writing executed by the Parties or their respective successors in interest.

e. **Survival; No Merger**. All of the terms, provisions, representations, warranties and covenants of the Parties under this Agreement shall survive the close of escrow of any sale of the Property and shall not be merged in any deed transferring the Property.

f. **Authority And Execution**. Each Party represents and warrants that it has full power and authority to enter into this Agreement and to undertake all of its obligations hereunder, that each person executing this Agreement on its behalf is duly and validly authorized to do so.

g. **Severability.** The invalidity or unenforceability of any term or provision of this Agreement shall not impair or affect the remainder of this Agreement, and the remaining terms and provisions hereof shall not be invalidated but shall remain in full force and effect.

h. **Waiver; Modification**. No waiver or modification of this Agreement or any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the Party to be charged therewith. No evidence or any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the Parties arising out of or affecting this Agreement or the rights or obligations of any Party hereunder, unless such waiver or modification is in writing and duly executed as aforesaid. The provisions of this section may not be waived except as herein set forth. A waiver or breach of any covenant, condition or provision of this Agreement shall not be deemed a waiver of any other covenant, condition or provision hereof.

i. **Construction**. The section headings and captions used in this Agreement are for convenience of reference only and shall not modify, define, limit or amplify any of the terms or provisions hereof. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties have prepared it.

j. **Governing Law**. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of California.

k. **Time of the Essence**. Time is of the essence in this Agreement as to each provision in which time is an element of performance.

l. **Further Assurances**. Each Party will, upon reasonable request of the other Party, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments and documents as may be reasonably necessary in order to fulfill the intents and purposes of this Agreement.

m. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

OWNER(S):

(Name) Marisela Campos

OWNER(S):

(Name)

OWNER(S):

(Name)

Date

APPROVED AS TO FORM:

Michael Mutalipassi, Housing Authority Counsel

AUTHORITY:

CITY OF MILPITAS HOUSING AUTHORITY

Steven G. McHarris, Executive Director

EXHIBIT A
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MILPITAS, COUNTY OF SANTA CLARA. STATE OF CALIFORNIA. AND IS DESCRIBED AS FOLLOW:

ASSESSOR'S PARCEL NO. 083-21-107

Or

LEGAL DESCRIPTION

EXHIBIT B
FORM: NOTICE OF INTENT TO TRANSFER

VIA CERTIFIED MAIL - RETURN RECEIPT REQUESTED

To: CITY OF MILPITAS HOUSING AUTHORITY
455 East Calaveras Boulevard
Milpitas, CA 95035
Attn: Authority Executive Director

Date: _____

Re: Notice of Intent to Transfer

Pursuant to the terms of the Resale Restriction and Option to Purchase Agreement, dated ____, the undersigned Owner(s), _____, hereby give(s) notice of his/her/their intent to transfer the property located at _____, Milpitas, California (the "Property"). Owner may be contacted at the Property or at the following address:

_____
_____
_____

Owner's daytime telephone number is (___) _____

[*If applicable*: The proposed transfer of the Property is to the following person(s):

Name: _____

Address: _____

_____

Telephone: (___) _____]

The proposed transfer is (check one):

☐ Sale

☐ Other Specify: _____

Owner(s) signature(s):

_____

_____

EXHIBIT C
FORM: NOTICE OF EXERCISE

Date: _____

To: _____
Owner or Transferee

_____
Address

Re: Notice of Exercise

The City of Milpitas Housing Authority ("Authority") hereby gives notice that it is exercising its option to purchase the real property located at _____, Milpitas, California. The option has been granted to the Authority pursuant to the Resale Restriction and Option to Purchase Agreement between Owner and the Authority dated _____ and recorded on _____ as Instrument No. _____. [The Authority has assigned its option to purchase the real property to _____.] An escrow for the purchase will be opened with the Chicago Title Company.

City of Milpitas Housing Authority

By:_____

Its:_____

EXHIBIT D

BASE RESALE PRICE WORKSHEET

Date: _____

Owner: _____

Address: _____

Purchase Price: _____

Date of Purchase: _____

Years Owned: _____ years

METHOD #1: CALCULATION BASED ON INCREASE IN MEDIAN INCOME***	
Present Median Income: $_____ Family of four, County of Santa Clara (at time of sale of unit)	Effective Date: _____
Original Median Income: $_____ Family of four, County of Santa Clara (at time of purchase of unit)	Effective Date: _____
Amount of Increase: _____ Family of four, County of Santa Clara (Present median income minus original median income)	
Increase in Price: _____	x _____ x _____ = _____
Method #1 Resale Price: _____	+ = _____

METHOD #2: CALCULATION BASED ON INCREASE IN CONSUMER PRICE INDEX	
Present CPI: _____	Effective Date: _____
Original CPI: _____	Effective Date: _____
Rate of Increase: _____per annum	
Increase in Price: _____	x _____ x _____ = _____
Method #2 Resale Price: _____	+ = _____

Based on the above, the base resale price as of this date, _____, is: _____

By: _____

EXHIBIT E
REQUEST FOR NOTICE OF DEFAULT

Order No.
Escrow No.
Loan No.

WHEN RECORDED MAIL TO:

City of Milpitas Housing Authority
455 East Calaveras Boulevard
Milpitas, CA 95035
Attn: Authority Executive Director

_____

(Space Above This Line For Recorder's Use Only)

REQUEST FOR NOTICE UNDER SECTION 2924b CIVIL CODE

In accordance with Section 2924b, Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale under the Deed of Trust recorded as Instrument No. _____ on _____, ____, in the Official Records of Santa Clara County, California, and describing land therein as:

_____

_____

executed by _____, as Trustor, in which _____ is named as Beneficiary, and _____, as Trustee, be mailed to the City of Milpitas Housing Authority, 455 Calaveras Boulevard, Milpitas, California _____, Attn: _____.

By: _____

NOTICE: A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE WILL BE SENT ONLY TO THE ADDRESS CONTAINED IN THIS RECORDED REQUEST. IF YOUR ADDRESS CHANGES, A NEW REQUEST MUST BE RECORDED.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____before me, _____, a Notary Public in and for said county and state, personally appeared _____ _____ personally known to me (or 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.

WITNESS my hand and official seal.

Signature _____ (This area for official notarial seal)

EXHIBIT F

DISCLOSURE STATEMENT

THERE ARE RESTRICTIONS ON THE SALE OF THE PROPERTY YOU ARE BUYING. EXCEPT FOR A TRANSFER TO THE CITY FOLLOWING CITY'S EXERCISE OF ITS OPTION TO PURCHASE, THIS PROPERTY MAY ONLY BE SOLD TO AN "ELIGIBLE HOUSEHOLD" AT A PRICE NOT TO EXCEED THE ADJUSTED RESALE PRICE WHICH IS CAPPED AT AN "AFFORDABLE HOUSING COST."

THIS MEANS THAT YOU MAY NOT SELL THE PROPERTY FOR MARKET VALUE TO WHOMEVER YOU LIKE.

THESE RESTRICTIONS WILL BE IN EFFECT UNTIL **_____.**
SALE OF THE PROPERTY IN VIOLATION OF THE RESTRICTIONS SHALL BE VOIDABLE AT THE ELECTION OF THE CITY.

TO DETERMINE WHO AN ELIGIBLE HOUSEHOLD IS, AND WHAT THE ADJUSTED RESALE PRICE AND AFFORDABLE HOUSING COST ARE, YOU SHOULD CONTACT THE MILPITAS HOUSING AUTHORITY (FORMER CITY OF MILPITAS REDEVELOPMENT AGENCY).

YOU SHOULD ALSO READ THE RESALE RESTRICTION AND OPTION TO PURCHASE AGREEMENT RECORDED AGAINST THE PROPERTY. YOU MAY OBTAIN A COPY FROM THE MILPITAS HOUSING AUTHORITY OR FROM THE ESCROW COMPANY.

I HAVE READ THE FOREGOING AND I UNDERSTAND WHAT IT MEANS.

_____ _____
(Owners)

_____Date

City of Milpitas, California

BUDGET CHANGE FORM

Type of Change	From*		To*	
	Account	**Amount**	**Account**	**Amount**
Check one: ☐ **Budget Appropriation** ☐ **Budget Transfer**	**295-3770**	**$278,315**	**295-2909**	**$278,315**

1. Adopt the resolution authorizing the Executive Director of the Milpitas Housing Authority to execute documents for the sale of the residential property located at 254 Parc Place Drive in the amount of $278,315.
2. Approve related budget amendments due to the sale of the property located at 254 Parc Place Drive in the amount of $278,315.

BACKGROUND:

On February 1, 2012, Assembly Bill X1 26 resulted in the dissolution of all Redevelopment Agencies throughout the State. In anticipation of the dissolution, the Milpitas City Council adopted Resolution No. 8062 in February 2011. The Resolution established the City of Milpitas Housing Authority as the Successor Housing Agency to the Milpitas Redevelopment Agency. Thirteen real properties were transferred from the former Redevelopment Agency to the Milpitas Housing Authority. The transferred properties and its current disposition are summarized in the table below.

	Address	Developed with Affordable Housing	Sold by Housing Authority	Retained by Housing Authority
1	340 Celebration Dr.	X	X	
2	**600 S. Abel St. #208**	**X**		**X**
3	1101 S. Main St. #313	X	X	
4	**254 Parc Place Dr.**	**X**		**X**
5	1432 S. Main St.			X
6	1434 S. Main St.			X
7	1436 S. Main St.			X
8	1438 S. Main St.			X
9	1438A S. Main St.			X
10	1440 S. Main St.			X
11	1444 S. Main St.			X
12	1446 S. Main St.			X
13	1504-1620 S. Main St.	X	X	

The Health and Safety Code Section 34176.l(e) requires that all properties acquired by the Redevelopment Agency prior to February 1, 2012, and transferred to the Housing Authority, be developed within certain time frames. According to Health and Safety Code Section 33334.16, within five years, from the date the property is acquired, activities must be initiated consistent with the development of the property for affordable housing purposes, or the property must be sold, and the proceeds deposited into the State Low and Moderate Income

Housing Asset Fund. This Health and Safety Code Section also allows for one additional period not to exceed five years.

Properties located at 1432-1446 S. Main Street, also known as Parcel 1, will be sold in Quarter 1 of 2023 (Properties 5-12 in the chart above).

The purpose of this agenda is to authorize the sale of 254 Parc Place Drive to be in compliance with the California Department of Housing and Community Development.

ANALYSIS:

There are two remaining residential units of the thirteen total properties owned by the Housing Authority for sale (Properties 2 and 4 in the chart above). The residential properties located at 600 S. Abel Street Unit #208 and 254 Parc Place Drive were being rented to low-income households at a low-income rent level. Tenants of these properties signed a Lease Agreement with an Option to Purchase from the Housing Authority. The Option to Purchase provides these tenants with the option to purchase the units. The leases, which were executed in 2013, expired in 2014. Tenants have been on month-to-month since that time.

Housing staff has periodically reached out to the tenants about purchasing their units. Staff worked with the two remaining tenants to purchase their units so that the sale to low-income households occurs before August 31, 2022. The Option to Purchase provided the opportunity for the tenant of 254 Parc Place Drive to purchase the unit (Attachment 1).

The initial five-year period to dispose of the property expired on August 31, 2017. The Housing Authority Commission adopted a resolution approving a one-time expiration date extension to August 31, 2022. Due to delays caused by the buyer's lender, the City did not meet the deadline to dispose of 254 Parc Place Drive by this date. However, the City is in compliance with the California Department of Housing and Community Development because staff initiated disposition activities such as working in good faith with the buyer's lender and real estate agent on the sale.

254 Parc Place Drive Unit Purchase

Ms. Marisela Campos has been diligently pursuing the purchase of the unit. Staff certified that she is income-eligible to purchase the unit and is a first-time homebuyer, which are two requirements in the City's Below Market Rate program.

As part of the sale, the homebuyer, Ms. Campos, will be required to sign the City's Resale Restriction Agreement, Option to Purchase, and adhere to its owner-occupied requirement. The Resale Restriction will limit the appreciation in the unit and will give the City the purchase option on the unit if the unit falls into default. Staff will monitor the unit to ensure that it will continue to be the primary residence of the occupant through the required Annual Occupancy form.

FISCAL IMPACT:

Proceeds from the sale will be posted into the Housing Authority Fund for future appropriation.

California Environmental Quality Act (CEQA):

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).

RECOMMENDATION:

1. Adopt the resolution authorizing the Executive Director of the Milpitas Housing Authority to execute documents for the sale of the residential property located at 254 Parc Place Drive in the amount of $278,315.
2. Approve related budget amendments due to the sale of the property located at 254 Parc Place Drive in the amount of $278,315.

Attachment(s):

1. Attachment 1- Sale of 254 Parc Place Resolution
2. Attachment 2- 254 Parc Place Budget Change Form

☐ **Check if City Council Approval required.** **Meeting Date**: November 01, 2022

Requested by:	**Department Head:** Alex Andrade	**Date:** November 01, 2022
Reviewed by:	**Finance Director:** Lauren Lai	**Date:** November 01, 2022

Date approved by City Council, if required: **Confirmed by:**

FI/24786/V **Form 30-222 (Rev. 1/92)**

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Approve and Authorize the City Manager to Execute Amendment No. 4 with AG Witt, LLC for Disaster and COVID19 Cost Recovery and Consultation Services to extend the term by 18 months and increase the existing contract by $67,975 for a total contract amount of $229,211.25 (Staff Contact: Lauren Lai, Finance Director, 408-586-3111)**
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	11/1/2022
	Recommendation: Approve and Authorize the City Manager to Execute Amendment No. 4 with AG Witt, LLC for Disaster and COVID19 Cost Recovery and Consultation Services to extend the term by 18 months and increase the existing contract by $67,975 for a total contract amount of $229,211.25

BACKGROUND:

On February 22, 2021, the City executed an agreement with AG Witt, LLC (Consultant) for disaster cost recovery advisory and consulting services including cost auditing services for the COVID 19 event for a not to exceed amount of $95,000. Consultant was procured through a competitive process conducted by County of Santa Clara through solicitation ERFSQ-CON-FY20-0361 Disaster Cost Recovery and Financial Advisory Services dated May 1, 2020. Subsequently, the City executed three amendments to include additional funding for Federal Emergency Management Agency (FEMA) reimbursement and especially for COVID 19 advisory and cost accounting services. The amendments are as follows:

- Amendment #1: April 8, 2021 – time only amendment to extend to December 31, 2021
- Amendment #2: November 16, 2021 – increased funding by $45,450 and not-to-exceed of $140,450 and time extended to December 31, 2022.
- Amendment #3: July 22, 2022 – increased funding by $20,786.25 and not-to-exceed of $161,236.25.

The above amendments were executed in accordance with the August 9, 2021 Council delegation of authority to the City Manager including appropriation and contract approval for American Rescue Plan Act (ARPA) funds.

ANALYSIS:

Recognizing that some of the scope of work relates to FEMA reimbursements and COVID 19 advisory and assistance, Staff is requesting Council consideration and approval of amendment # 4 to extend the term by 18 months (through December 31, 2024) and increase the existing contract amount of $161,236.25 by $67,975 for a total contract amount of $229,211.25.

To date, AG Witt assisted the City with filing approximately $1.2 million to FEMA for reimbursement. They also assisted the City with the Treasury legislations, policy development and program development for the City ARPA efforts.

This amendment will support Staff in maximizing FEMA reimbursement and assisting the City with ARPA programs.

POLICY ALTERNATIVE(S):

Alternative 1: Not approve Amendment #4
Pros: The City will not incur $67,975 in costs.

Cons: It will adversely impact the City's FEMA reimbursement and ARPA program compliance

Reason for Not Recommending: It is in the best interest of the City to maximize FEMA reimbursement for cost recovery and ensure ARPA program compliance to avoid potential Treasury claw back of ARPA funds.

FISCAL IMPACT:
Amendment #4 of $67,975 would be funded via ARPA appropriation of $50,000 for administration and General Fund Unanticipated Expenditure appropriation of $17.975. No budget amendment is required for this action.

California Environmental Quality Act (CEQA):
By the definition provided in the CEQA Guidelines Section 15378, this action does not qualify as a "project" for the purpose of CEQA as this action has no potential to result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

RECOMMENDATION:
Approve and Authorize the City Manager to Execute Amendment No. 4 with AG Witt, LLC for Disaster and COVID19 Cost Recovery and Consultation Services to extend the term by 18 months and increase the existing contract amount by $67,975 for a total contract amount of $229,211.25

Attachment(s):
AG Witt Contract - Amendment #4

AMENDMENT NO. 4
TO THE PROFESIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MILPITAS AND AG WITT, LLC
FOR
DISASTER COST RECOVERY ADVISORY AND CONSULTING SERVICES AS WELL AS COST AUDITING SERVICES FOR THE COVID 19 EVENT

This Amendment No. 4 is entered into on _____, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "City"), and **AG Witt, LLC,** a Delaware corporation (hereafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Amendment No 4.

RECITALS

WHEREAS, on February 22, 2021, the Parties entered into a Professional Services Agreement for Disaster Cost Recovery Advisory and Consulting Services as Well as Cost Accounting Services for the COVID 19 Event for the City’s Finance Department (the “Agreement”) for the maximum amount of $95,000.00, and with a term period of February 22, 2021, through July 8, 2021; and

WHEREAS, on April 8, 2021, the Parties entered into Amendment No. 1 to the Agreement to extend the term period expiration date to December 31, 2021; and

WHEREAS, on November 16, 2021, the Parties entered into Amendment No. 2 to extend the term period expiration date to December 31, 2022 and increase the agreement maximum amount by $45,450.00 for a new not-to-exceed amount of $140,450.00.

WHEREAS, on July 22, 2022, the Parties entered into Agreement No. 3 to increase the agreement maximum amount by $20,786.25 for a new not-to-exceed amount of $161,236.25; and

WHEREAS, the Parties now desire to further amend the Agreement to increase the agreement maximum amount by $67,975.00 and to extend the term period expiration date to December 31, 2024.

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 section (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 **Two Hundred Twenty-Nine Thousand Two Hundred Eleven Dollars and Twenty-Five Cents ($229,211.25)**. 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. The first sentence of Section 5. Term is hereby amended to read as follows:

"The term of this Agreement shall be from February 22, 2021 to December 31, 2024, unless earlier terminated as provided herein."

All other provisions of the Agreement not amended by this Amendment No. 4 shall remain in full force and effect.

[SIGNATURES ON THE FOLLOWING PAGE]

SIGNATURE PAGE OF AMENDMENT NO. 4
TO PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF MILPITAS AND
AG WITT, LLC.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 4 as of the date written on page one.

CITY OF MILPITAS
Approved By:

_____
Steven G. McHarris, City Manager

_____
Date

Approved As To Form:

_____
Michael Mutalipassi, City Attorney

Approved:

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

AG WITT, LLC

_____
Signature

_____
Name

_____
Title

_____
Date

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Adopt a Resolution Authorizing the Funding Application to the PLHA Program, Approving a Five-Year Plan for the PLHA Program Formula Allocation of an Estimated $1,431,570.00 for the City of Milpitas, Authorizing the Receipt of the PLHA Grant, and Certifying to the California Department of Housing and Community Development Compliance with the PLHA Program Requirements (Staff Contact: Alex Andrade, Economic Development Director, 408-586-3046; and Sarah Balcha, Senior Administrative Analyst, 408-586-3268)**
Category:	Community Development
Meeting Date:	**11/1/2022**
	Recommendation: Adopt a Resolution authorizing the funding application to the PLHA program, approving a five-year Plan for the PLHA program formula allocation of an estimated $1,431,570 for the City of Milpitas, authorizing the receipt of the PLHA grant, and certifying to the California Department of Housing and Community Development compliance with the PLHA program requirements.

BACKGROUND:

In 2017, Governor Brown signed a 15-bill housing package aimed at addressing the state's housing shortage and high housing costs. This included Senate Bill 2 Building Homes and Jobs Act (SB-2), which created a recording fee on real estate documents to increase the supply of affordable homes in California. As the number of real estate transactions recorded in each county will vary from year to year, the revenues will fluctuate. SB-2 established that 70% of the revenue collected, beginning in calendar year 2019, will go to locally administered affordable housing, otherwise known as the Permanent Local Housing Allocation (PLHA). The funding will help cities and counties increase the supply of housing for households at or below 60% of the Area Median Income (AMI); increase assistance to affordable owner-occupied workforce housing; assist persons experiencing or at risk of homelessness; facilitate housing affordability, particularly for lower-and moderate-income households; promote projects and programs to meet the local government's unmet share of regional housing needs allocation; and ensure geographic equity in the distribution of the funds.

The California Department of Housing and Community Development (HCD) released the 2022 Notice of Funding Availability (NOFA) on August 17, 2022. The deadline to apply was initially October 31, 2022 but has subsequently been changed by HCD to November 30, 2022. The City of Milpitas must apply this year to be eligible for the City's 2019 calendar year allocation. Applicants cannot apply for more than three years of allocation in one year. The City is eligible to apply for its 2019, 2020, and 2021 PLHA entitlement of $1,017,554. However, HCD requirements state the Plan must be for the five-year period of 2019-2023 (Attachment 2). The City published public notice of the Plan in accordance with HCD requirements.

ANALYSIS:

The PLHA program has allocated money to the City of Milpitas. To be eligible for its entitlement, the City must engage in activities covered by the guidelines. The five-year Plan must detail how the allocated funds will be used for eligible activities. No more than 5% of the funding may be used towards administrative costs. If City Council adopts the resolution to authorize the 2019, 2020, and 2021 funding application (Attachment 1) and adopts the PLHA five-year plan, HCD is expected to approve the application and send the City a five-year Standard Agreement to be executed and signed within 90 days. Each year, HCD will publish the amount of funds the City will receive for the following year. To receive the funds, the City must submit a streamlined application requesting a PLHA allocation and to certify the City is continuing to comply with the threshold

requirements of the program, including having a certified Housing Element, submission of Housing Element annual performance reports, and submission of its annual PLHA report that details uses and expenditures of all awarded PLHA allocations and outcomes achieved.

During the five-year Plan period, up to 10% of the planned expenditure may be reallocated to another activity. If the City would like to reallocate more than 10% of its funding, then the City will need to submit a plan amendment and get HCD approval.

Of the eligible activities, only a few, such as assisting persons who are experiencing or at risk of homelessness, could be implemented under the short time frame allotted the City. Certain activities such as pre-development, City-owned rental housing, and purchasing foreclosed or vacant homes are not established programs and thus would require more staff time than is currently available to meet the PLHA funding deadline. Additionally, staff does not recommend City Council pursue homeownership opportunities as they are not commonly used by Milpitas residents and other funding sources are available. A full list of eligible activities can be seen in Attachment 3. Given the program deadline's time constraint, staff recommends both the five-year Plan and the 2019, 2020, and 2021 PLHA entitlement be approved for a combination of a Workforce Housing Rental Assistance Program (WHRAP) and to continue funding the Homeless Engagement and Access Team (HEAT).

Should the funds be allocated towards any type of rental assistance under PLHA, the PLHA guidelines require the individual receiving assistance be funded for a minimum of six months. In essence, WHRAP would function similarly to a voucher system in that these funds would be used to offset a specific amount of rent paid by the tenant but not the entire rent. Staff recommends utilizing PLHA funding to provide rental assistance for individuals who work in the city of Milpitas. Per PLHA guidelines, rental assistance must help individuals who are at or below 30% of the AMI. The table below provides the income limits by household size.

2022 HCD Income Limits

Person(s) in Household		1	2	3	**4**	5	6	7
30% AMI		$35,400	$40,450	$45,500	**$50,550**	$54,600	$58,650	$62,700

Staff recommends utilizing a lottery system for transparency, equity and to randomly select eligible individuals for the WHRAP. Staff suggests including preferences to individuals, such as individuals who are

- Employed by the Milpitas Unified School District,
- Employed by the City of Milpitas,
- Employed by the Hospitality Industry,
- Currently live in Milpitas
- And any other areas of City Council interest

This approach would grant a higher amount of lottery tickets to those individuals in identified preference categories and thus increase their chances of being randomly selected. Staff does not recommend current Milpitas residency be required as the intention of the program is to offset the high cost of living that may have forced or prevented the Milpitas workforce from living in Milpitas.

The City of Milpitas' five-year estimated allotment is $1,431,570. Staff recommends the approval of a five-year Plan which includes 5% ($71,578.50) for program administration and the remaining balance of $1,359,991.50 to be split between 20% ($271,998.30) for HEAT team funding (for unhoused outreach and assessment) and 80% ($1,087,993.20) for WHRAP.

As the City can only apply for three years of allocation at one time, staff recommends City Council adopt the resolution authorizing the PLHA funding application for the City of Milpitas' combined 2019, 2020, and 2021 entitlement of $1,017,554. Staff recommends the designation of 5% ($50,877.70) to program administration. The remaining balance of $966,676.30 will be split between 20% ($193,335.26) HEAT team funding, and 80% ($773,341.04) WHRAP. As the current fiscal year of funding for the HEAT team has already been budgeted, staff recommends utilizing $100,000 in PLHA funding for fiscal year 2023-24 and the remaining balance for

fiscal year 2024-25. This will allow the HEAT team to continue providing their assessment services for approximately the next three fiscal years.

PLHA rental assistance requires providing rent relief for a minimum period of six months. Staff recommends assisting individuals for 24 months. Thus, if the City was able to assist 20-50 households at or below 30% AMI, that would result in a benefit per month ranging from $644.45 to $1611.13. The benefit amount and individuals assisted will be dependent on the level of interest and eligible households. Please see Attachment 4 for a table breakdown.

Should Council direct staff to move forward, staff recommends the Council designate FORWARD, formerly known as LiveStories as the program administrator for WHRAP. FORWARD was recently authorized to administer the current Rent and Mortgage Relief Program funded by the American Rescue Plan Act (ARPA) and staff already has a baseline understanding of their administrative costs. Should the City need to fund any additional administrative fees to administer the program, it would do so from the Affordable Housing and Community Benefit Fund.

The estimated five-year funding (2019-2023) for the City of Milpitas is $1,431,570. Given the program deadline's time constraint of November 30, 2022, staff recommends using the 2019, 2020, and 2021 PLHA entitlement of $1,017,554 for a combination of a WHRAP and to continue funding the HEAT program for two additional years. Staff will return to City Council Fall 2022 or later to determine the 2022 and 2023 allocations, estimated at $414,125, as the allocations are announced by HCD.

FISCAL IMPACT:

The City's application and receipt of the PLHA grant would be in an amount not to exceed the five-year estimate of the PLHA formula allocations of $1,431,570, in accordance with all applicable rules and laws. The immediate entitlement to the City is $1,017,554 for allocation and administration of its PLHA 2019, 2020, and 2021. The budget change for $1,017,554 will be incorporated into the FY2022-23 mid-year budget. Any subsequent HCD entitled allocations will be incorporated into the annual budget development or separately for Council consideration.

California Environmental Quality Act (CEQA):

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).

RECOMMENDATION:

1. Adopt Resolution authorizing the funding application to the PLHA program, approving a five-year Plan for the PLHA program formula allocation of an estimated $1,431,570 for the City of Milpitas, authorizing the receipt of the PLHA grant, and certifying to the California Department of Housing and Community Development compliance with the PLHA program requirements.

Attachment(s):

1. Permanent Local Housing Allocation Resolution
2. Exhibit A of Resolution, Five-Year Plan
3. Permanent Local Housing Allocation Eligible Activities
4. Permanent Local Housing Allocation Projected Assistance Breakdown

ATTACHMENT 1 RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MILPITAS AUTHORIZING THE APPLICATION AND ADOPTING THE PERMANENT LOCAL HOUSING ALLOCATION (PLHA) PROGRAM

WHEREAS, the State of California, Department of Housing and Community Development (Department) is authorized to provide up to $195 million to Cities and Counties for assistance under the Senate Bill (SB) 2 Permanent Local Housing Allocation (PLHA) Program Entitlement Jurisdiction Component from the Building Homes and Jobs Trust Fund (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2));

WHEREAS, the Department issued Permanent Local Housing Allocation Final Guidelines (PLHA Program Guidelines) in October 2019; and WHEREAS, the State of California, Department of Housing and Community Development (HCD) issued a Notice of Funding Availability (NOFA) dated August 17, 2022, under the Permanent Local Housing Allocation Program;

WHEREAS, the City of Milpitas is an eligible Local government to receive allocations of PLHA funds and may apply for program funds to administer one or more eligible activities, or a Local and Regional Housing Trust Fund to whom an eligible Local government delegated its PLHA formula allocation;

WHEREAS, the Department may approve funding allocations for the PLHA Program, subject to the terms and conditions of the PLHA Program Guidelines, NOFA, Program requirements, the Standard Agreement, and other contracts between the Department and PLHA grant recipients;

WHEREAS, the City of Milpitas has complied with all application requirements, including but not limited to, public notice, public comment, and public hearing requirements.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF MILPITAS AS FOLLOWS:

1. If the City of Milpitas receives a grant of PLHA funds from the Department pursuant to the above referenced PLHA NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts the City of Milpitas may have with the Department.

2. The City of Milpitas is hereby authorized and directed to receive a PLHA grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix C of the current NOFA, $1,431,570, in accordance with all applicable rules and laws.

3. The City of Milpitas hereby agrees to use the PLHA funds for eligible activities as approved by the Department and in accordance with all Program requirements, Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the City of Milpitas and the Department.

4. Pursuant to Section 302(c)(4) of the Guidelines, City of Milpitas' PLHA five-year Plan for the 2019-2023 Allocations is attached as Exhibit A to this resolution, and the City of Milpitas hereby adopts this PLHA five-year Plan and certifies compliance with all public notice, public comment, and public hearing requirements in accordance with the Guidelines.

5. The City of Milpitas agrees to inform the Department of changes made to the five-year Plan in each succeeding year of the term of the Plan.

6. Pursuant to the City of Milpitas' certification in this resolution, the PLHA funds will be expended only for eligible activities and consistent with all program requirements.

7. The City of Milpitas shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines and any other applicable SB 2 Guidelines published by the Department.

8. City Manager and/or designee is/are authorized to execute the PLHA Program Application, the PLHA Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA grant awarded to the City of Milpitas, as the Department may deem appropriate.

9. 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.

10. The City of Milpitas hereby adopts the PLHA five-year Plan for the not to exceed five-year (2019-2023) estimate of the PLHA formula allocations as attached to this resolution (Exhibit A).

11. The City of Milpitas is authorized to submit an allocation and administer its PLHA 2019, 2020, and 2021 entitlement of $1,017,554.

PASSED AND ADOPTED this 1 day of November 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

_____
Suzanne Guzzetta, City Clerk

APPROVED:

_____
Rich Tran, Mayor

APPROVED AS TO FORM:

_____
Michael Mutalipassi, City Attorney

Attachment 2, Exhibit A of Resolution Five-Year Plan

§302(c)(4) Plan

Rev. 2/16/22

§302(c)(4)(A) Describe the manner in which allocated funds will be used for eligible activities.

The City of Milpitas will use the PLHA funds for the elgible activity identified below. The City of Milpitas currently has a contract with the County of Santa Clara, Office of Supportive Housing, to provide homeless outreach, assessment, and street-based case management services through the County's Homeless Engagement and Access Team. City staff are recommending using a portion of its entitlement to extend its contract with the County of Santa Clara Office of Supportive Housing's Homeless Engagement and Access Team (HEAT) and the remainder of its funding to go to the creation of a Workforce Housing Rental Assistance Program.

§302(c)(4)(B) Provide a description of the way the Local government will prioritize investments that increase the supply of housing for households with incomes at or below 60 percent of Area Median Income (AMI).

We are allocating 100% of our funding to eligible activity 6, assisting persons who are experiencing or at risk of homelessness. Therefore, our PLHA funds will not be used for increasing the supply of housing for households.

§302(c)(4)(C) Provide a description of how the Plan is consistent with the programs set forth in the Local Government's Housing Element.

The Housing Element must plan for housing needs among certain groups that tend to have particular challenges with respect to securing appropriate affordable housing. These groups are defined as groups with special housing needs and includes extremely- low income households, and individuals and families experiencing homelessness. One of the City of Milpitas' Housing Element 2015-2023 goals is supporting housing diversity and affordability. Under that goal, the Housing Element specifies "the City will continue to support emergency services and housing resources consistent with the City's ongoing commitment to and participation in the Santa Clara County Continuum of Care Plan." The Continuum of Care is a group of stakeholders dedicated to ending and preventing homelessness in Santa Clara County. Both the Homeless Engagement and Access Team and the Workforce Housing Rental Assistance Program support the City of Milpitas' Housing Element 2015-2023 goal of supporting housing diversity and affordability.

Activities Detail (Activities Detail (Must Make a Selection on Formula Allocation Application worksheet under Eligible Activities, §301))

§301(a)(6) Assisting persons who are experiencing or At risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.

§302(c)(4)(E)(i) Provide a detailed and complete description of how allocated funds will be used for the proposed Activity.

City staff are recommending using the PLHA entitlement for supportive case management and workforce housing rental assistance. City staff are recommending the designation of 20% of its entitlement to extending its contract with the County of Santa Clara Office of Supportive Housing's Homeless Engagement and Access Team (HEAT). The HEAT team conducts homeless outreach, assessment, and street-based case management services. City staff recommend the remaining 80% of its funding to go to the creation of a Workforce Housing Rental Assistance Program (WHRAP) for individuals at or below 30% of the Area Median Income. WHRAP would function similar to a voucher system in that these funds would be used to offset a specific amount of rent paid by the tenant for 24 months. Staff would utilize a lottery system with preferences for individuals who work in the Milpitas Unified School District, the City of Milpitas, and the Hospitality Industry.

Complete the table below for each proposed Activity to be funded with 2019-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the Activity as many times as needed to capture all of the AMI levels that will be assisted, but only show the percentage of annual funding allocated to the Activity one time (to avoid double counting).

Funding Allocation Year	2019	2019	2020	2020	2021	2021	2022	2022	2023	2023					
Type of Activity for Persons Experiencing or At Risk of Homelessness	Supportive/ Case Manageme nt Services	Rental Assistance (term of six months)	Supportive /Case Managem ent Services	Rental Assistance (term of six months)	Supportive /Case Managem ent Services	Rental Assistance (term of six months)	Supportive /Case Managem ent Services	Rental Assistance (term of six months)	Supportive /Case Managem ent Services	Rental Assistance (term of six months)					
§302(c)(4)(E)(i) Percentage of Funds Allocated for the Proposed Activity	20.00%	80.00%	20.00%	80.00%	20.00%	80.00%	20.00%	80.00%	20.00%	80.00%					
§302(c)(4)(E)(ii) Area Median Income Level Served	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%					**TOTAL**
§302(c)(4)(E)(ii) Unmet share of the RHNA at AMI Level **Note: complete for years 2019, 2020, 2021 only**	0	0	0	0	0	0									0
§302(c)(4)(E)(ii) Projected Number of Households Served	50	20	50	20	50	20	50	20	50	20					350
§302(c)(4)(E)(iv) Period of Affordability for the Proposed Activity **(55 years required for rental housing projects)**	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A					

§302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of the Activity.

If approved by Mllpitas City Council, the City will consider amending its contract end date or entering into a new contract with the County of Santa Clara Office of Supportive Housing to continue funding the Homeless Engagement and Access Team (HEAT). The City is currently drafting a contract with the County of Santa Clara with an expected termination date of September 30, 2023. The City anticipates to get formal approval from City Council for HEAT funding in mid-2023. City staff will need to establish the program parmeters of the Workforce Housing Rental Assistance Program and go through the City's process to fund a program administrator to issue rental assistance. This may include a Request for Proposals (RFP) or Milpitas City Council may choose to designate the service provider who is currently administering the City of Milpitas' Rent and Mortgage Relief Program. City staff anticipates releasing the RFP or designating the service provider in early 2023 and issuing funding by mid-2023.

Attachment 3 Eligible Activities

A full list and explanation of each of the eligible activities is provided below:

1. The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low-, very low-, low-, or moderate-income households, including necessary operating subsidies.

2. The predevelopment, development, acquisition, rehabilitation, and preservation of affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120% of AMI, or 150% of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days.

3. Matching portions of funds placed into Local or Regional Housing Trust Funds.

4. Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of Health and Safety Code (HSC) Section 34176.

5. Capitalized reserves for services connected to the preservation and creation of new permanent supportive housing.

6. Assisting persons who are experiencing or at risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.

    A. This activity may include subawards to administrative entities as defined in HSC Section 50490(a)(1-3) that were awarded California Emergency Solutions and Housing (CESH) program or California Homeless Emergency Aid Program (HEAP) funds for rental assistance to continue assistance to these households.

    B. Applicants must provide rapid rehousing, rental assistance, navigation centers, emergency shelter, and transitional housing activities in a manner consistent with the Housing First practices described in 25 CCR, Section 8409, subdivision (b)(1)-(6) and in compliance with Welfare and Institutions Code (WIC) Section 8225(b)(8). An applicant allocated funds for the new construction, rehabilitation, and preservation of permanent supportive housing shall incorporate the core components of Housing First, as provided in WIC Section 8255, subdivision (b).

7. Accessibility modifications in lower-income owner-occupied housing.

8. Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.

9. Homeownership opportunities, including, but not limited to, down payment assistance.

10. Fiscal incentives made by a county to a city within the county to incentivize approval of one or more affordable housing projects, or matching funds invested by a county in an affordable housing development project in a city within the county, provided that the city has made an equal or greater investment in the project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an affordable housing project. Matching funds investments by

both the county and the city also shall be a grant or low interest deferred loan to the affordable housing project.

Attachment 4 Projected Assistance Breakdown

2019, 2020, and 2021 Combined Entitlement			
PLHA Allocation	**Individuals Assisted**	**Months Assisted**	**Benefit Per Mo**
773,341.04	20	24	$1,611.13
773,341.04	30	24	$1,074.08
773,341.04	40	24	$805.56
773,341.04	50	24	$644.45
Total Allocation	**$1,017,554.00**		
Total Admin Fee (5%)	**$50,877.70**		
Subtotal	**$966,676.30**		
HEAT Allocation (20%)	**$193,335.26**		
WHRAP Allocation (80%)	**$773,341.04**		

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Adopt a Resolution to Approve the Milpitas Residential and Mixed-Use Objective Design Standards (Staff Contact: Ned Thomas, Planning Director, 408-586-3273; and Jay Lee, AICP, Principal Planner, 408-586-3077)**
Category:	Public Hearings-Community Development
Meeting Date:	11/1/2022
	Recommendation: (1) Conduct a public hearing and move to close the hearing following comments; and (2) Adopt a Resolution to approve the Milpitas Residential and Mixed-Use Objective Design Standards.

Background:
Recent state legislation (e.g., SB 330 and SB 35) requires that the design standards imposed on residential projects and mixed-use projects with at least two-thirds of the square footage designated for residential use must be objective. An "objective standard" means that the standard is uniformly measurable and verifiable and involves no personal or subjective judgment by a public official. Although the City's two specific plan areas have design guidelines for new development, broader citywide design standards do not currently exist. Therefore, the Planning Department has prepared a set of draft Residential and Mixed-Use Objective Design Standards ("Objective Design Standards") to streamline housing approvals and accelerate housing production by providing clarity and certainty in design decisions and to simplify the development review process.

The proposed Objective Design Standards will provide clear and measurable design criteria for all new multi-family residential and mixed-use developments (with a residential component) throughout the City. The new Objective Design Standards will comply with State requirements, including compliance with Senate Bill 35, which stipulates that qualifying multi-family residential projects meeting certain criteria may request a streamlined ministerial review process.

On June 16, 2020, the City Council authorized acceptance of a $310,000 grant from the California Department of Housing and Community Development (HCD) through the State's Planning Grant Program, which is funded by Senate Bill 2 (SB 2), also known as the Building Homes and Jobs Act. City Planning staff is using the grant funding to create land use and zoning tools to streamline housing approvals, comply with State legislation, and support the state's goal of addressing critical housing needs. Developing the Objective Design Standards is one of three key tasks being funded as part of this effort.

In October 2020, following a competitive Request for Qualifications (RFQ) process, the City selected Raimi and Associates to complete the Objective Design Standards. The work completed thus far is summarized below.

1. **Existing Conditions and Best Practices Memo:** The consultant reviewed existing multifamily and mixed-use zoning regulations, researched best practices, and provided recommendations based on this research and analysis.
2. **Community Outreach:** The consultant prepared a public-facing fact sheet that describes State regulations, the need for objective design standards, and project goals. The consultant and City staff also hosted a series of working sessions with City staff from various departments involved in the development review process to ensure that the Objective Design Standards support the City's fire, building, land development, and transportation requirements. The project team also conducted a series of stakeholder meetings with key developers who have built housing projects in Milpitas, the Community Development Roundtable, and the Milpitas Involved Citizens to receive preliminary feedback on the Objective Design Standards.

3. **Framework Plan and Site Tests:** The consultant developed a Framework Plan that identifies the topics and organization of the Objective Design Standards. The consultant then "tested" the draft design standards and concepts in the Framework Plan by applying them to several sites throughout the City and creating 3D models to show what new developments would look like under the proposed standards. These site tests ensured that the Objective Design Standards would be feasible and effective in actual development scenarios.
4. **Draft Objective Design Standards:** Based on public input received and results of the site tests, the consultant prepared an Administrative Draft of the Objective Design Standard for internal review. Following staff review of the Administrative Draft, the consultant revised the Administrative Draft and published a Public Draft in a web-friendly format for review by the general public. The Public Draft was posted on the Planning Department webpage on July 19th and will be available for public comment through August 20th. The public comment period was announced through an email blast, an online public forum, the City's social media platforms, and electronic signs at City Hall.
5. **Final Objective Design Standards:** The City did not receive any public comments during the public comment period. However, the Planning Department continued to coordinate with development review staff and incorporated minor revisions to ensure consistency with the City's building code, land development, fire, and solid waste requirements.

Analysis:

A brief overview of the Existing Conditions and Best Practices Memo, public input received, and Public Draft Objective Design Standards is provided below.

Existing Conditions and Best Practices Memo

The key findings of the Existing Conditions and Best Practices Memo are outlined below:

- *Existing Regulations*: The City of Milpitas does not have consistent objective design standards across its various regulatory documents. The City's two specific plans provide design guidelines for the areas within the plan boundaries, but the design guidelines are subjective and found in multiple locations. The General Plan also provides various policies that provide general design guidance for multifamily and mixed-use residential projects.
- *Organization and Structure:* Objective design standards are typically organized by: (1) topic, (2) land use and building typology, (3) design principle/goal, or (4) area (i.e., neighborhood). Each approach has its strengths and weaknesses, but the most common practice is to combine two or more of these approaches.
- *Flexibility in Design:* A good set of objective design standards should strive to balance flexibility and prescriptiveness. A variety of strategies can be used to achieve this balance including: (1) menu of options to choose from to meet the intent of the standard, (2) point-based system requiring projects to attain a minimum score, (3) organization into building typologies allowing applicants to determine which classification is most appropriate for their projects, and (4) location-specific standards that consider the unique characteristics of each area.

Community Feedback

The feedback received through the staff working sessions and stakeholder meetings is summarized below:

- Existing design guidelines are largely outdated, featuring design practices that are no longer relevant or contemporary, and subjective, resulting in confusion on the part of both applicants and staff.
- Requiring ground floor retail for mixed-use projects in areas where it may not be financially feasible constitutes a hurdle for applicants. Emphasize building form over use.
- Maximum buildings heights and allowed density are in conflict. The maximum building height is often too low relative to the allowed density.
- Satisfying fire and public safety standards sometimes has been cumbersome, especially when attempting to satisfy stairwell, utility, and emergency vehicle access requirements.

- Regulate buildings based on typologies that can be reasonably expected to appear in Milpitas and implement design standards that are consistent with the building code.
- The biggest benefit of objective design standards is a streamlined review process and the elimination of negotiating between the applicant and staff regarding subjective design guidelines.
- While clear standards are desired, maintaining some level of flexibility to encourage variations in design is needed for significant façade breaks, upper floor step backs, and façade treatments.

Refer to the Existing Conditions and Best Practices Memo for a detailed overview of the feedback received.

Public Draft Objective Design Standards
The background research and analysis and feedback received from staff, developers, and community members have informed the organization and content of the Public Draft Objective Design Standards. Below is an overview of the Public Draft Objective Design Standards and a description of the key design standards.

GP Implementation
The Objective Design Standards support and implement many General Plan policies in the Land Use, Circulation, and Community Design Elements. A few of the policies are below:

- LU-5: Ensure that new development is compatible with existing development in order to maintain a high quality of life for residents, while supporting successful business operations.
- CD-1: Strengthen Milpitas' identity and sense of place by reinforcing the community's distinctive, high-quality community form, natural landscape, and character.
- CD-2: Ensure project designs reinforce a sense of place, display design excellence, and are cohesive and sensitive to the surrounding built environment and natural landscape.
- CD-10: Design buildings, sites, and streets to enhance pedestrian and bicycle mobility.
- CD-11: Enhance Milpitas' commitment to sustainable design by minimizing negative environmental impacts and utilizing resources efficiently.

Relationship to the Zoning Ordinance
The Objective Design Standards complement the City's Zoning Ordinance (Milpitas Municipal Code, Title XI, Chapter 10) by providing detailed architectural and urban design standards that supplement the City's zoning and general development standards to facilitate high-quality, attractive developments. While the Zoning Ordinance provides basic development standards that determine the overall scale of development (e.g., uses permitted, lot size, density, setbacks, and building height), the Objective Design Standards provide detailed requirements for how buildings should be designed (e.g., massing breaks, façade composition, and building materials).

Organization and Overall Strategy
The primary goals of the Objective Design Standards are to preserve the character of existing neighborhoods, encourage human-scaled buildings, promote high quality site and building design, and emphasize a pedestrian-oriented environment.

To accomplish these goals, the Objective Design Standards utilize a holistic approach that works across scales from urban scale strategies to fine grained architectural strategies. The Objective Design Standards first address site planning and site design, covering topics like block structure, building orientation, open space and landscaping, and access/parking. The next set of standards address building massing and form, covering topics like building lengths and upper floor mass reductions. Then the standards address façade modulation, providing requirements for major and minor breaks in the building façade. Finally, the standards conclude by addressing façade articulation and open space design, covering topics like establishing a base/middle/top, awnings and canopies, window design and pattern, building materials, and open space dimensions.

The Objective Design Standards also strive to balance objectivity with flexibility by establishing unique requirements for each building type, addressing special circumstances, and providing multiple options for compliance. Furthermore, the Objective Design Standards establish a clear process for requesting and approving minor exceptions and exemptions. Applicants may request up to three exceptions/exemptions but must demonstrate that the project meets the purpose and intent statement of each topic where the exception/exemption is requested and that there are valid constraints to meeting the standard. Otherwise, the applicant may choose to go through the typical discretionary approval process.

Key Design Standards
The key design standards are summarized below:

Site Planning

- The maximum block length is 400 feet and the maximum block perimeter length is 1,400 feet. Blocks exceeding these thresholds require a midblock connection with public access that meets minimum standards. Types of allowed midblock connections include a public street, private street, shared street (between pedestrians and vehicles), and paseo/pedestrian path. (pg. 9-14)
- Accessible open spaces must be equal to or greater than 5 or 10 percent of the lot area depending on the average building height. (pg. 15-16)

Site Design

- Sidewalks must meet the prescribed minimum dimensions. (pg. 18)
- Primary building frontages must face a public sidewalk or publicly accessible pathway. (pg. 19)
- Off-street parking is prohibited between the building and street. (pg. 25)
- A minimum of 15 percent of the total off-street open parking area must be landscaped with a mixture of trees, shrubs, ground cover, and other plant material. (pg. 28)
- For buildings greater than 2 stories in height in lower density residential areas, no portion of the building can be within a 45-degree daylight plan measured perpendicularly from the shared rear property line from a height of 10 feet for the full length of the property line. (pg. 33)

Building Design

- Buildings cannot exceed 380 feet in length or width and buildings with 6 or more stories must reduce the upper floor mass through one of the two options provided. (pg. 44-45)
- Buildings must provide a major façade break at least every 150 feet of building length and a minor façade break at least every 100 feet of building length. Each façade break must meet the prescribed minimum dimensions. (pg. 45-48)
- Buildings must use a different façade composition every 100 feet in length. Each façade composition must include a variation in at least two of the following: building modulation, façade articulation, fenestration, and materiality. (pg. 49-50)
- Buildings 3 stories or taller and a building length greater than 50 feet must be designed to provide a distinct base, middle, and top on all exterior facing facades. (pg. 51-52)

Policy Alternative:
Alternative: Do not adopt the Milpitas Residential and Mixed-Use Objective Design Standards.

Pros: None.

Cons: Without the Milpitas Residential and Mixed-Use Objective Design Standards, the City would not have objective and quantifiable design standards that meet the new state requirements. Furthermore, the City would not have established and consistent criteria for residential and mixed-use building and site design, which would limit its ability to require high-quality, context-sensitive design for projects that qualify for ministerial review. Development review staff would continue evaluating site and architectural design on a largely subjective and ad-hoc basis, resulting in an unnecessarily burdensome permitting process for both staff and applicants.

Reasons not recommended: Development review staff and applicants would not have clear and implementable criteria for designing residential and mixed-use projects. The City would miss out on the opportunity to establish objective design standards for projects that qualify for ministerial review to ensure that new developments complement and improve the existing neighborhood character. The City would also fail to support the state's efforts to streamline housing approvals and accelerate housing production by providing clarity and certainty in design decisions.

Fiscal Impact:
Adoption of the Milpitas Residential and Mixed-Use Objective Design Standards will result in no fiscal impact to the City.

California Environmental Quality Act:
The Mixed-Use Objective Design Standards is exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption) and as a separate and independent basis Section 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning).

Recommendation:
1. Conduct a public hearing and move to close the hearing following comments; and
2. Adopt a Resolution to approve the Milpitas Residential and Mixed-Use Objective Design Standards.

Attachments:
1. Draft City Council Resolution
2. Existing Standards and Best Practices Memo
3. Public Draft Milpitas Residential and Mixed-Use Objective Design Standards
4. Final Milpitas Residential and Mixed-Use Objective Design Standards
5. Planning Commission Resolution No. 22-024

RESOLUTION NO. 22-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS ADOPTING THE MILPITAS RESIDENTIAL AND MIXED-USE OBJECTIVE DESIGN STANDARDS

WHEREAS, in 2017, the State of California Legislature passed, and Governor Newsom signed Senate Bill 35 (Wiener). Senate Bill 35 authorizes a development proponent to submit a planning application for a multifamily housing development, which satisfies specified planning objective design standards, that is subject to a streamlined, ministerial approval process. The bill declares that access to affordable housing is a matter of statewide concern and aims to address California's housing shortage by streamlining and increasing affordable housing development; and

WHEREAS, under Senate Bill 35, jurisdictions that have insufficient progress toward their very low- and low-income Regional Housing Needs Allocation are subject to the streamlined ministerial approval process for proposed developments with at least 50 percent affordability; and

WHEREAS, the City has made insufficient progress towards its very low- and low-income Regional Housing Needs allocation and is subject to the Senate Bill streamlined ministerial approval process for proposed developments with at least 50 percent affordability; and

WHEREAS, in 2019, the State of California Legislature passed, and Governor Newsom signed Senate Bill 330 (Skinner). Senate Bill 330 makes numerous changes to the Permit Streamlining Act and the Housing Accountability Act (Senate Bill 35) to create a new preliminary application process, streamline the permit review process, and limit the standards and policies that a local jurisdiction can apply to housing developments; and

WHEREAS, Senate Bill 330 prohibits local jurisdictions from conducting more than five hearings on a housing development project that complies with objective general plan and zoning standards and criteria; and

WHEREAS, Senate Bill 330 prohibits local jurisdictions from requiring a housing development project to rezone the property if it is consistent with objective general plan and zoning standards and criteria; and

WHEREAS, Government Code Section 65589.5 defines "housing development project" as "a use consisting of any of the following: (A) Residential units only. (B) Mixed-use developments consisting of residential and nonresidential uses with at least two-thirds of the square footage designated for residential use. (C) "Traditional housing or supportive housing"; and

WHEREAS, Government Code Section 65589.5 defines "objective" as "involving no personal or subjective judgment by a public official and being uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official"; and

WHEREAS, the Milpitas General Plan provides the following goals and policies:

- **Policy LU-5:** Ensure that new development is compatible with existing development in order to maintain a high quality of life for residents, while supporting successful business operations.

- **Policy CD-1:** Strengthen Milpitas' identity and sense of place by reinforcing the community's distinctive, high-quality community form, natural landscape, and character.

- **Policy CD-2:** Ensure project designs reinforce a sense of place, display design excellence, and are cohesive and sensitive to the surrounding built environment and natural landscape.

- **Policy CD-10:** Design buildings, sites, and streets to enhance pedestrian and bicycle mobility.

- **Policy CD-11:** Enhance Milpitas' commitment to sustainable design by minimizing negative environmental impacts and utilizing resources efficiently.

WHEREAS, the City currently does not have objective and quantifiable design standards for new housing development projects; and

WHEREAS, the City wishes to adopt the Milpitas Residential and Mixed-Use Objective Design Standards to streamline housing approvals and accelerate housing production by providing clarity and certainty in design decisions and to eliminate unnecessarily burdensome review in the permitting process in line with State and City goals pursuant to Senate Bill 35, Senate Bill 330, and the Milpitas General Plan; and

WHEREAS, on May 26, 2020, the California Department of Housing and Community Development (HCD) notified staff that the City would receive $310,000 in grant funding through the State's Planning Grant Program, which is funded by the Building Homes and Jobs Act (Senate Bill 2); and

WHEREAS, the Planning Grant Program is a one-time component of Senate Bill 2 that, among other provisions, provides financial and technical assistance to local governments to prepare, adopt, and implement plans and process improvements that streamline housing approvals and accelerate housing production; and

WHEREAS, the City is using the grant funding to create land use and zoning tools to streamline housing approvals, comply with State legislation, and support the State's goal of addressing critical housing needs. Developing the Milpitas Residential and Mixed-Use Objective Design standards is one of the three key tasks being funded as part of this effort; and

WHEREAS, the Milpitas Residential and Mixed-Use Objective Design Standards complement the City's Zoning Ordinance (Milpitas Municipal Code, Title XI, Chapter 10) by providing detailed architectural and urban design standards that supplement the City's zoning and general development standards to facilitate high-quality, attractive developments and protect existing neighborhoods; and

WHEREAS, the Milpitas Residential and Mixed-Use Objective Design Standards utilize a holistic approach and cover topics including block structure, building orientation, open space and landscaping, access and parking, building lengths, upper floor mass reductions, major and minor breaks in the building façade, awnings and canopies, window design and pattern, and building materials; and

WHEREAS, the Milpitas Residential and Mixed-Use Objective Design Standards balance objectivity with flexibility by establishing unique requirements for each building type, addressing special circumstances, providing multiple options for compliance, and establishing a clear process for requesting and approving minor exceptions and exemptions; and

WHEREAS, the Planning Department solicited public input in developing the Milpitas Residential

and Mixed-Use Objective Design Standard using a public-facing fact sheet posted on the Planning Department webpage, working sessions with City staff, and stakeholder meetings with developers and community members including formal presentations at two Community Development Roundtable meetings hosted by the City and an online meeting with members of the Milpitas Involved Citizens group. The Milpitas Residential and Mixed-Use Objective Design Standards were also available for public comment from July 19th to August 20th; and

WHEREAS, the Milpitas Residential and Mixed-Use Objective Design Standards is exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption) and as a separate and independent basis Section 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning); and

WHEREAS, on October 12, 2022, the Planning Commission held a duly noticed public hearing on the Milpitas Residential and Mixed-Use Objective Design Standards, at which all those in attendance were given the opportunity to speak on the item; and

WHEREAS, on November 1, 2021, the City Council received a presentation from staff on the Milpitas Residential and Mixed-Use Objective Design Standards and provided an opportunity for public comment; and

WHEREAS, the City Council has considered all the written and oral testimony presented in making its decision.

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

SECTION 1. Recitals.

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: The City Council of the City of Milpitas hereby adopts the Milpitas Residential and Mixed-Use Objective Design Standards, which is attached hereto as Exhibit A.

PASSED AND ADOPTED this 1st day of November 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Suzanne Guzzetta, City Clerk

Rich Tran, Mayor

APPROVED AS TO FORM:

_____

Michael Mutalipassi, City Attorney

Milpitas Objective Design Standards: Technical Memo Existing Standards & Best Practices

April 16, 2021

Technical Memo – Existing Standards & Best Practices

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I. Introduction + Purpose

Development of residential multi-family projects and mixed-use projects in the City of Milpitas is currently regulated by a number of documents and policies. These regulatory documents include the City's General Plan (ongoing update in draft form), Zoning Ordinance, two specific plans, and other key ordinances and documents.

As an introductory exercise for the Objective Design Standards (ODS) effort, this memo is divided into two parts. First is a high-level summary of the city's current regulatory language as it applies to design regulations for multi-family and mixed-use projects, and feedback from practitioners and city staff utilizing these documents. Second is a compilation of precedents and best practices of objective design standards, organized under several key topics that may later serve as a basis for the framework plan or specific objective standards.

Key Takeaways

- **Existing Regulatory Documents**: The City of Milpitas does not contain consistent objective design standards across its various regulatory documents. Design standards and guidelines appear in the zoning code, two specific plans, the recent draft general plan, and additional documents such the *Streetscape Master Plan*. The content, structure, and level of clarity vary significantly, presenting both reviewers and applicants with a challenging range of design considerations that will need to be addressed.
- **Staff and Community Feedback**: Conversations with city staff and local developers and designers have revealed several weaknesses in the existing regulations as they apply to the design of individual projects, and their subsequent review. Topics such as vehicular circulation, waste removal, utilities, and building massing emerged as areas where the regulations are in need of improvement. The preparation of objective design standards was universally supported.
- **Best Practices Research**: Objective design standards appear in a broad range of documents and contexts. Dozens of examples were reviewed and analyzed to identify successful precedents for organization, content, diagrams, and structure. These best practices will inform the direction of the subsequent Framework Plan.
- **Next Steps**: Several ongoing efforts including the general plan update, and updates to both specific plans represent immediate opportunities to introduce objective design standards to crucial regulatory documents. The ODS team will engage directly with these other projects in the coming months.

II. Documents Overview + Applicability

Objective design standards will be applied throughout the City of Milpitas' regulatory documents wherever matters of building form and site design are concerned for multifamily and mixed-use residential projects. Objective design standards are mandated by state laws (California State Senate Bills 35 and 330 in particular), which require individual jurisdictions to revise any instances of subjective language in favor of objective language that:

> *"[Involves] no personal or subjective judgement by a public official and is uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official before submittal of an application."* California State Senate Bill 330 (Section 66300.7)

At present, development standards and design guidance appear in the zoning ordinance, specific plans, and other guiding documents like the General Plan, Streetscape Master Plan, Housing Element, and Climate Action Plan. Although the degree of detail, specificity, and subjectivity varies considerably across these policies, the City is responsible for developing a new and consistent set of objective standards that are uniformly understood and accessible to both project applicants and internal reviewers. These policies include the following:

A. General Plan 2040 (August 2020 Draft)

The City is currently undergoing an update to the General Plan. The Draft General Plan will be used to guide the development of the objective design standards. The General Plan includes the following sections that provide design guidance for development of multifamily and mixed-use residential projects:

- **LU-2**: Promote land use objectives and development patterns in special planning areas consistent with adopted specific plans, overlay districts, and density bonus provisions.
- **LU-5**: Ensure that new development is compatible with existing development in order to maintain a high quality of life for residents, while supporting successful business operations.
- **LU-6**: Support commercial centers that serve residential neighborhoods and provide for a variety of convenient, successful and attractive commercial uses throughout the city.

- **CIR-1**: Provide a transportation system that efficiently, Equitably and effectively supports the City's land use vision, minimizes vehicle miles traveled (VMT), enhances connectivity of the existing network, and supports the use of all modes of transportation
- **CIR-2:** Provide safe, healthy, comfortable, equitable and efficient transportation choices for all modes of transportation that enable people of all races, cultures, ethnicities, religions, sexual orientation, genders, income levels, ages and abilities, especially people of color and those disproportionately affected by access to a personal vehicle, systemic transportation inequities, racism, oppression, and poverty to increase safe physical activity, reduce usage of personal vehicles, access goods and services, employment opportunities, and for personal travel; to provide for efficient goods movement.
- **CIR-4:** Promote, provide, and maintain an expanded, safe, convenient and comprehensive network of facilities for pedestrians and bicyclists of all ages and abilities to support walking and bicycling as viable modes of transportation, for recreational use, and to promote public health

- **CD-1:** Strengthen Milpitas' identity and sense of place by reinforcing the community's distinctive, high-quality community form, natural landscape, and character
- **CD-2:** Ensure project designs reinforce a sense of place, display design excellence, and are cohesive and sensitive to the surrounding build environment and natural landscape
- **CD-3:** Maintain and enhance the character and distinct identities of Milpitas' residential neighborhoods and commercial, mixed-use, and employment districts.
- **CD-4:** Enhance the existing character and strengthen the identity and unique qualities of Milpitas' districts.
- **CD-5:** Provide appropriate transitions between land uses to avoid conflicts and perpetuate the community's harmonious character
- **CD-6:** Enhance the corridors, pathways, and edges that form physical boundaries and provide transitions and connections throughout the community.
- **CD-9:** Enhance the quality and character of Milpitas' Public Spaces to provide safe, comfortable, and enjoyable passive and active recreation opportunities for all users.
- **CD-10:** Design buildings, sites, and streets to enhance pedestrian and bicycle mobility.
- **CD-11:** Enhance Milpitas' commitment to sustainable design by minimizing negative environmental impacts and utilizing resources efficiently.

The draft General Plan includes dozens of additional policies relating to building design. The goals and policies essentially function as a complete set of design guidelines for future development. The policies cover a range of topics from streetscape character, site design, circulation, building form, transitions, pedestrian entries, open space and other architectural details. The policies are a mix of general and very specific design guidance.

A complete list of applicable policies can be found in **VII. Appendix**.

B. Zoning Ordinance

The current zoning ordinance does not include a dedicated chapter to design standards. Rather, design standards appear in several different sections, each with varying levels of specificity and subjectivity. These sections include:

- Section 4. Residential Zones and Standards
- Section 6. Mixed Use Zones and Standards
- Section 8. Planned Development Zones and Standards
- Section 11. Specific Plan Areas
- Section 12. Overlay Districts and Standards
- Section 13. Special Use

Please note that single-family residential projects will *not* be addressed under the scope of this objective design standards project. Consequently, Single Family Residential (R1) Zone regulations will not be addressed. In addition, this memo does *not* address with the following topics:

- Accessory uses, buildings, and structures (XI-10-13.05)
- Manufactured Homes (XI-10-13.07)
- Temporary Uses and Structures (XI-10-13.11)
- Single Room Occupancy Residences (XI-10-13.13)

C. Specific Plans

There are two specific plans that uniquely regulate portions of the city:

- Midtown Specific Plan (2010) *(update pending)*
  **Also referred to in other maps and documents as the* Gateway-Main Street Specific Plan
- Milpitas Metro Specific Plan (2011) (*update pending*)
  **Also referred in other maps and documents as the* Transit Area Specific Plan *and* Milpitas Commercial Specific Plan

Additional regulations including base zones associated with these specific plans also appear in the zoning ordinance:

- Section 11. Specific Plan Areas

These specific plans represent unique areas of influence within the City of Milpitas and feature unique and individual sets of development requirements and criteria. As the Metro Specific Plan is currently undergoing an update and the Midtown Specific Plan expected to begin its own update in the coming months, the work of this objective design standards project will be complimentary yet independent. The expectation is that each specific plan update will be individually responsible for updating its design guidelines and regulations to feature clear and objective design standards. The special design standards may be additive to Objective Design Standards as needed or may be stand-alone in each document. Opportunities for integration will be part of the ODS Framework Plan.

With whole-scale changes expected in each plan update, this memo does *not* analyze the two existing documents in detail.

D. Other Documents

While state law is explicit in its direction that objective design standards must be integrated wherever multi-family development is regulated, there are several ancillary documents that should also be considered:

- Streetscape Master Plan (2000)
- Climate Action Plan (2013)
- Housing Element (2015)

These documents do not engage directly with the form, orientation, or placement of individual buildings and are therefore less immediately applicable to an objective design standards effort. However, they do contain relevant language particularly as it relates to site design and context. It is essential that all objective design standards align with the stated goals of overarching regulatory documents, in particular the city's general plan.

In addition to these documents there are other departmental reviews that should be coordinated with the future Objective Design Standards. Public Works, Building, and Fire each review project application based on design standards and guidelines specific to their topic of review, some that involve a great deal of subjectivity and interpretation of code elements.

III. Existing Regulations: Strengths & Weaknesses

Design guidelines, in some form, are currently scattered throughout the many regulatory documents. For the purposes of this memo, the guidelines have been condensed into broader topics and key categories that are shared across both multi-family and commercial/mixed-use development. These topics are further categorized into areas of strength that would require more minimal improvements to obtain objectivity, and areas of weaknesses which lack objective language and would require significant alterations and revisions.

A. Zoning Ordinance

Strengths

- **Fences and Walls**: Currently regulated in under the zoning ordinance's General Provisions, the language currently features a number of specific, objective standards related to material, height, and placement. It is helpful that these regulations also distinguish residential versus non-residential contexts and applications.
    - Example Language: XI-10-54.10.C.1 *Height Limitations. Fences and walls shall not exceed six (6) feet in height at the rear and side yards, and forty-two (42) inches in height at the front yard.*
- **Ground Floor Commercial Design:** Design standards specific to ground floor spaces appear only once, under the Transit Oriented Development Overlay District section (XI-10-12.06.E.6.c). Much of the existing content represents a good starting point, as it already features some clear and objective language. These standards should be expanded upon, as they are currently limited strictly to parcels zoned R-5, within the TOD Overlay area.

- Example Language: XI-10-12.06.E.6.c *Windows. At least sixty (60) percent of the ground floor wall area between three (3) and eight (8) feet above the sidewalk shall be glass or other transparent material*

- **Planned Development**: As the code features quite stringent definitions for developments that are eligible for Planned Development designation, it is unlikely that the language requires significant revisions to be made objective. However, as the development standards default to the requirements of the zone that is "*most similar in nature*," this section will naturally benefit from revisions to the Mixed-Use regulations. As individual applicants voluntarily submit proposals under Planned Development designation, this section will need to provide objective findings of consistency for evaluation of projects. In addition, the applicable standards and relevant criteria that exist in other sections of the code will need to be made objective.
- **Usable Open Space:** Usable open space requirements are regulated uniquely for each residential zone, with the language typically including both landscape/planted areas as well as built spaces such as patios. Some excerpts already provide minimum objective dimensions, although these most often simply specify minimum areas rather than appropriate linear dimensions that would ensure usable configurations.
    - Example Language: XI-10.4.05.C.1.b (R3 Zones) *An average of two hundred square feet of usable open space shall be provided for each dwelling unit. "Usable open space" shall mean any open space, the smallest dimension of which is at least 4 ½ feet and which is not used as storage or for movement of motor vehicles*

Weaknesses

- **Landscaping:** Language regulating usable open space is much closer to objectivity, while instances regarding landscaping are often almost entirely subjective. In some instances, language regulating the design of landscape is more of an aspirational goal or guideline rather than objective statement that applicants and designers can apply practically.

    - Example Language: XI-10-11.07.2.d *Landscaping is to be designated to highlight positive visual features, to screen negative ones, and to provide a cool, pleasant outdoor environment.*

- **Utilities:** Design guidelines regarding utilities are not extensive, but currently contain a variety of subjective and ambiguous directions that refer generically to "*well landscaped*" areas, and screening requirements that lack dimensions.
    - Example Language: XI-10-6.06.A *Rooftop mechanical equipment shall be concealed from street level views through roof designs that area architecturally integrated with the building, such as equipment wells and parapets*
- **Waste Disposal:** Areas for depositing and collecting waste are currently regulated in two sections of the code's general provisions (*XI-10-54.12 Areas for Collecting and Loading Recyclable Materials + XI-10-54.16 Trash Enclosures, Equipment, and their screening*). Language regarding recyclable materials lack any objectivity or quantifiable requirements, beyond the basic requirement that all projects with 5 or more living units must provide a collecting and loading area. Trash enclosures also lack specific requirements for screening, and feature vague setback requirements and dimensions.
    - Example Language: XI-10-54.12.D. *Design Guidelines. The design and construction of recycling areas shall be reviewed in accordance with the guidelines adopted by Council Resolution for recycling areas.*
    - Example Language: XI-10-54.16.B.1 *When located on the street side of corner lots, the enclosure must be set back at least as far as the main building*

B. Transit Area Specific Plan (2011)

(Update pending as *Milpitas Metro Specific Plan)*

Development standards and design guidelines are featured in two sections of the 2011 report: Chapter 5, and Appendix. Any revisions to these standards since the 2011 adoption have been adopted in the Zoning Ordinance.

Strengths

- **Building Design:** Building massing, articulation, and features including windows, materials, and colors are regulated in the Appendix. Similar to the existing language regulating site planning, the content is adequate in its range of topics but consistently relies on subjective and ambiguous requirements ("*special architectural treatment," "buildings should be well articulated," "multi-paned windows are strongly encouraged"*). This subjective language needs to be eliminated, and more quantitative and explicit direction provided through revisions that include dimensions and clearer diagrams.
- **Ground Floor Design:** The standards regulating ground floor design are similar to those found in the zoning ordinance, but include a few additional requirements that need reinforcement, such as greater clarity regarding treatment of blank facades; entryways; recesses and projections. Other topics need improvement, such as materials (still described as "*best*" and "*quality*").
- **Mixed Use Design:** The sections in the Appendix regulating mixed-use buildings design are much more robust than the zoning ordinance, and could serve as a reference point for areas of improvement. It features the same shortcomings found throughout the specific plan, where greater specificity, dimensions, and clearer diagrams are needed.
- **Site Planning:** Standards regulating sites, block patterns, and building placement are regulated in the Appendix. A commendable range of topics are already featured, including block size, building and façade orientation, screening residential from industrial uses, mitigating surface parking, and vehicular circulation/access. Work is needed to eliminate subjective language, and provide more quantitative and explicit direction through revisions including dimensions and clearer diagrams.
- **ROW/Streetscape Design:** The current specific plan features a clear organization of street typologies with accompanying visuals that illustrate the exact dimensional requirements for the ROWs, including streets, planted or landscaped medians, planting strips, and sidewalks. These include planted areas within front setback areas.

Weaknesses

- **Organization of Policies and Standards:** The chapter concludes with a set of additional construction standards pertaining to specific topics, such as green building standards (including solar), noise considerations, railroad corridors, and hazardous materials. Some of these are more appropriately addressed as a component of the *Metro Specific Plan* update process, but others such as the regulation of parcels adjacent to railroads should more appropriate be nested in the overall zoning code. The topic of solar installation also warrants its own section in the zoning code, especially in response to recent legislation including AB 178 which requires all single-family residences and multi-family residences up to three stories across the entire state to satisfy minimum solar panel requirements.
- **Fence, Walls, and Vegetation Buffers for noise and vibrations:** Only applicable to parcels in close proximity to BART, UPRR train tracks, Great Mall Parkway, and industrial uses residential applicants are required to construct masonry walls and sound walls to address issues of noise and vibration. No objective standards are currently provided.

- **Landscaping:** This specific plan is an improvement upon the regulation and definition of landscaping compared to the zoning ordinance, but still remains highly subjective. Although objective/quantitative requirements are scattered throughout, generic mandates such as "*The develops of multifamily and mixed-use building should provide full landscaping*" is meaningless when approaching a given project from a design or approval perspective.
- **Multifamily Residential:** These standards are too brief, and new objective standards should be developed in tandem with zoning ordinance revisions.
- **Services:** Standards regarding utilities, service and loading areas, waste removal, and public safety issues are general and vague. The current plan references the Midtown Specific Plan, but both plans require significant revisions.
- **Vehicular Access:** Garage entrances, curb cuts, and wrapped parking are all featured, with scarce details regarding acceptable dimensions or design. Precedent images offer some needed context and reference, but the language needs additional objective directions and specificity.

C. Midtown Specific Plan (2010)

Development standards and guidelines are featured in Chapter 8 of the 2010 report. It prefaces the standards with this excerpt, which will need to be revised but also represents the typical approach to regulating design guidelines prior to the adoptions of SB 35 and 330 and serves as a useful precedent:

> *"The words "shall" and "will" indicate a mandatory requirement. The word "should" means that an action is required unless a determination is made that the intent of the guideline is satisfied by other means. Words such as "encouraged" or "may" are advisory and are provided as guidelines for development. In general, the word "shall" is used in the Development Standards. The Design Guidelines include the word "should" indicating a mandatory guideline."*

Strengths

- **Building Design:** Much of this language correlates with the Metro Specific Plan. Revisions to make standards objective are likely to be universally adapted in both plans.
- **Mixed-Use and Multifamily Design:** Much of this language correlates with the Metro Specific Plan. Revisions to make standards objective are likely to be universally adapted in both plans.
- **Parking Areas:** The plan separates off-street parking standards for residential and mixed-use projects, each featuring its own set of ratios based on unit type and building use. Although the existing language is brief, it offers a degree of specificity and objective dimensions with regards to the design of carports. Other areas will require revisions, such as driveway design and placement (site access), associating landscaping, and clearer standards regarding nearby existing on-street parking.

Weaknesses

- **Building Heights:** Instances of subjective design considerations such as "*special architectural elements such as towers and spires [or] corner elements*" will need to be removed, or fleshed out individually and made objective. This is especially important as it relates to maximum allowed building height.
- **Interaction with the Zoning Ordinance:** The Specific Plan area features nearly a dozen different zoning designations, including multifamily (R4, R4-TOD) and mixed-use (MXD, MXD-TOD). However, there are design guidelines featured in the specific plan that are not reflected in the zoning code, and regulations in the zoning code that are not explicitly contained within the specific plan document. Applicants and reviewers are thus required to consult two separate regulatory documents and resolve any discrepancies between the relevant and applicable standards, resulting in a confusing and complicated approval process.

  - Example: XI-10.6.04.G *Park and Open Space Requirements for Residential Use*. This section contains additional design guidelines with regards to open space calculations and design of usable open space such as balconies and patios.
- **Interaction with Metro Specific Plan:** According to the zoning ordinance (XI-10-11.06.A.1), *"exterior building or site improvements"* must meet the design guidelines and standards of the Transit Area Specific Plan (*aka* Metro Specific Plan). This arrangement is confusing for both applicants and project reviewers, as it is not best practice for one specific plan be called on to regulate another.
- **Landscaping:** The shortcomings of this language are similar to those of the Metro Specific Plan, although this plan offers even fewer standards.
- **Parks and Open Space:** Three types of open space are required within the plan area, yet none are distinguishable from one another from a design perspective based on the highly vague and subjective language, and offer no clear direction with regards to design, location, or accessibility.
  - *"Private park space should be configured to be usable for recreational purposes by residents of the housing development."*
- **Service Areas:** The plan features three brief, subjective guidelines regulating service areas in non-residential projects, but offers no direction on mixed-use featuring residential, or multi-family projects.
- **Street Trees:** Street trees located on sidewalks are a requirement, but the current language offers no direction on how they must interact with either existing or "assumed" 10-foot sidewalks.
- **Utilities + Waste Removal:** Weaknesses are nearly identical to those found in the zoning ordinance.

D. Streetscape Master Plan (2000)

This master plan functions as an all-purpose document that governs the regulation and design of the ROW, including sidewalks, landscaping, street trees, utilities, and vehicular circulation. As a master plan, it outlines a comprehensive set of goals and standards for streetscape design and maintenance, in addition to relevant city-wide polices and funding sources for implementation.

Although matters of streetscape, landscaping, ROW design, and utilities can be included within the scope of objective design standards, the City will need to make a determination regarding this master plan document and its relationship to any new design standards. Especially as the document is more than twenty years old, it is likely that an independent update of the plan may also be needed to be aligned with more urban development forms and meet the City's goals for pedestrian safety, walkability, and active modes of transportation.

E. Fire Code Interpretation

Each city's interpretation of the California Fire Code can have a great impact on site and building design. Many city codes have been written to complement small scale suburban development, as more urban, high density building forms enter a community, these codes are often in conflict with contemporary building methods. The stakeholders R+A spoke with to gather feedback on development in Milpitas outlined number of subjective interpretations of the fire code that have hindered meeting the design goals and policies of the City. Some instances required redesign, resulted in a loss of units, and were considered to be requests that went beyond requirements of the California Fire Code. These instances included requiring the following:

- A Fire Command Center for buildings where the highest occupiable floor is below 75 feet in height
- More than one stairwell to provide roof access
- Additional fire apparatus access than the California Fire Code for sprinklered buildings
- Second fire apparatus access to be full length of second frontage

IV. Staff & Community Feedback

A. Staff Feedback

The project team has thus far completed two meetings with city staff to gather feedback and insight regarding project review, engagement with objective design standards, and best practices.

March 1, 2021. Planning Staff

Midtown Specific Plan: Development review process

- Current specific plan features a number of design guidelines that are scattered throughout the document. Staff must also reference excerpts within the zoning code, resulting in a complicated review process.
- Existing guidelines are largely outdated and feature design practices that are no longer relevant or appropriate to contemporary Milpitas: building articulation, detailing, and massing are particularly problematic as developers/applicants have exhibited difficulties submitting 'appropriate' designs based on the existing language.
- Prescribed land uses constitute a hurdle for applicants who are required to provide elements such as ground-floor retail (even where it may not be financially feasible): staff suggestion that prioritizing language that emphasizes building *form* over building *use* may be a more successful application of design standards.

Zoning Code: Existing design-related standards

- Existing regulations are largely subjective, resulting in confusion on the part of both designers/developers and planning staff: this typically manifests in a bespoke and iterative review process that may be incongruous to another staff member's interpretation.
- Modular buildings and construction practices are a developing concern, especially as they pertain to satisfying building code, and best practices related to building articulation, massing, and step backs.
- Conflicts arise regarding inter- and intra-departmental review: planning staff, building, public works and other external parties such as PG&E can disagree on building and site configuration (streetscape is especially difficult to regulate consistently and efficiently).

- Topics of conflict: private open space (including balconies); entryways (including patios); HVAC and utilities; mail and package delivery.

Best Practices & Suggestions

- Recognizing the need to develop design standards that can withstand aesthetic/design cycles, perhaps a degree of discretionary review can still be baked into the language (Ex. Developers satisfy all objective standards within certain topics, but some portion/percentage of the process involves negotiation and collaboration with staff).
- Flexibility regarding ground-floor uses: not limiting applicants to strictly ground-floor retail, but offering other options (ex. public-facing open space, street-facing community spaces for building tenants, public art).
- Flexibility regarding façade treatment and finishes: building facades facing major roads/arterials might be subjected to a different set of criteria than facades facing local streets.
- Introduction of standard typologies that allow consistent but context-specific regulations: streetscapes/ROW design, planting/landscape.

March 4, 2021. Development Review Committee

General Feedback

- Mailbox and delivery access is especially important: especially in multi-family developments (such as townhouse developments), mailboxes are often clustered in a single area that is difficult to access. Standards need to foster a safe environment for pedestrians and people in vehicles alike.
- Solid waste removal: standardization of waste removal facilities could be regulated based on building type (ex. townhouse, condo, apartment, mixed-use commercial)
- Vehicular circulation: designated space for alternative mobility options (rideshare, scooters) is needed, including associating standards related to signage, site access, and parking (temporary). Transit areas should also be considered and designed in a way that prevents local congestion.
- Parking + Loading/Unloading:
    - Residential: residential tenants lack adequate spaces for loading/unloading (ex. moving vans), particularly at the front of buildings (issues of double-parking)
    - Mixed-Use/Commercial: parking ratio for retail parking conflict with residential ratios; emergency vehicle access is especially confusing.

B. Community Feedback

Recognizing that design standards will impact the work of both city staff as well as individual applicants, four one-on-one meetings have been facilitated where developers and designers have been invited to share insights, with particular emphasis on past or ongoing projects located in Milpitas. Contact information was facilitated directly by City Staff, and meetings were conducted on a voluntary basis. Altogether, four meetings were conducted.

Experience in Milpitas

- Parcel sizes make non-structured parking difficult, especially when attempting to meet necessary density requirements. The issue is exacerbated by the costs and building-height limitations attributed to structured parking.
- Building heights and required density is sometimes inconsistent: building height maximums are often too low, especially regarding highest habitable floor.

- Satisfying fire/public safety standards has been cumbersome, especially when attempting to design stairwells, setbacks, utilities, egress requirements.
    - In some cases, public safety standards utilize a much larger building typology (hi-rise) to establish standards, which are not appropriate for lower-density buildings (3-5 stories).

General Feedback

- Significant opposition regarding a prescriptive approach to regulating building materials, especially as they pertain to façade treatments
- Finished-floor heights are problematic with regards to construction practices, privacy, marketability, and security. Regulations could necessitate multiple unit entrances, inconsistent finish heights along a single building façade, need for additional screening/planting criteria.
    - City of San Francisco's approach: for each additional foot above grade, applicants are allowed one additional foot of total building height, up to a specific maximum.
- Suggestion to regulate residential density based on unit count rather than FAR.
- Land prices demand good professionals in the Bay Area, too many design standards make development harder.
- Most common practice for developers is to use different architects for any given project. Consequently, any design standards ought to be less prescriptive and more flexible.
- Small block walkability standards should be specific.
- Strongest appeal of objective design standards is the expedited review process, and eliminating the potential for case-by-case deviations/exactions
- Utilize standard unit sizes/dimensions when development building standards, especially as they relate to desired façade breaks/articulation
- Look at the building code, build design standards back from that.
- Recommend regulating buildings based on typologies that can be reasonably expected to appear in Milpitas, ex. townhomes, condos, row-houses (thereby eliminating building typologies that would *not* be approved)
- Task Fee + Affordable Housing Fee + Building Fees = 45-50K per unit, eliminates certain densities
- Challenges were not around design guidelines, Fire Department in Milpitas were too onerous, same with Public Works. Projects require up to 5 rounds of comments, comments go beyond code and are sometimes in conflict with Building Department.
    - building must be within 20' of back of walk, but the mandatory fire lane requirements are inconsistent with them
    - stairwells must include fire service rooms(?) and must connect to the roof
    - Issues of hi-rise development standards being applied in-situ to smaller buildings, without considerations of practicality or applicability

Modular Construction

- Additional building height is needed as a practical result of modular construction: stacking individual modules/units can typically require an *additional* 8 to 12 inches of vertical clearance per floor, which may exceed local building height maximums.
- Upper-floor step backs are problematic and highly discouraged: although feasible from a construction perspective, they constitute significant hurdles both financially and practically. Allowing for ways to reduce floor area on upper floors without specific façade step backs are more feasible.

- Issues of variance approvals has deterred some developers from investing more heavily into modular design: although they might manage to satisfy zoning requirements, local building code regulations may not agree.
- Construction techniques discourages deviations in floor height: taller ground-floors for example are more difficult to negotiation, as the standard modular unit is 11′ floor-to-floor
    - Stacked parking is typically incongruous with modular construction, unless modular units are place atop a separately-constructed podium featuring taller floor-to-floor heights.
- Significant breaks/façade breaks are difficult to negotiate: a more feasible strategy would be to provide other design standards that can break up a façade without require a large break (ex. extruded or intruded balconies or windows) + prescribing a specific *number* of required breaks rather than a specific *building/facade length*.

V. Best Practices

Objective design standards have been implemented in a variety of ways, as each city takes an approach that works for their timeline and specific context. These standards commonly appear in specific and area plans, where sites are typically smaller in scale, and design considerations can be specifically tailored to the unique urban context and anticipated development. Additionally, objective design standards have been introduced into zoning codes where they can be regulated more holistically across an entire district or use type.

In order to analyze best practices when developing objective design standards, we reviewed a variety of example codes, area plans, and development standards to identify successful approaches to organization, structure, flexibility in design, and language. The analysis also helped establish precedents for specific topics and unique approaches to quantifying design criteria. This section includes a discussion of overall organization and structure (A), strategies for balancing flexible design with objective language and regulations (B), and a case study (C).

A complete list of the documents reviewed in our research can be found in **VII. Appendix.**

A. Organization & Structure

Given that objective design standards appear in a variety of contexts, their organization and structure are typically consistent with the document in which they are featured. As the state has not issued a universal format for regulating objective standards, standards can be organized in several approaches, including:

- **Topics**: where standards are organized into distinct and typically independent subjects and topics that may include building design, frontages and facades, landscaped areas, circulation, access, and streetscape.
- **Land Uses + Building Typologies**: where standards align with land uses such as housing, mixed-use, industrial, office, and open space. An alternative technique utilizes building typologies associated with common uses, such as residential (townhouses, mid-rise, mixed-use, high-rise) or parking (surface parking; sub-grade; podium).
- **Design Principles**: where standards adhere to several key, usually qualitative, principles or goals.

- **Areas**: where sites are portioned off into smaller units of planning, each containing a unique set of development and design standards that are context appropriate. This approach is synonymous with specific and master plans, planned development areas, and development agreements where the geographic area is scaled down, and contained within a specific geographic area or subset of parcels.
- **Form-based Codes**: where standards use individual building design and form as the primary means of regulating design, irrespective of land use or geographic area.

It is common for these approaches to be combined and re-organized, as each is not necessarily mutually exclusive. A **Mixed Approach** represents an alternative that combines components of several organizational approaches, and is oftentimes the most common approach to objective design standards. Topics are very often nested and duplicated under multiple land use categories, and design principles can be attached to any given topic and written as an associating design guideline to accompany an objective standard. Form-based codes are typically the exception, as their organization and underlying strategy for regulating design standards at the building level requires a comprehensive design for the area it is regulating.

Each approach has its merits, some of which are described in further detail here.

Topical Approach

Advantages

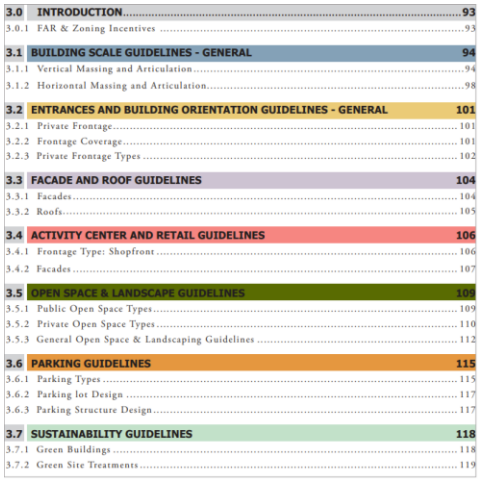
- Provides project applicants and reviewers a consistent structure, where all standards related to a single topic can be found in one section.
- Shares similar organization structure with zoning language, and can be integrated or appended without requiring significant changes to the code as a whole.
- Scales successfully with a geographic-based approach, should the code require a unique set of standards for a specific neighborhood, overlay zone, or PD area.

Disadvantages

- Standards that fall under multiple categories can be difficult to place, or result in redundancies. For example, landscaping can appropriately categorized under open space, ROW/streetscape design, setback design, transitions between buildings and land uses, and surface parking.
- Individual standards can be difficult to craft to ensure their flexibility and adaptability to unique circumstances. Consequently, this approach typically requires additional language that accommodates variance requests or exemptions.

Example: Peery Park Specific Plan

Peery Park Specific Plan features two chapters related to objective design standards: the Development Code which uniformly regulates building height, setbacks, and parking; and Design Guidelines which provide more specific details and standards in a similar organizational structure. The two sections work in tandem to provide applicants an organized and comprehensive inventory of requirements that they must satisfy.



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Land Use + Building Typologies Approach

Advantages

- Accommodates a piece-meal approach to making existing subjective language objective, as authors can afford to focus exclusively on a select number of land use types while leaving others unchanged. For example, objective standards can be limited exclusively to regulating multi-family and mixed-use developments, while other uses such as industrial or single-family residential need not be engaged.
- Shares similar organization structure with zoning language, and can be integrated or appended without requiring significant changes to the code as a whole.
- Gives project applicants and developers a clearly defined set of self-contained design standards that are based primarily on their location and underlying land use, eliminating the need to cross-examine other documents or standards.

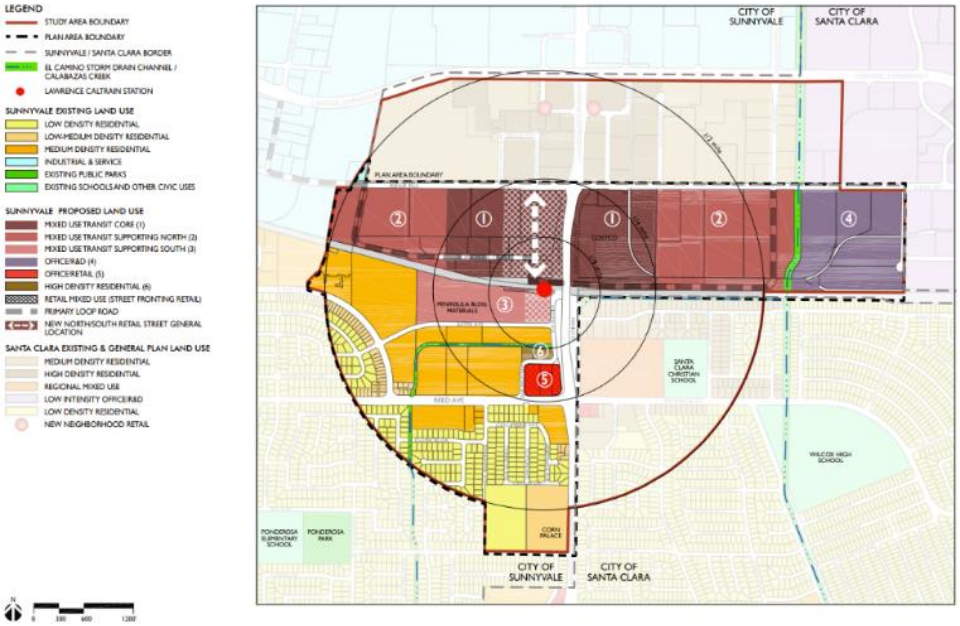
Disadvantages

- Lacks opportunity to accommodate objective design crieria for unique conditions or circumstances, such as parcels abutting natural areas or a railroad corridor. Standards are forced to be written as universal requirements that must cover *all* building types within the land use designation.
- Can result in repetitive and redundant language, where design standards are repeated across several similar but distinct variations of the same land use or building type. Multi-family residential for example may have three classifications/designations based on density or location, and each may require a near-identical set of regulatory standards that might differ in subtle ways.

Example: Lawrence Station Area Plan, Sunnyvale

Oriented around a major transit hub, the *Lawrence Station Area Plan* for Sunnyvale features a number of land uses that the plan uses to organize its associating guidelines and standards. These land uses differ from the current underlying zoning, as the specific plan allows the city to regulate these parcels at a finer grain of detail. Three distinct mixed-used designations, two commercial, an overlay zone, and one residential use each feature an individual set of objective standards.

Figure 3.2: Land Use Plan



Design Principles Approach

Advantages

- Allows for a cohesive and goal-driven organizational structure, where individual standards are universally oriented around a consistent set of principles.
- Principles provide insight to applicants regarding the underlying purpose and intention of a given standard, while the associating objective standards give clear direction to guide design.
- Accommodates a semi-qualitative approach to design regulation that may be more accessible to a general audience who often have difficulty understanding the merits of individual, quantitative objective standards.

Disadvantages

- Requires that individual standards fit into higher-level categories or classifications that do not always scale or line up successfully.
- Requires significant thought and time to craft underlying design principles that fully encapsulate the broad range of topics that design standards entail.
- Diverges significantly from the tone of most existing zoning language, making new objective standards revisions difficult to integrate.

Example: Lawrence Station Area Plan, Santa Clara

Santa Clara's *Lawrence Station Area Plan* features many design principles oriented around key themes, such as architecture, streetscape, and public art. Each principle features a broad thesis that establishes a set of goals, and individual policies and design standards result from these goals.

5.2 ARCHITECTURAL DESIGN PRINCIPLES

Neighborhood Identity: The LSAP should promote a strong neighborhood identity and establish the overall community image. The Plan should support mixed-use development that features ground floor commercial and upper floor residential uses.

Building Street Relationship: Sidewalks should promote vitality and engage pedestrian interest. Orient development to spatially define and focus activity on the street. Establish a visual link with the streets.

Three Dimensional Quality: Facades should enhance their visual surroundings. Articulate facades so as to introduce shadow lines and provide visual relief. Utilize a pleasing set of proportions and a clear pattern of building openings, and well-composed cornice lines.

Human Scale: Buildings should contribute to a pleasing living environment. Encourage elements that offer a human dimension, such as frequent shop entrances, window displays, awnings, overhangs, and exterior light fixtures. Incorporate rich detail and high-quality materials, especially at eye-level.

Permanence: Developments should make a long-term contribution to the community. Use details, materials, and colors in tune with the local environment and building traditions. Raise the level of design with materials that exhibit permanence and quality.

Outdoor Rooms: Use building massing and architecture to facilitate social interaction and passive recreation through "outdoor rooms." Plazas and courtyards are integral to a vibrant life at Lawrence Station. Use buildings to help "contain" spaces that establish a comfortable transition between interior and exterior.

Accessibility: Buildings should be oriented and designed to make entrances obvious and easily accessible to pedestrians and cyclists. Modulations in the building facade or other unique architectural characteristics help to create a legible and functional public realm.

Example: David Baker Architects' 9 Ways

Initially developed as an internal set of guiding principles, David Baker Architects have since repositioned their *9 Ways* approach as a universal methodology for encouraging people-centric design. Coming from an architectural foundation, these principles are more specific to building and site design rather than area-wide goals and are intended to be applied comprehensively. Individual buildings should aspire to satisfy *all* 9 principles.

1. *Reweave the Urban Fabric:* Create, repair, and enhance connections within existing neighborhoods.
2. *Make Big Moves:* Design a bold and interesting building form.
3. *A Little Goes a Long Way:* Concentrate premium materials at points of shared enjoyment. Keep it simple everywhere else.
4. *Activate the Edges:* Energize the streetscape with a generous, mixed-use ground floor.
5. *Be Welcoming:* Set a positive Tone with a bright and engaging entryway.
6. *Cultivate Connection:* Place compatible uses together to add convenience and support social encounters.
7. *Enlighten Circulation:* Bring light and fresh air into hallways and stairs to connect with nature and encourage walking.
8. *Get Personal:* Reflect the character of the community and offer opportunities for expression.
9. *Art for All:* Use artwork to invigorate common spaces, help with wayfinding, and create a strong visual identity.

Area-based Approach

Advantages

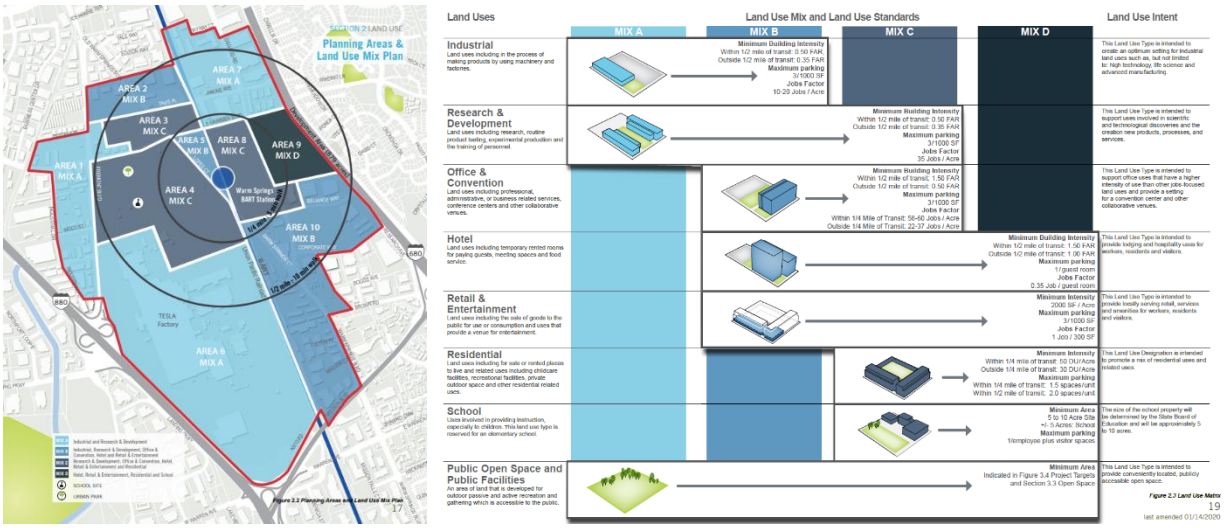
- Allows for context-based design standards applied at a smaller scale, as individual areas can be regulated independently rather than relying on uniform and universal design standards across a larger geographic area.
- Accommodates unique circumstances such as creeks, railways, abutting open spaces, or adjacent industrial use by approaching these conditions as individual areas.
- Accommodates a phased approach for development, particularly in a specific plan or master plan area.
- Compliments other organizational structures without significant revisions, where a topic- or land use-based structure can be developed for each individual area.

Disadvantages

- Potentially requires an entirely separate layer of land use organization and regulations, distinct from underling zoning designations.
- Requires additional consideration and expertise to accommodate unique contextual circumstances regarding how areas align with one another and their abutting areas. For example, regulations and standards regarding setbacks and transitions between land uses for example require greater attention and effort given the complexity of relationships.
- Results in a non-uniform review of individual projects that may share similar underlying uses, but are regulated differently based on their assigned area.

Example: Warm Springs Community Plan

Oriented around the Warm Springs BART Station, the *Warm Springs Community Plan* divides the plan area into 10 different components. Each area features a different set of development standards that regulates building intensity, allowable uses, and bulk requirements. Although some design standards are applied uniformly, they are inherently regulated by the limits defined for each area: high-rise buildings for example are not acceptable in the areas abutting low-density housing, limiting any proposed buildings to a reduced number of objective standards.



Form-based Codes

Advantages

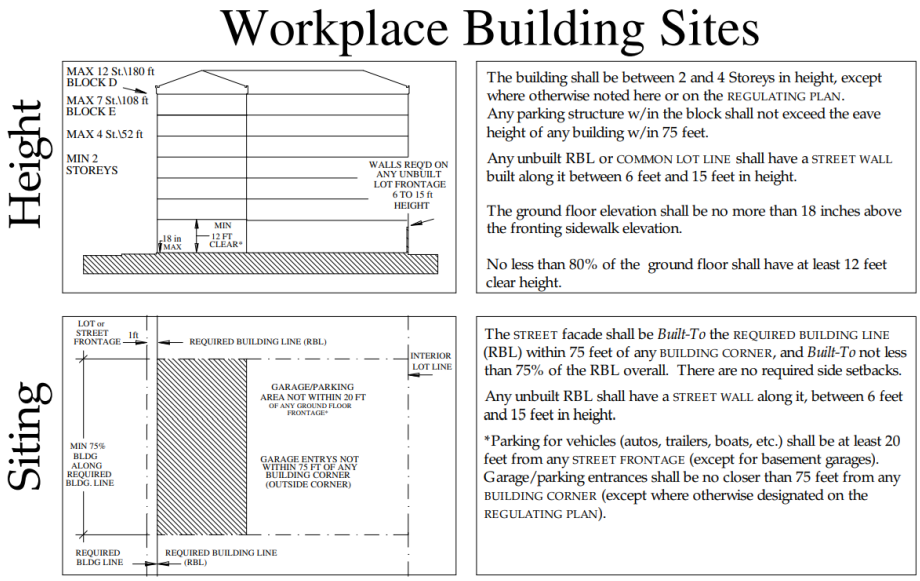
- Allows jurisdictions a high degree of control when designing the initial set of building standards, as the nature of form-based codes necessitates a substantial level architectural details and design considerations.
- Results in a built landscape that is mostly harmonious and consistent in scale, façade treatment, architectural style, and character.
- Results in a very succinct review process, where reviewers and applicants alike have every building detail prescribed, and design review can utilize a simple checklist.

Disadvantages

- Lacks the features of conventional zoning practices such as district-wide setbacks, parking ratios, or FAR, typically resulting in complex standards.
- Requires more specialized knowledge of design and architectural practices for applicants to successfully navigate the standards.
- Requires intensive details that may not scale successfully to city-wide contexts that feature numerous land uses, building types, and geographic conditions.

Example: Pleasant Hill BART Station Property Code

The *Pleasant Hill BART Station Property Code* is designed to complement a corresponding master plan, and limits its content to strictly architectural standards and building envelope standards. The code identifies four building types, each based on a single land use (ex. commercial office, retail, townhouses). The code then prescribes exact height, bulk, and density standards, and prohibits any deviation from the prescribed requirements.



Mixed Approach

This method of organization aligns several previous strategies within a single document. It is most commonly applied to specific or master plans, but can certainly be incorporated into more traditional zoning formats. The advantages and disadvantages of a synthesized organizational structure are similar to those previously discussed, with the added flexibility that individual aspects can be adapted in a condensed or reduced format. For example, design principles can be introduced at the start of the document, but integrated into a topical approach where principles are referenced in individual categories of standards.

B. Flexibility in Design

A good set of objective design standards should strive to achieve a balance between flexibility and prescriptiveness. Knowing that applicants are likely to submit a broad range of proposals for both multi-family and mixed-use developments, standards must be written broadly enough to ensure a consistent review process, while also leaving room for individual aesthetic and architectural designs.

As with their overarching structure, objective standards can be organized using several broader strategies:

- **Uniform:** where a standard must be applied universally across the entire sphere of influence without deviation.
- **Menu of Options:** where the code features a selection of elements and standards that individual applicants must then select from.
- **Point-based:** where projects are required to attain a minimum score, based on an objective set of criteria that assign points to specific interventions and design strategies.

- **Typologies:** where topics are categorized into a set number of classifications such as building type or streetscape, and applicants have the agency to determine which classifications are most appropriate for their projects.
- **Location-specific:** where standards are attributed to specific geographic areas, and confined in their range of applicability.

As with organization and structure, most of these strategies are not mutually exclusive, and most are inherently intertwined. It is common for objective design standards to utilize a combination of strategies to facilitate flexibility, as some techniques are more suited to regulating specific topics.

Uniform Approach

Advantages

- Offers a clear and consistent review process for both applicants and reviewers, as standards do not feature variations or deviations for the original language.
- Lends itself to a table-based approach to objective standards that is clear and accessible to readers.

Disadvantages

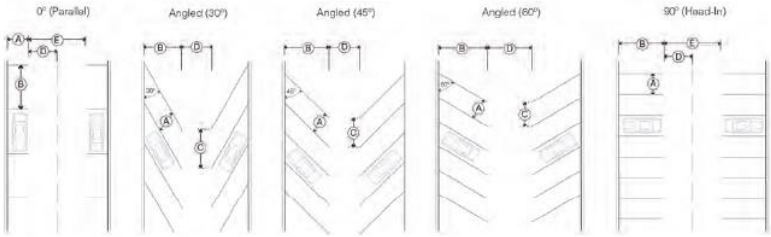
- Lacks flexibility in its prescriptiveness, which may result in reduced individual creativity or architectural expression.
- Requires a one-size fits all standard that applies successfully in every scenario, despite unique cases such as irregularly shaped parcels or public easements.
- Necessitates variance or exemption requests to accommodate unique circumstances, inviting the risk of a subjective review process.

Example: City of Buffalo

While there are a number of context-specific standards that allow greater flexibility, certain topics within the City of Buffalo's *Green Code Unified Development Ordinance* features a single, uniform standard for topics such as aisle widths. Dependent on the angle of individual parking spaces, the aisle width is required to satisfy a minimum width that does not deviate regardless of the associating building use: aisle widths in surface lots for multi-family develops share the exact same standards as a commercial building, an institutional building, or a mixed-use building.

TABLE 8B: PARKING STALL AND DRIVE AISLE DIMENSIONS

STALL ANGLE	STALL WIDTH (MIN) Ⓐ	STALL DEPTH (MIN) Ⓑ	SKEW WIDTH (MIN) Ⓒ	DRIVE AISLE WIDTH, 1-WAY (MIN) Ⓓ	DRIVE AISLE WIDTH, 2 WAY (MIN) Ⓔ	VERTICAL CLEARANCE (MIN)
0 degrees (parallel)	8'	18'	8'	11'	22'	7' 6"
30 degrees	8' 6"	15'	16' 6"	11'	–	7' 6"
45 degrees	8' 6"	17' 9"	11' 8"	11' 10"	–	7' 6"
60 degrees	8' 6"	19'	9' 6"	13' 6"	–	7' 6"
90 degrees (head-in)	8' 6"	18'	8' 6"	–	23'	7' 6"



Menu of Options

Advantages

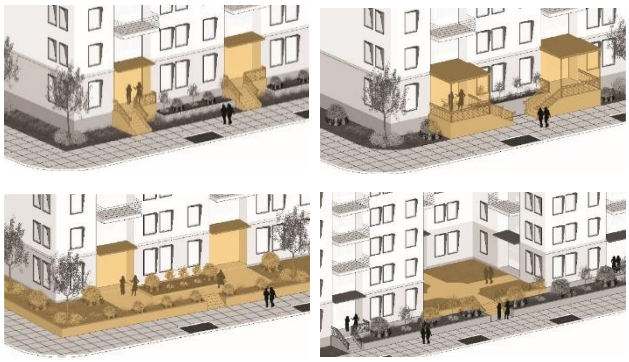
- Offers a degree of flexibility in design and application, as individual projects can apply unique combinations of the available options to their designs.
- Accommodates a broader range of choices and design considerations within the 'menu.'
- Scales successfully across different topics, as 'menus' can be developed for many standards including landscaping, façade design, and entryways.

Disadvantages

- Requires compatibility across *all* available options and potential combinations, as applicants will select the combination that best fits their project.
- Invites potentially contentious and subjective review when determining an 'appropriate' number of minimum options that applicants must satisfy.
- Potentially results in combinations that are incompatible in execution or aesthetics, resulting in inconsistent building design and project approvals.

Example: Beaverton Downtown Design Guidelines

Active ground-floors can be achieved through a variety of entry types. The City of Beaverton identifies five different residential entry types: patios, stoops, terraces, frontage courts, and at-grade entries. Each features distinct design criteria and requirements, but all serve to create a degree of separation and privacy between the doorways and the sidewalk. Project applicants are given the flexibility to choose which configurations work best for their respective development.



Point-based System

Advantages

- Features an objective and entirely non-subjective methodology for applicants and reviewers alike: if the minimum score is attained, the project can and must be approved.
- Offers a degree of flexibility in design and application, as individual projects can apply unique combinations of the available options to their designs in order to satisfy the minimum score.
- Helps to quantify and make objective topics that are difficult to characterize, such as street connectivity and site access.
- Scales effectively across diverse locations or underlying land uses, as minimum scores and methods for calculation can vary

Disadvantages

- Requires a complex process to develop formulas and methods that result in an objective and consistent score.
- Potentially results in confusing standards that are difficult for applicants to understand, or reviewers to interpret.
- Potentially results in incompatible design that nonetheless satisfies the minimum score.

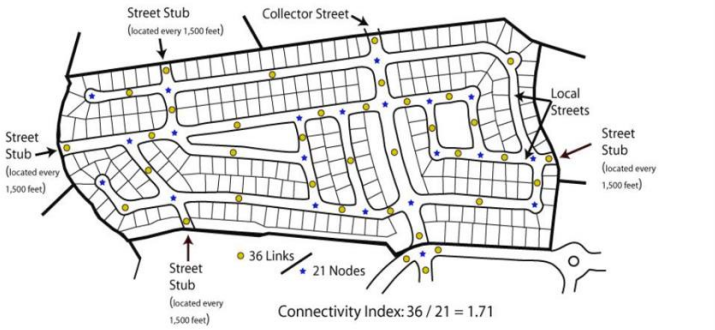
Example: City of Henderson

In an effort to facilitate more prolific street connections on new developments, the City of Henderson uses a "connectivity index" that requires multiple connection points between the project and the city's existing street grid. Individual projects are tasked with submitting a circulation plan that satisfies a minimum score, based either on zoning district or building type (ex. multifamily residential, mixed-use commercial)

TABLE 19.7.3-1: MINIMUM CONNECTIVITY INDEX SCORE

Base Zoning District	Minimum Index Score
RS-1, RS-2, DH, RMH, PS	1.4
RS-4, RS-6, RS-8, RM-10, RM-16 (single-family attached only)	1.4
MC, MR, MN, PC	1.65

Figure 19.7.3-A: Connectivity Index
This figure provides an example of how to calculate the connectivity index. In the diagram, there are 36 links (circles) and 21 nodes (stars); therefore, the connectivity index is 1.71 (36/21 = 1.71). In addition, each side of the development includes at least one street stub or connection to the greater street system every 1,500 feet.



Example: Pier 70 SUD Design For Development

The *Pier 70 SUD Design for Development* utilizes a credit system to regulate building design. A few different categories are identified, including façade and roof modulation, and overall building massing (setbacks, building breaks, courtyards). Applicants are free to design buildings using the established parameters, and must earn a minimum number of credits associated with each standard in order to attain approval.

TABLE B.5.2: 2175 Market Street – Qualifying Modulation Strategies

QUALIFYING STRATEGY: MODULATION	% MIN. AREA	MAX. CREDITS	% ACHIEVED	CREDITS ACHIEVED	NOTES
Multiple Façade Systems	20% / 20%	2	29% / 59%	1	Façade system 1 – Bays/Glazing Façade system 2 – Wood/Glazing
Volumetric Façade Articulation	33%	Unlimited	54%	1	Recessed and Projected Area over 9" (Including Bay windows)
Roofline Modulation	20% (LF); 3' H.	1	21% (LF): 5'6" H.	1 (2)	Angled roof at the corner (44'-8"L. by 5'-6" H.)
			TOTAL MODULATION STRATEGIES	**3 (4)**	

Note: Numbers in parentheses indicate total number of credits achieved after double counting modulation strategies beyond the prerequisite amounts.

Multiple Façade Systems

- Façade System 1 8,921 SF/ 59%
- Façade System 2 4,302 SF/ 29% (> 20%)
- Façade System 3 2,276 SF/ 15% (< 20%)

Note: Includes area recessed or projected up to the limit of measure (10' depth)

Volumetric Façade Articulation

- Projected Area (Bay Windows & sides): 2,767 SF/ 18%
- Recessed Area 5,406 SF/ 36%

Total Volumetric Façade Articulation 8,173 SF/ 54%

Note: Includes area recessed or projected up to limit of measure (10' depth)

Typologies

Advantages

- Allows individual applications flexibility to select the appropriate typology relative to their intent and design parameters.
- Allows zoning designations to have unique standards aligned with specific building, street, or open space typologies.
- Lends itself to a table-based approach to objective standards that is clear and accessible to both readers and reviewers.

Disadvantages

- Requires that typologies be intentionally written in general or generic terms to allow scaling across diverse contexts, resulting in less comprehensive standards.

Example: Vallco Specific Plan

The specific plan identifies several open space typologies as an alternative to the generic 'landscaping' or 'planting' that is typically found in the existing code. These open space types vary in size, dimensions, and required amenities (ex. benches, play structures). Applicants have the opportunity to select the appropriate typology as it relates to their particular project, and must satisfy that specific set of requirements.

Table 6.2.202.B: Open Space Requirements (Continued)

Open Space Type	Min. Width (feet)	Min. Size	Other Requirements
Open Space Types to count towards Parkland Requirement (whether publicly or privately accessible)			
Greenway	55 feet	1.0 acre	See 6.2.202.A.1
Neighborhood Park	90 feet	0.25 acre	See 6.2.202.A.2
Plaza/Square: Town Square (Retail and Entertainment/Mixed Use District)	200 feet	1.75 acres	See 6.2.202.A.3
Plaza/Square: East Plaza (Office/Mixed Use District)	125 feet	0.75	See 6.2.202.A.3
Pedestrian Bridge	If landscaped open space is provided on the bridge, shall be consistent with open space types listed above		See 6.2.202.A.4
Pocket Plaza/Park	50 feet	2,500 sq. ft.	See 6.2.202.A.5
Private Open Space			
Common Open Space for Residential Units	60 feet	60 sq. ft.	Privately accessible. May be provided in the form of podium central courtyards, pool areas, decks, etc.

Example: Marin County Objective Design and Development Standards Toolkit

The county of Marin uses a typological approach to several of their design standards, including materials, window design, and building types. The code begins with two building types: house-scale, and block-scale. From there, eight residential typologies are featured under the house-scale, and four residential/mixed-use typologies under the block-scale. Each typology is intended for a different level of density and features its own set of design standards. These building types are further delineated into specific zoning districts where they may be applied.

Building Types: Block-Scale — **Zones**

Multiplex x.06.120. A medium-to-large-sized, detached, House-Scale Building that consists of 6 to 18 side-by-side and/or stacked units, typically with one shared entry. The type is scaled to fit within moderate-intensity neighborhoods.

Synonym: Mansion Apartment

T3EN	T3SN
T4SN.S	T4CN.M
T4SMS.S	T4CMS
T5CN	T5CMS

Core Townhouse x.06.130. A large-sized, typically attached, Block-Scale Building (5-8 units) with a rear setback. Each Core Townhouse consists of 1 unit. As allowed by the zone, the type may also be detached with minimal separations between buildings. The type is typically located within high-intensity neighborhoods or on, or near, a neighborhood main street.

Synonym: Rowhouse

T3EN	T3SN
T4SN.S	T4CN.M
T4SMS.S	T4CMS
T5CN	T5CMS

Core Courtyard x.06.140. A detached or attached, Block-Scale Building that consists of up to 50 attached and/or stacked units, accessed from one or more shared courtyards. The shared court is common open space. The type is typically integrated into moderate-to-high-intensity neighborhoods and on main streets with a non-residential ground floor along the adjacent street.

Synonym: Courtyard Apartment

T3EN	T3SN
T4SN.S	T4CN.M
T4SMS.S	T4CMS
T5CN	T5CMS

Main Street Building x.06.150. A small-to-large-sized, Block-Scale Building, typically attached, but may be detached. The type is intended to provide a vertical mix of uses with ground-floor retail, office, or service uses and upper-floor service or residential uses. The type makes up the primary component of neighborhood and downtown main streets, therefore being a key component to providing walkability.

T3EN	T3SN
T4SN.S	T4CN.M
T4SMS.S	T4CMS
T5CN	T5CMS

Location-Based

Advantages

- Accommodates existing designations including zoning, area plans, or other formal spheres of influence as a unique 'location.'
- Lends itself to a table-based approach to objective standards that is clear and accessible to both readers and reviewers.
- Scales well to standards related to streetscape and landscaping, as elements like street lighting, fire hydrants, and street trees may not always scale uniformly across an entire city.

Disadvantages

- Limits project applicants to a pre-determined set of standards that may lack flexibility, and may cause conflict in instances where exceptions are desired (ex. street trees are desired by the city to improve the public realm along a street lacking vegetation, but applicants are not required to provide street trees according to the standards).
- Requires an organizational structure oriented around zones, typologies, streets, or other locations types, which may be complicated to develop.

Example: City of Beaufort

Recognizing that multi-family and mixed-used developments require different demands from an infrastructure and streetscape perspective than compared to lower-density development, one potential option to implement objective design standards is to introduce a grid of mandatory streetscape elements that are attributed to specific zoning districts. These elements may include utility infrastructure, street lighting, fire hydrants, and telecom infrastructure. Individual elements can be further detailed in a separate set of standards.

7.1.3 TABLE OF REQUIRED IMPROVEMENTS

		ZONING DISTRICT										
REQUIRED IMPROVEMENTS[3]	SECTION REFERENCE	T1	T3-S	T3-N	T4-HN	T4-N	T5-DC	T5-UC	RMX	IC	LI	MHP
Public Water and Hydrants	7.1.3.B		■	■	■	■	■	■	■	■	■	■
Public Sewer	7.1.3.B		■	■	■	■	■	■	■	■	■	■
Paved Streets[1]	7.2.4		■	■	■	■	■	■	■	■		
Streetscape[2]	Appendix C		■	■	□	■	■	■	■	■	■	■
Underground Drainage	7.1.3.A		■	■	■	■	■	■	■	■	■	
Curb and Gutter	Appendix C		□	□	□	■	■	■	■	■	■	
Sidewalks	7.2.4.C		□	□	□	■	■	■	■	■	■	
Street Trees	7.2.5			■	■	■	■	■	■	■		
Street Lights	n/a		□	□	□	■	■	■	■	■	■	■
Street Signs (private streets)	n/a	■	■	■	■	■	■	■	■	■	■	■
Underground Wiring On-Site	7.1.3.C	■	■	■	■	■	■	■	■	■	■	■
Community Green Space and Open Space Space	7.4	□	■	■	□	□				■		□

■ required improvements by district

□ may be required at the discretion of the administrator based on existing conditions, surrounding context, and street section (Appendix C)

[1]Rear lanes/alleys may be permitted to be paved with pervious material, such as gravel, depending on the location.
[2]Complete street requirements shall be coordinated with the specific street section found in the regulating plan in Appendix C.
[3]For Infill and Redevelopment, as defined in Section 8.3.2, these items [referring to the table of required provisions' are required to the extent feasible based on existing conditions including roads, utilities and adjacent buildings.

Example: San Pablo Avenue Specific Plan

The *San Pablo Avenue Specific Plan* is a form-based code that regulates design along a primary vehicular corridor. The Plan identifies several street types located perpendicular or in near proximity to the central corridor, and uses these types as the foundation of their development standards. Building massing, setbacks, sidewalk requirements, and frontages are all contingent upon what street type a parcel abuts.

Frontage Type	Street Type							
	SPC	SPM	MC	GWY	NS	OG	MBC	PPC
Shop Front	•	•	•	•	•***	•	•	•
Flexible	•	•	•	•	•***	•	•	•
Arcade/Gallery*	•	•						
Forecourt**	•	•	•	•	•	•		•
Front Yard				•	•	•	•	•

STREET TYPE GLOSSARY:
SPC: San Pablo Avenue Commercial
SPM: San Pablo Avenue Community
MC: Major Commercial
GWY: Gateway
NS: Neighborhood
OG: Ohlone Greenway
MBC: Midblock Connection
PPC: Potential Plaza Connection

** Note: Arcades are allowed only on the south and west facades of buildings to minimize sun glare.*

*** Note: Forecourts should be situated to maximize solar access.*

****Note: Shop Fronts and Flex spaces are only allowed on Neighborhood Streets with planned commercial uses.*

VI. Appendix

A. General Plan 2040: Goals & Policies

LU-2: Promote land use objectives and development patterns in **special planning areas** consistent with adopted specific plans, overlay districts, and density bonus provisions.

LU-5: Ensure that new development is compatible with existing development in order to maintain a high quality of life for residents, while supporting successful business operations.

- **LU 5-1** Require new development and redevelopment to be **compatible, complementary** and, where appropriate, **well integrated with existing residential areas**. Integrate new largescale development projects into the fabric of the existing community rather than allowing projects to be insular and self contained, walled off, or physically divided from surrounding uses. **Improve connectivity** between neighborhoods and services with new development. Tie circulation systems and open spaces into existing streets and open spaces. Reduce unnecessary barriers and improve connections between neighborhoods and services by retrofitting existing development over time as area improvements or redevelopment occurs.
- **LU 5-2 Prohibit incompatible uses and inappropriate development** in and near residential neighborhoods. As feasible, promote **gradual transitions** from high density development to surrounding low density neighborhoods in both building forms and land use.
- **LU 5-3** Ensure new development is consistent with **specific height limits** established within the City's Zoning Ordinance as applied through the zoning district for all properties within the City.
- **LU 5-5** Require that new residential development be designed to **protect residents from potential conflicts with adjacent land uses**, and other features including **rail corridors, high-voltage power lines and high-volume roadways**.

LU-6: Support commercial centers that serve residential neighborhoods and provide for a variety of convenient, successful and attractive commercial uses throughout the city.

- **LU 6-2** As commercial centers are proposed for redevelopment, create a **vibrant public realm** though **placemaking techniques** like public gathering places, features and focal elements including outdoor cafes and other outdoor uses and amenities.
- **LU 6-3** Minimize the visual impact of **large parking lots** by locating them away from public streets, and reclaim unneeded and underutilized paved areas that could be converted to neighborhood-enhancing features such as, gathering areas, pocket parks, or other community focused amenities.
- **LU 6-6** Encourage redevelopment and intensification of mixed-use areas by allowing **stand-alone vertical mixed-use**, or **integrated horizontal mixed-use projects** in mixed use areas, consistent with the Land Use Map and policies and actions included in this element.

CIR-1: Provide a transportation system that efficiently, Equitably and effectively supports the City's land use vision, minimizes vehicle miles traveled (VMT), enhances connectivity of the existing network, and supports the use of all modes of transportation

- **Cir 1-3**: Promote **interconnectivity of the transportation network** in existing and new developments and actively measure the quality of conditions in neighborhoods to better understand what barriers exist in order to support use of and access to the network.
- **CIR 1-5**: Encourage **reduced block size** in new developments to develop a grid or modified grid network to enhance walkability.
- **CIR 1-8**: Prioritize **multi-modal infrastructure** improvements that improve pedestrian, bicyclist and transit user safety and equity for inclusion in the CIP.

CIR-2: Provide safe, healthy, comfortable, equitable and efficient transportation choices for all modes of transportation that enable people of all races, cultures, ethnicities, religions, sexual orientation, genders, income levels, ages and abilities, especially people of color and those disproportionately affected by access to a personal vehicle, systemic transportation inequities, racism, oppression, and poverty to increase safe physical activity, reduce usage of personal vehicles, access goods and services, employment opportunities, and for personal travel; to provide for efficient goods movement.

CIR-4: Promote, provide, and maintain an expanded, safe, convenient and comprehensive network of facilities for pedestrians and bicyclists of all ages and abilities to support walking and bicycling as viable modes of transportation, for recreational use, and to promote public health

CIR-6: Support and expand the City's efforts to promote economic, environmental and social sustainability through initiatives to reduce greenhouse gas emissions and other air pollutants, reduce runoff, promote public health, equity and engage the community in an inclusive planning process.

CD-1: Strengthen Milpitas' identity and sense of place by reinforcing the community's distinctive, high-quality community form, natural landscape, and character

- **CD 1-1:** Require development projects to: A. Preserve positive characteristics and unique features of the site; and B. Incorporate a **context-sensitive design approach** that considers the scale and existing and desired character of adjacent uses and the surrounding neighborhood or district.
- **CD 1-2:** Encourage **infill development** projects to accommodate contemporary uses and design and planning approaches and requirements in manner that minimizes conflicts with the
- surrounding existing development.
- **CD 1-3:** Emphasize, enhance, and expand the compact, cohesive, and **walkable** portions of the city.
- **CD 1-4**: Recognize, enhance, celebrate and preserve, where possible, **natural features** and **ecosystems**, and protect **cultural and historic resources**.
- **CD 1-5:** Maintain and enhance pedestrian and bicycle **access** and **views** to and from all local creek corridors
- **CD 1-6**: Emphasize **landscaping** as a fundamental design component, retaining mature landscaping when appropriate, to reinforce a sense of the natural environment and to maintain an established appearance.
- **CD 1-8:** Support **art installations** in public and private development projects that support and enhance Milpitas' image.
- **CD 1-10:** Minimize the **visual impacts of public and private communication, service, and utility facilities** by requiring the provider to incorporate sensitive site design techniques, including, but not limited to the placement of facilities in less conspicuous locations, the **undergrounding** of facilities wherever possible, and the **screening** of facilities.

CD-2: Ensure project designs reinforce a sense of place, display design excellence, and are cohesive and sensitive to the surrounding build environment and natural landscape

- **CD 2-1:** Use the **project review process** to encourage creative, high quality, innovative, and distinctive architectural and site designs that help create unique, vibrant places.
- **CD 2-2** Continue to develop and implement **design standards and guidelines** for residential, non-residential, and infrastructure development, both in the private and public realms, consistent with state law, to provide design and site planning approaches, landscaping, site grading and similar architectural and site planning criteria that will add design excellence, visual quality and interest to the community.

- **CD 2-3** Recognize that finite land area exists for development and that density supports retail vitality and transit ridership. Use land use regulations to require **compact, low-impact development** that efficiently uses land planned for growth, especially for residential development which tends to have a long life-span.
- **CD 2-4** Locate **site entries, parking areas, storage bays**, and **service areas** of buildings to **minimize conflicts** with adjacent properties, especially residential neighborhoods. Also, parking, storage, and service areas should be sited to **minimize their appearance** from public right-of-ways.
- **CD 2-5** Minimize the footprint of **parking areas**, encourage shared and alternative parking arrangements, and allow **parking reductions** when warranted by parking demand and/or updated parking data that demonstrate less required parking.
- **CD 2-6** Promote crime prevention through **site and building designs that facilitate surveillance of communities** by putting "eyes on the street," And take care to avoid poor design that emphasizes security over essential design features. Design sites and buildings to promote **visual and physical access to parks and open space areas**. Support safe, accessible, and well-used public open spaces by **orienting active use areas and building facades towards them**.
- **CD 2-7** Include design elements during the development review process that address **security, aesthetics and safety**. Safety issues include, but are not limited to, minimum clearances around buildings, fire protection measures such as peak load water requirements, construction techniques, and minimum standards for vehicular, bicycle, and pedestrian facilities and other standards set forth in local, state, and federal regulations.
- **CD 2-8** Minimize the visual impact of **wireless telecommunication facilities** by designing them as an integral architectural feature to a site or structure.

CD-3: Maintain and enhance the character and distinct identities of Milpitas' residential neighborhoods and commercial, mixed-use, and employment districts.

- **CD 3-1** Strengthen the positive qualities of the City's neighborhoods, districts, and centers.
- **CD 3-2** Support the development and preservation of unique neighborhoods, districts, and centers that exhibit a special sense of place and quality of design.
- **CD 3-3** Ensure that new development and redevelopment reinforces desirable elements of its neighborhood, district, or center, including **architectural style, scale**, and **setback patterns**.
- **CD 3-4** Strengthen the identity of individual neighborhoods, districts, and centers through the use of entry **monuments, flags, street signs, themed streets, natural features, landscaping**, and **lighting**.
- **CD 3-5** Ensure that new residential development and substantial additions are designed to maintain and support the existing character and development pattern of the surrounding neighborhood, especially in **historic neighborhoods** and neighborhoods with consistent design characteristics.
- **CD 3-6** Encourage the rehabilitation of older residential neighborhoods, districts, and centers to prevent blight and maintain the city's character.
- **CD 3-7** Create, regulate, and enforce **attractive front yards** in residential neighborhoods that are open to the street.
- **CD 3-8** Ensure that new residential developments in and adjacent to the city's districts are designed to **blend with existing building forms**. Considerations for residential developments should include the following:
    - A. Ensure that development projects with more than 2 units consist of detached units with one and two-story building elements, when located in a predominantly single-family residential neighborhood.
    - B. Ensure residential unit entries face the public street.

- C. Ensure that new development is designed to blend in with the existing building patterns of the neighborhood. For example, if the majority of the garages on the street are at the rear of the site, the new building should be designed to accommodate a rear garage.
- D. Ensure that properties designated for non-residential uses within residential areas retain the residential character and scale of development characteristic of the surrounding residential neighborhood. The development is to provide sufficient, safe pedestrian and bicycle access into and throughout the site, on-site parking, human-scaled lighting and landscape screening to minimize the commercial appearance of the use.

- **CD 3-9** For commercial, multi-family, mixed-use, and employment generating projects, encourage site designs and development patterns **that connect adjoining sites and function as a single center**.
- **CD 3-10** Design multi-family residential, mixed use, commercial, and employment-generating development in neighborhoods, districts, and centers to:
  - A. Include open space and/or recreational amenities to provide visual relief from development, form pedestrian and bicyclist linkages to adjacent uses and other portions of the neighborhood, district, or center, and serve as buffers between uses, where necessary;
  - B. Locate building access points along sidewalks, pedestrian areas, and bicycle routes, and include amenities that **encourage pedestrian activity**;
  - C. Create a human-scale ground-floor environment that includes public open areas that separate pedestrian space from auto traffic, or where these intersect, give special regard to pedestrian safety; and
  - D. Provide comfortable pedestrian amenities, such as quality seating areas, lighting, and wide, shaded paths, along with specialized and engaging design features, such as interesting fountains or public art to draw and maintain people's attention.
- **CD 3-11** Size and configure mixed-use development to accommodate viable commercial spaces with appropriate **floor-to-floor heights**, **tenant space configurations, window glazing**, and other infrastructure for restaurants and retail uses to ensure appropriate flexibility for accommodating a variety of commercial tenants over time. Retail commercial buildings should have **primary entrances at the street at sidewalk grade**, particularly in pedestrian-oriented areas.
- **CD 3-12** Where a vertical mix of uses occurs, retail, restaurants, and other active uses should be located on the ground floor, with residential and/or office uses above. Also, encourage **complementary architectural detailing** that differentiates each use.
- **CD 3-13** Encourage the transition of outdated, auto-oriented suburban commercial centers into vibrant, pedestrian-oriented, commercial and mixed-use neighborhood centers

CD-4: Enhance the existing character and strengthen the identity and unique qualities of Milpitas' districts.

- **CD 4-1** Provide special attention to development within or adjacent to Specific Plan areas or special districts.
- **CD 4-2** Incorporate identifiable and consistent design themes through **architecture, landscaping, public realm improvements, historic references** and **signage** within special districts.
- **CD 4-3** Support and seek surrounding land uses and development that correspond to or enrich special districts and Specific Plan areas.
- **CD 4-4** Strengthen the **aesthetic, environmental and functional links** between the city's Specific Plan areas and other surrounding neighborhoods and districts

CD-5: Provide appropriate transitions between land uses to avoid conflicts and perpetuate the community's harmonious character

- **CD 5-1** Design new development to reflect the character of the predominant existing development of the same type in the surrounding area through the **regulation of lot size, street frontage, height, building scale, siting/setbacks, and building orientation.**
- **CD 5-2** Encourage new development to connect with the surrounding community and, where possible, **extend the existing street grid** to integrate with adjacent neighborhoods.
- **CD 5-3** For new development in transition areas, use a combination of **building setbacks, building step-backs, daylight planes, materials, glazing, building orientation, landscaping**, and other design techniques to provide a **consistent streetscape** that buffers lower-intensity areas from higher intensity areas and reduces potential **shade, shadow, massing, viewshed, safety** or other land use compatibility concerns.
- **CD 5-4** Encourage **context-sensitive transitions** in architectural scale and character between new and existing residential development.
- **CD 5-5** For infill development, incorporate **context sensitive design** elements that maintain compatibility and raise the quality of the area's architectural character.
- **CD 5-6** Encourage the mixing of land uses, where appropriate, but provide **physical separation, adequate pedestrian and bicycle infrastructure** and/or **buffers** between incompatible land uses.
- **CD 5-7** Encourage the use **of creative landscape design** to create visual interest and reduce conflicts between different land uses.
- **CD 5-8** Require setbacks and other design elements to **buffer residential units** to the extent possible from the impacts of abutting roadway, commercial, and industrial uses.
- **CD 5-9** Avoid the blocking of public views and access by **solid walls**. Where solid walls are necessary, require that they be articulated through the use of color, material, and/or surface depth changes and/or screened by landscaping to avoid appearing blank.
- **CD 5-10** Use **natural features** as buffers between incompatible land uses.

CD-6: Enhance the corridors, pathways, and edges that form physical boundaries and provide transitions and connections throughout the community.

- **CD 6-1** Support a **complete streets** approach to designing new streets and **retrofitting existing streets** by encouraging streets to provide stimulating settings; improve safe walkability, bicycling, and transit integration; strengthen connectivity; and enhance community identity through improvements to the public right-of-way such as sidewalks, street trees, parkways, curbs, human-scaled street lighting, and street furniture.
- **CD 6-2** Design private streets to appear and function like public streets. Include **street trees** and **sidewalks** and **connect sidewalks** to those located within the adjacent public rights-of-way.
- **CD 6-3** Consider the **street type** of all adjacent streets in the development review process to ensure that the design of the site, buildings, and public way respond to the multi-modal priorities for the area.
- **CD 6-4** Consider the relationship between **street design**, use of the public right-of-way, and the form and uses of adjoining development.
- **CD 6-5** Promote **consistent development patterns along streets**, particularly by how buildings relate to the street, to promote a sense of visual order, and provide attractive streetscapes.
- **CD 6-6** Require major arterial streets to feature a **consistent landscape theme** that includes primary street trees, groundcover, sidewalks, bike lanes, bus shelters where required, and lighting.
- **CD 6-7** Require the planting of **street trees** throughout the city to define and enhance walkability and the character of the street and adjacent development.

- **CD 6-8** Apply **special paving** at major intersections and crosswalks along enhanced corridors to create a visual focal point, improve the pedestrian setting, and slow traffic speeds.
- **CD 6-9** Allow **recreation uses** adjacent to the highways, where practical, that are attractive, provide a high level of day and evening activity, and are well connected to the community.
- **CD 6-11** Require the **pedestrian and bicycle system** within a neighborhood, district, center, or project to provide efficient access to neighborhood and/or district centers and other key locations, and to connect with other pedestrian and bikeways in adjacent neighborhoods, and ultimately, to the Citywide pedestrian and bikeway trail system.
- **CD 6-13** Increase **neighborhood connectivity** in new development by requiring access for pedestrians, bicyclists, and vehicles across natural barriers (e.g., creeks) and man-made barriers (e.g., cul-de-sacs, freeways, and railroad tracks).
- **CD 6-14 Discourage gated subdivisions** because they isolate parts of the community from others, create an unfriendly appearance, and do not support social equity or connectivity.
- **CD 6-15** Accomplish **sound attenuation** for development along City streets through the use of building placement and design rather than sound attenuation walls. When sound attenuation walls are located adjacent to expressways or freeways, or railroad lines, landscaping, public art, and/or an aesthetically pleasing and visually interesting design should be used to minimize visual impacts.
- **CD 6-16 Discourage the uses of gates and fences** at the frontage of commercial properties, unless required for legitimate safety or security reasons.

CD-9: Enhance the quality and character of Milpitas' Public Spaces to provide safe, comfortable, and enjoyable passive and active recreation opportunities for all users.

- **CD 9-1** Promote vibrant, **publicly accessible spaces** that encourage gathering and other active uses. Provide **adequate shading** through shade structures or trees and incorporate formal and informal seating to encourage both short-term and long-term use of public spaces. Place a **variety of uses** adjacent to public spaces at sufficient concentrations to encourage the use of the spaces throughout the day and night.
- **CD 9-3** Encourage the incorporation of **publicly accessible spaces**, such as plazas and pocket parks, into new and existing commercial, multi-family, and mixed-use developments to encourage social interaction. The spaces should be appropriately scaled and programmed and compliment the characteristics of the district and/or neighborhood and the surrounding development.
- **CD 9-4** Incorporate **outdoor plazas or other common areas** that provide space for special landscaping, public art, food service, outdoor retail sales, or seating areas for patrons in retail settings appropriate to such pedestrian activity. The plaza or other common area should be appropriately scaled to the retail use and shall be directly connected to the primary walkway.
- **CD 9-5** Configure buildings to provide "outdoor rooms," including, but not limited to **courtyards, paseos, and promenades**.
- **CD 9-6** When development is proposed **adjacent to existing or planned parks or along park chain**s, include frontage roads along the public park in that development in order to maximize access to park lands, to provide separation between urban land uses and park lands without the use of "back-up" design, and to maximize public exposure and view of park lands for scenic and security purposes. Also, encourage development to provide common open space contiguous to such areas.
- **CD 9-7** Where practical, and in compliance with **ADA standards**, separate common areas that provide seating from the primary walkways by informal barriers, such as planters, bollards, fountains, low fences, and/or changes in elevation.
- **CD 9-8** Ensure that projects **adjacent to local creeks** participate in developing those portions of the creek that are not designated for conservation as a landscaped parkway and extend the landscape theme into creekside developments to enhance exposure to the creeks, provide passive recreation (seating areas) and integrate the creeks with new development.

- **CD 9-9** Create a high-quality, safe pedestrian experience in commercial and mixed use areas through the use of **street trees, public art, street furniture, and public gathering spaces**. Using **signage, art, and unique uses**, entice and encourage people to walk and explore the commercial cores of Milpitas.
- **CD 9-10** Support the **conversion of on street parking spaces**, located within and adjacent to commercial and mixed-use districts and activity centers, into parklets for outdoor and café seating, bicycle parking, and transit and rideshare stops.
- **CD 9-11** Reinforce the distinctive public spaces with **design elements** reflected in the streetscape, landmarks, public art, and natural amenities.
- **CD 9-12** Continue to require the **inclusion of art** in public projects and encourage its placement in private development projects to improve the quality of life in the city. Emphasize art that draws upon the local history and is placed at locations accessible to the public.

CD-10: Design buildings, sites, and streets to enhance pedestrian and bicycle mobility.

- **CD 10-1** Prioritize **pedestrian and bicycle connections** to transit, community facilities (including schools), commercial areas, and other areas serving daily needs. Ensure that the design of new facilities can accommodate significant anticipated future increases in bicycle and pedestrian activity.
- **CD 10-2** Integrate comfortable and convenient **pedestrian elements** into building design, including, but not limited to walkways, plazas, and terraces and protect pedestrians from extreme climatic conditions.
- **CD 10-3** Encourage a **street grid** with lengths of 600 feet or less to facilitate walking and biking. Use design techniques such as multiple building entrances and pedestrian paseos to improve safe, clearly designated pedestrian and bicycle connections within blocks and projects.
- **CD 10-4** Design **sidewalks** to create a safe, comfortable pedestrian experience by making sidewalks sufficiently wide to support circulation and outdoor activities related to adjacent land uses, planting a continuous trees canopy, and placing sidewalk furniture on regular, frequent intervals that do not impede travel or accessibility.
- **CD 10-5** Install **pedestrian and bicycle path connections** between residential neighborhoods, commercial centers, schools, parks and other key community activity nodes, where feasible. Require these improvements to be made as part of new development projects.
- **CD 10-6** Require developers to provide **pedestrian amenities**, such as trees, lighting, sidewalk furniture, awnings, and art in pedestrian areas along project frontages.
- **CD 10-7** Require **pedestrian-scale improvements** for new residential developments and large additions, such as front porches and placement or orientation of the garage away from the street, or recessed from the frontage of the homes' living space.
- **CD 10-8** Encourage mobility in urban, pedestrian-oriented districts and centers by placing **building frontages** at or near street facing property lines, orienting entrances onto the adjoining sidewalks, providing landscaping and high-quality pedestrian and bicycle facilities, and discouraging parking areas located between the front of buildings and the street.
- **CD 10-9** Within new development, create and maintain a **pedestrian and bicyclist-friendly environment** by connecting the internal components with safe, convenient, accessible, and pleasant pedestrian and bicycle facilities and require pedestrian and bicycle connections between building entrances, other site features, and adjacent public streets.
- **CD 10-10** Within private developments that include multiple streets, encourage the construction of **multi-use paths** to provide direct pedestrian and bicycle linkages between streets and beyond the project.

- **CD 10-11** Encourage **pedestrian cross-access connections** between adjacent properties and require pedestrian and bicycle connections to streets and other public spaces, with particular attention and priority given to providing convenient access to transit facilities. Provide **pedestrian and vehicular connections** with cross-access easements within and between new and existing developments to encourage walking and minimize interruptions by parking areas and curb cuts.
- **CD 10-12** Ensure that new development provides visual and pedestrian and bicycle linkages with **local creeks**.

CD-11: Enhance Milpitas' commitment to sustainable design by minimizing negative environmental impacts and utilizing resources efficiently.

- **CD 11-1** Design buildings to allow the **sun** to reach adjoining and nearby sidewalks and plazas in the winter and protect pedestrians from the sun and rain.
- **CD 11-2** Encourage **passive solar design and energy-efficient concepts**, including, but not limited to natural heating and/or cooling, sun and wind exposure and orientation, and other solar energy opportunities.
- **CD 11-3** Encourage the orientation of **solar collectors** away from public view and/or the design the features as an integral element of the roof structure.
- **CD 11-4** Encourage **architectural elements** that contribute to a building's character, aid in climate control, and enhance pedestrian scale. The elements include, but are not limited to canopies, roof overhangs, projections or recessions of stories, balconies, reveals, and awnings.
- **CD 11-5** Encourage the use of **building materials** that conserve energy and material resources.
- **CD 11-6** Encourage the expansion of the city's **urban forest canopy**, comprised of street trees and trees located on private property and in open spaces. Emphasize the importance of placing trees in locations with significant hardscaping, such as parking areas.
- **CD 11-7** Reduce the use of highly-reflective and/or transparent building materials in order to reduce the potential for **bird strikes** and other harm to **wildlife**.
- **CD 11-8** Encourage **low-impact development**, including but not limited to, bioretention cells/rain gardens, cisterns and rain barrels, green roofs, pervious concrete/porous pavement, bioswales, and media filters.
- **CD 11-9** Encourage the use of **green roofs**, which help reduce the heat island effect.
- **CD 11-10** Consider expanding the City's **Green Building Program** to include additional incentives, above and beyond expedited building permit processing, for projects that incorporate sustainable design approaches and/or elements that exceed local, regional, and state requirements.
- **CD 11-11** Continue to apply and expand the **Climate Action Plan** to increase the energy efficiency of development.

B. Best Practices Research

The following documents were reviewed and considered.

- **Tasman East Specific Plan** (Santa Clara)(2020)
- **Patrick Henry Specific Plan** (Santa Clara)(2021)
- **Pier 70 Design for Development** (San Francisco, CA)(2018)
- **El Camino Specific Plan** (Redwood City, CA)(2017)
- **Peery Park Specific Plan** (Sunnyvale, CA)(2016)
- **Lawrence Station Area Plan** (Sunnyvale, CA)(2015)
- **Lawrence Station Area Plan** (Santa Clara)(2016)
- **Vallco Specific Plan** (Cupertino, CA)(2018)
- **Warms Springs Community Plan** (Fremont, CA)(2020)
- **Redwood City Downtown Precise Plan** (Redwood City, CA)(2018)
- **City of Burlingame Downtown Specific Plan** (Burlingame, CA)(2018)
- **Pleasant Hill BART Station Property Code** (Walnut Creek, CA)(2002)
- **Beaverton Downtown Design District Development Code** (Beaverton, OR)(2020)
- **Balboa Reservoir Design Standards and Guidelines** (San Francisco, CA)
- **Morgan Hill Objective Design Standards** (Morgan Hill, CA)
- **City of Henderson Development Design Standards** (Henderson, NV)
- **City of Beaufort Building Design & Infill Standards** (Beaufort, SC)
- **Buffalo Green Unified Development Ordinance** (Buffalo, NY)
- **City of Portland Multi-Dwelling Zoning Zones** (Portland, OR)
- **San Pablo Avenue Specific Plan** (El Cerrito, CA)(2014)
- **Tigard Downtown Plan District** (Tigard, OR)
- **LEED Neighborhood Development** (2018)
- **SmartCode Version 9.2** (2009)
- **Marin County Objective Design and Development Standards** (2020)
- **City of San Jose Downtown Development Guidelines** (San Jose, CA)(2019)

C. Staff Feedback: Notes

Planning Staff Check-in. March 1, 2021

Participants: Jessica Garner, Jay Lee, Krishna Kumar, Lillian VanHua, Adrienne Smith, Rosalynne Thompson, Michael Fossati, Avery Stark

1) Development Review

Specific Plans: experiences with enforcement + regulation + update process

- Midtown: it *does* include design guidelines but it needs to be resolved with the limited design guidelines that exist in code + the design guidelines are scattered throughout the document
    - Developers have difficulty providing ***building articulation*** and ***detailing*** based on the current guidelines: they are submitting basic **massing** forms that lack definition
    - Midtown SP's current design guidelines are considered *outdated* and no longer relevant/appropriate
- Midtown: the plan has built-in land uses which serve as constraints (ex. mandatory ground-floor retail: difficult attracting developers who are willing to develop mixed-use *and* have it pencil out)
    - Is it possible to encourage greater emphasis of *building* ***form*** rather than specific and prescriptive *building* ***use*** in order to provide greater flexibility: ex. the goal should be to prioritize and encourage an attractive ground-floor environment for pedestrians: this *does not* need to be accomplished exclusively through mandating ground-floor retail establishments

Staff Changes

- Issues of subjectivity in the existing code: leads to confusion on the part of designers and developers, leading planning staff to identify and share precedent images as good examples (not sustainable)
    - Developers are typically flexible, but this bespoke/subjective process *has* resulted past conflicts: the iterative re-submittal process hasn't always netted constructive results from a building form perspective
        - This lack of response to staff suggestions is moreso a developer-driven incentive, not architect/designer (not that the architects aren't susceptive to combative review processes)
- Concerns regarding ***building heights***: developers wish to encourage greater density, but the code lacks language that helps *break down* building form to a pedestrian-friendly scale
- ***Modular buildings*** is a developing concern, especially on larger sites where developers are keen on the convenience and efficiency of modular design
    - A designated set of regulations that suite a modular project would be helpful: especially some mechanism for attaining building modulation and articulation (when you know the individual inputs are standardized)
    - *Who are the modular developers and designers active in the Bay Area:* Factory OS, Architects Orange (**City** will try to pass on a list of developers that the City has engaged with)(R+A will engage directly with them)
- Trees and landscaped medians + colors: development review is ***conflicting*** **with inter- and intra-departmental review** (ex. building/public works + PG&E will disagree with tree placement)

    - Current streetscape regulation is also outdated, but an update process would require an engagement with other city departments (particularly public works)
- Possible to identify different street typologies (ex. major thoroughfares and arterials vs. local streets)(Montague Ave) with regards to how they interact with building form, ROW design, landscaping, etc: implementing a consistent but **context-specific scale**
    - Uncertain how R+A might address this: our project is a city-wide effort that may not manage to address specific locations
- **Balcony space**, especially with regards to use and application: is it possible to build-in better/more successful screening (because in practice, individuals are using their balcony space as storage which is highly unattractive
- **Patios** w/scuppers (?): current application has been shoddy, can we require higher-quality materials/standards
- **HVAC** (esp. AC units in townhome contexts): need for better concealment and placement within the development; keeping these units away from private open spaces
- **Mailbox** placement: **Postmaster** desires (key stakeholder), Building, Planning, individual service providers (FedEx, Amazon, grocery delivery, etc.) - especially difficult in approaching town house developments

2) Objective Standards

Best Practices

- The wrapped/hidden garages has been successful from the perspective of staff (1380 Main...?)
- Standards that don't become immediately outdated within the next design aesthetic cycle is difficult: the response by some cities has been to be incredibly prescriptive/strict vs. incredibly flexible (borderline-subjective)
    - R+A has proposed in previous projects a *menu of options* to provide some built-in flexibility, but perhaps the most significant alterations can be done to *massing* and *articulation*
- Could we bake-in a *degree* of discretionary review? (developer satisfies nearly all of the standards, but needs to collaborate and negotiate with staff to conclude the final _%)

Examples

- Main Street Milpitas: city managed to negotiate a street-facing plaza/OS that doesn't rely on ground-floor retail (rather, community space on the ground-floor: hides garage, makes the area more lively; ride-share pick-up/drop-off point; transit stop) + public art contribution built into the structure (decorative building elements) as well as site-level (**water feature** located within public ROW (easement): controversial for public works, but attractive to planning - *reiterating the need for standards that are agreeable between planning and other city departments*)
    - Ground-floor has a higher floor-to-ceiling height (irrespective of the use)
    - **underground utilities** must be harmonious with street trees (planter boxes perhaps)
- Sunnyvale development (along Mathilda): successful transition between townhouse design/facade on the local street-facing edge of the development + a different finish along the major arterial
    - townhouse patios/balconies however are problematic
- Montague Site (bad): **color palette** leaves a bit to be desired (too dark and saturated: higher maintenance and upkeep costs, even though the public is typically attracted to these types of colors)

Development Review Committee. March 4, 2021

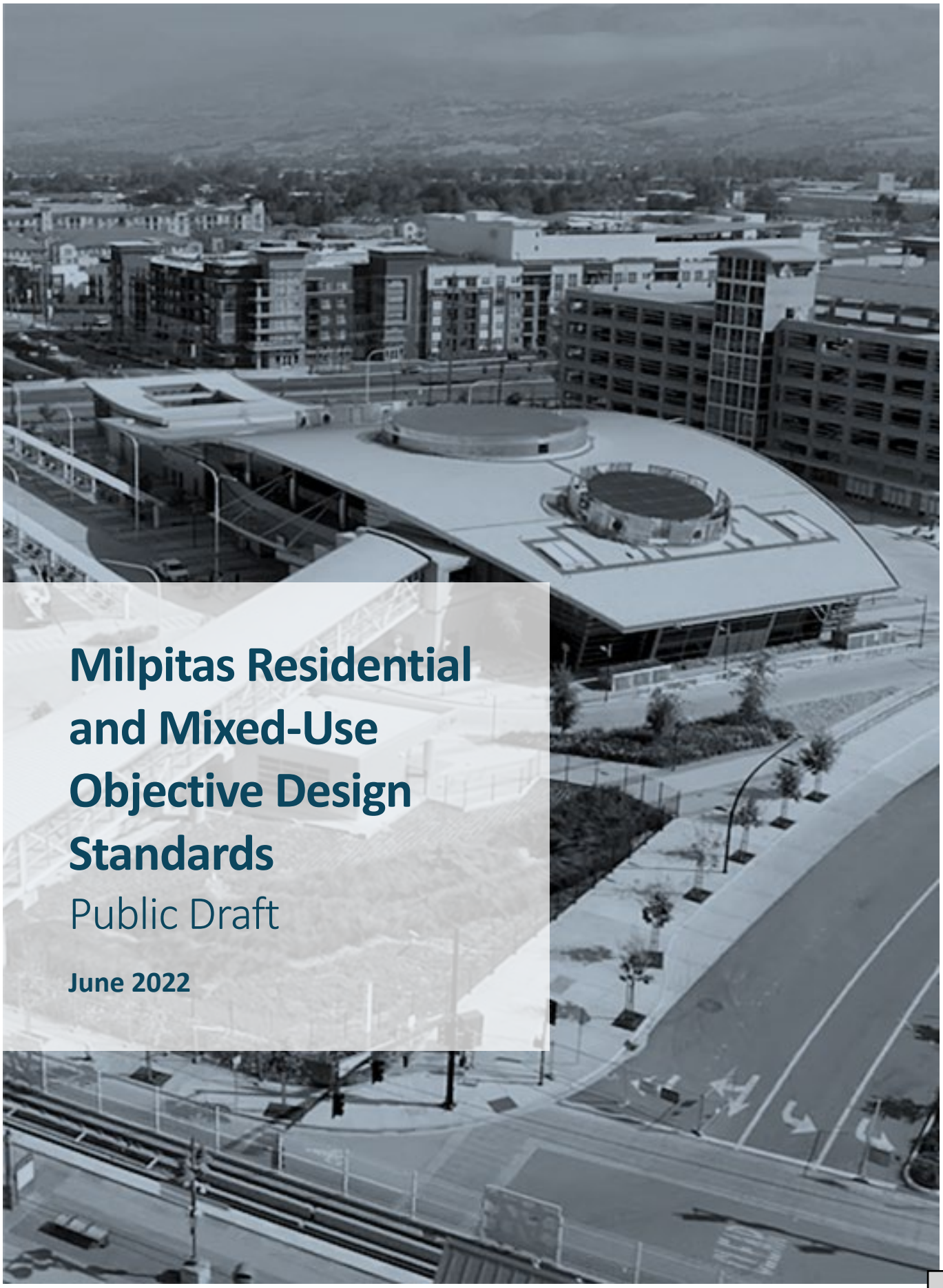
Participants: Jessica Garner, Jay Lee, Rosalynne Thompson, Albert Azamora, A. Prince, Roberto Alonzo, Avery Stark, Jaime Garcia, Jeremy Wu, Krishna Kumar, Tegan McLane, Betty Chan, Steve Chan, Alex Andrade

1) General design guidance: what needs to be addressed in policy

- Easily accessible **mail boxes**: we end up with a cluster of mailboxes typically located on a public street where residents are effectively having to double-park in order to access their mail
- **Solid waste** handling: standardization detailing what all residential (especially condo + apartments) are required to meet; especially space for loading and offloading (might be separate from solid waste?)
- Accommodating **new methods of transportation** (especially rideshare + delivery): these vehicles lack designated parking areas; lack of signage; lack of loading areas or what areas exists are too small for standard delivery vehicles
    - related: **parking or designated transit areas/stops** that prevent traffic congestion further down the street
- From a public safety perspective: **adequate move-in and move-out** areas for residents
    - **EVA access** especially in mixed-use contexts: negotiating commercial parking + residential parking with emergency access (it's not often clear where EVA access is located)
    - Location and placement of **public parking**
- Standards for **retail parking** that differs from residential parking: there needs to be more generous allocation for vehicular access

2) Secondary requests that may *not* be within our scope of work

- Greater objectivity regarding **public art** (what constitutes or satisfies public art) - *Tegan McLane says that the Public Art Ordinance is clear, but perhaps the commission could do a better job of enforcement and communication/outreach of expectations*
- Design of **second story additions:** ADUs that are two-stories or located on a second story (*moreso a single-family issue which is* not *included in the current scope of work)*
- other related issues: **line of sight; privacy; massing**



Milpitas Residential and Mixed-Use Objective Design Standards

Public Draft

June 2022

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1 Purpose and Applicability

1.1 Purpose

1.1.1 Overview

The development of residential multi-family projects and mixed-use projects in the City of Milpitas is regulated by a variety of documents including the *General Plan,* Zoning Ordinance, Specific Plans, and other topic specific ordinances. Following the passage of California State Senate Bill 330 (*SB 330*), the City of Milpitas is required to adopt objective design standards and streamline its housing development and review process to ensure high quality design and facilitate the efficient delivery of new residential units.

Senate Bill 330 (SB 330) defines objective design standards as any standard that: "*[Involves] no personal or subjective judgment by a public official and that is uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official before submittal of an application."* (SB 330, Section 66300.7) These standards contain concise and quantifiable language that are designed for consistent interpretation by applicants, reviewers, and approval bodies alike.

1.1.2 Goals

The purpose of these objective design standards is to provide city-wide regulations that allow flexibility in design but require applicants of multi-family or mixed-use projects featuring residential use to adhere to a clear set of rules that facilitate an efficient review process and result in buildings that are appropriate for their context and environment.

In application, these objective design standards are intended to accomplish several key goals:

- Preserve the character of Milpitas' neighborhoods by balancing the form and design of existing development with new construction techniques.
- Encourage human-scaled buildings that adhere to existing zoning regulations and promote high quality site and building design.
- Emphasize a pedestrian-oriented environment where buildings and public realm design are cohesive and complementary of a diverse range of uses.

1.1.3 Additional Documents

Development across Milpitas may be subject to additional regulations other than the standards detailed in this document. Because development projects throughout the City are unique by use, character, needs and geographic location, no single document or process can address all aspects of project design. Please refer to these documents for additional information and standards that may apply to specific or unique development contexts.

This list is not exhaustive, and applicants may be required to satisfy other standards during the time of development review. Where a conflict exists between the standards in this document and the Zoning Ordinance, this document shall prevail. Where a conflict exists between the standards in this document and Specific Plans, those Specific Plan regulations shall prevail.

- *General Plan 2040*
- *Milpitas Zoning Ordinance*
- *Midtown Specific Plan (update pending)*
- *Metro Specific Plan (update pending)*
- *Bicycle/Pedestrian & Trails Plan (update pending)*
- *Climate Action Plan (2013, update pending)*
- *Housing Element (2015, update pending)*
- *Parks & Recreation Master Plan (2021)*
- *Streetscape Master Plan (2000)*
- *Utilities Master Plan (update pending)*

1.2 Organization of Object Design Standards

The Objective Design Standards are organized into a preamble, Purpose and Applicability and four sections: Site Planning, Site Design, Building Design, and Usable Open Space. The purpose outlines the high-level goals of the section and draws from Goals and Policies of the *Milpitas General Plan 2040*. Within each section, subsections organize one or more design standards that will regulate specific design guidance. The design guidance is provided for each subsection with an intent statement that outlines *General Plan 2040* and other planning policies and specific intent of the standards that follow.

1.3 Applicability

1.3.1 Applicable Project Types

These Objective Design Standards apply to all new construction projects that meet the following criteria:

1. **Multi-family projects**. Defined as a project consisting of multifamily residential uses only with 2 or more Dwelling Units
2. **Mixed-use projects, featuring a combination of residential and other uses.** Defined as a project consistent of a mix of multifamily residential and nonresidential uses, where at least two-thirds of the square footage of the development is designated for residential use

All other project types, including single-family homes, commercial-only projects, and interior renovations less than 30% of floor area are not subject to these objective design standards but must satisfy existing development standards in the Zoning Ordinance, and Specific Plan Guidelines (if applicable).

1.3.2 Design Standards by Building Type and Project Size

The Objective Design Standards provide design standards based on the size of a project and building size. For "Large/Master Planned" projects (see definition below), unique Site Planning standards apply to ensure new large-scale development projects integrate within the fabric of the existing community, are designed to accommodate pedestrian access and activity, and encourage walkability. Specific Building Design standards are provided by the type and size of buildings. The applicability of the size-based standards is indicated in parentheses following the Design Standard's title. The name and definition of project size and building types are as follows:

Large Sites/Master Planned Projects

- Sites greater than 5 acres, and
    a. Any one of the following:
- Sites requiring subdivision (but not including subdivisions internal to buildings for condominium division):
    a. Sites with a horizontal mix of uses; or
    b. Development project including new public or private streets

Building Types

- **(S) Small -** House-like/Multiplex Buildings
    a. Up to 3 stories
    b. Maximum height of 35 feet
    c. Building types include cottage clusters, duplexes, triplexes, fourplexes, or combinations of these types.
- **(M) Medium** – Middle Housing
    a. Up to 4 stories
    b. Maximum height of 45 feet
    c. Building types include rowhouses, walk-up multi-plex buildings, garden style apartments
- **(L) Large** – Mid-rise Buildings
    a. Greater than 4 stories
    b. Up to 90 feet in height
    c. Occupied finished floor less than height of 75 feet
    d. Building types include mid-rises, podium buildings, wrapped structures
- **(XL) Extra Large** – High-rise Buildings
    a. Any building greater than 90 feet in height.
    b. Any building with an occupied finished-floor greater than 75 feet in height.

1.3.3 Special Conditions in Site Design

Section 3.9 provides specific Site Design standards for special conditions depending on adjacent conditions. These design standards supersede other design standards for the applicable condition listed. Special conditions consider adjacency to the following:

- Lower Density Development
- Major Roadways
- Freeways
- Railroads
- Natural Areas/Creeks/Channels

1.3.4 Exceptions and Exemptions

All applicable projects are required to comply with Objective Design Standards. Should a project not be able to or choose not to adhere to the Objective Design Standards, a project may seek approvals through the following paths:

1. **Minor Exceptions and Exemptions**. If an applicant is unable to meet certain Objective Design Standards, applicant may request up to three (3) exceptions/exemptions. This allows for limited discretionary review and flexibility for projects that may have a physical constraint or alternative architectural solution to specific standards. Direct of Planning will have full right to deny a project requesting these exceptions/exemptions.
    a. Requests shall be made by the applicant in writing to the Director of Planning.

   b. Applicants requesting an exception/exemption shall provide findings on how their project meets the Purpose and Intent statement for each topic where the exception/exemption is requested.
   c. Applicant shall document constraints to meeting the standard.
   d. Exceptions/exemptions from quantitative standards shall not deviant more than 10% plus or minus from the standard.
2. **Discretionary Review Path**. Applicant may choose the Discretionary Review Path if they choose not to meet the Objective Design Standards. The Discretionary Review Path voluntarily takes a project outside of requirements including time of review and limit on number of public meetings for projects seeking non-discretionary approvals based on SB330.
   a. Applicant shall provide findings on how their project meets the Purpose and Intent statement for each Topic in ODS
   b. Applicants may be subject review by the Planning Commission
   c. Applicants may be subject to community meetings

1.4 Definitions

Active Frontage: Active frontages are building frontages with active uses where there is a visual engagement between those in the street and those on the ground floor. Active uses are uses that generate many visits, in particular pedestrian visits, over an extended period of the day. Active uses may be shops, cafes, other social uses, and shared assessor spaces. Higher density residential and office uses also can be active uses for particular periods of the day by providing additional entries to individual units or ground floor office spaces

Block Length: The length of parcel or series of parcel measuring from the edge of one public right-of-way or public access easement to another.

Building Façade Length: The overall length of a façade without a full break in the building.

Build-To-Zone: The area between the minimum and maximum setback lines within which a building's front façade is to be located.

Chicane: A traffic calming measure that includes horizontal shift in the drive lane(s) that is meant to slow vehicle speeds.

Development Parcel: Any tract of land on which development can occur. This includes platted lots and un-platted parcels but excludes any public right-of-way.

Façade Plane: Any stretch of a building façade existing along the same axis line, regardless of pattern differentiation or change in rhythm.

Façade Composition: The expression of a façade through a variety of techniques such as forms, patterns, fenestration, elements, details, materials, texture, finishes, etc. *Façade Composition* is used to create the architectural character and design theme of a building.

Façade Modulation: A change in building plane though the recess or projection of sections of a façade with a minimum depth of 2 feet. *Façade Modulation* is used to shape a building's exterior massing.

Foot-candle: A foot-candle is a non-SI unit of illuminance or light intensity. The foot-candle is defined as one lumen per square foot.

Human-Scaled Architecture: Building and urban design elements designed to meet the proportional, physical, and psychological needs of the human body. This could include creating a walkable block structure, architectural elements and details that are visible and perceivable to pedestrians, and building massing the reflects the rhythm, pattern, and size of interior spaces.

Landscaped Area: Surface area dedicated for planting of trees, shrubs, flowers, grass, ground cover, or other horticultural elements.

Mid-Block Connection: A public right-of-way or private land area with a public access easement that connects from one public right-of-way to another public right-of-way.

Pedestrian Pathway: A walkway or sidewalk that connects into or through a development.

Planter: An above grade container for planting.

Podium: The lower floors of a building that form the "base" of a building typically including a courtyard level above. Podiums typically include structured parking, a courtyard level above, a different and larger floorplate than floors above, and may be a different construction type than the rest of the building.

Podium Level: The level directly above the Podium. The Podium Level typically includes a courtyard, a smaller building area than the levels below, and a change in construction type.

Primary Building Frontage: The building frontage that abuts the most primary of streets, Pedestrian Pathway, or Mid-Block Connection surrounding the building. In the case of a through-lot, the primary building frontage could be on either public right-of-way.

Primary Building Entry: The entrance to a building typically leading to a lobby, courtyard or other large, shared space that is accessed from the primary building frontage.

Primary Façade Plane: Majority area of the façade that is in the same plane.

Private Street: Any street that is not owned by the City. Private streets often have public access easements to allow passage into or through a private development.

Publicly Accessible Open Space: Public Open Spaces that are provided on private property with a public access easement and most often built and maintained by a private entity.

Shared Street/Woonerf: A type of street that includes shared spaces between pedestrian and vehicles. These streets are meant for very low speeds and may not include curbs.

Sidewalk and Sidewalk Design Terms: Sidewalks are divided into three zones from the curb to the building face:

1. Landscape/Furniture Zone,
2. Pedestrian Clear Zone, and
3. Frontage/Setback Zone.

The Landscape/Furniture Zone is where street trees, traffic control devices, and lighting are located, and provides a buffer between where people walk and the street. The Pedestrian Clear Zone is where movement of people is the priority. Sidewalks or other hardscape surfaces meant for foot traffic are its defining component. Last is the Frontage/Setback Zone, which is on private property and provides a transition or buffer between buildings and the public realm and allows people to access buildings without interfering with pedestrian

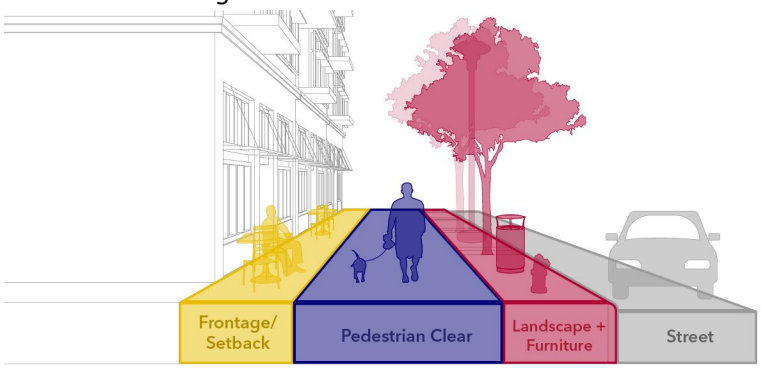
movement. Sidewalks in public and private streets shall be designed in accordance with the zones illustrated in Figure 1 (*Description of Zones*) and Figure 2 (*Illustrative Sidewalk Sections*).

Figure 1. Description of Zones

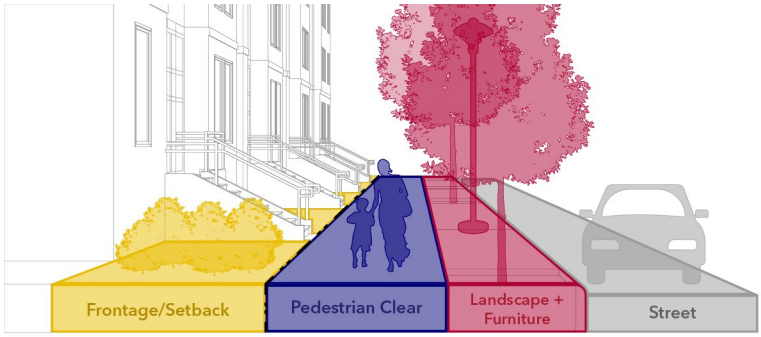
Frontage		Sidewalk		Street
Building Setback	**Frontage Area**	**Pedestrian Clear Zone**	**Landscape/Furniture Zone**	**Vehicles/Bike Lanes**
Mixed-Use • Sidewalk Dining • Outdoor Displays • Public Art • Seating • Trees/Planting *Residential* • Stoops • Porches • Front Yards • Trees/Planting		• Sidewalk	• Street Trees/Planting • Street Lighting • Seating • Bike Parking • Public Art • Outdoor Dining • Bus Shelters • Utilities (e.g., hydrants)	• Street Parking • Bike Lanes • Drop-off Zones • Parklets • Bus Stops • Railroad tracks

Figure 2. Illustrative Sidewalk Sections

Mixed-Use Frontage



Residential Frontage



2 Site Planning

Purpose

- To provide standards for the public realm including sidewalks, streets, and publicly accessible open spaces. These spaces may be public or privately owned.
- To set building standards and define building envelope
- To provide standards to divide up large blocks and/or create planned communities with multiple buildings or parcels.

Intent

- To ensure walkability, connectivity, and appropriately scaled buildings by creating pedestrian-scaled blocks with streets, paths, and open spaces for people to gather and connect throughout the city.

2.1 Block Structure

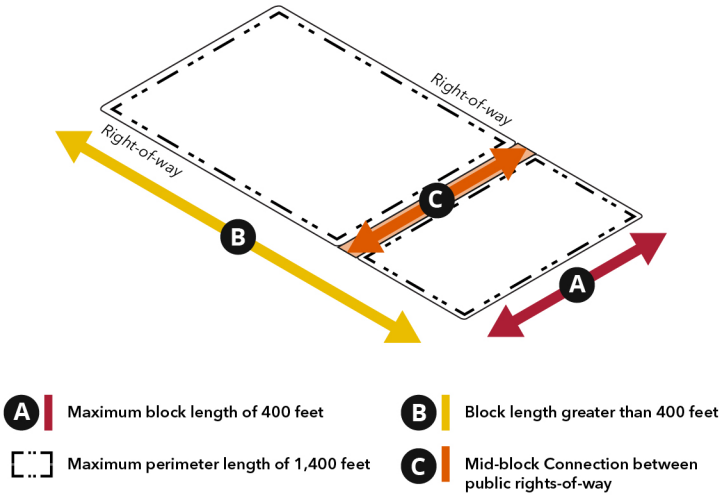
Intent

- Integrate new large-scale development projects into the fabric of the existing community (LU 5-1)
- Reduced block size in new developments to develop a grid or modified grid network to enhance walkability (CIR 1-5)
- Provide pedestrian and vehicular connections with cross-access easements within and between the existing developments to encourage walking. (CD 10-11)

2.1.1 Maximum Block Length

1. All projects shall have maximum Block Length of 400 feet and a maximum perimeter length of 1,400 feet.
2. Existing, new, or assembled parcels or blocks with a Block Length greater than 400 feet shall provide at least one Mid-Block Connection that connects from one public right-of-way to another public right-of-way or public access easement.
3. Mid-Block Connections may be one of the following:
    a. Public Street
    b. Paseo/Pedestrian Path
    c. Shared-Street/Woonerf
    d. Private Street

4. *Mid-block Connections* shall include Public Access Easements for all pedestrian pathways and vehicle lanes (if provided).



2.2 Mid-Block Connections

Intent

- Support a complete streets approach to designing new streets and retrofitting existing streets by encouraging streets to provide stimulating settings; improve safe walkability, bicycling, and transit integration; strengthen connectivity; and enhance community identity through improvements to the public right-of-way such as sidewalks, street trees, parkways, curbs, human-scaled street lighting, and street furniture. (CD 6-1)
- Design private streets to appear and function like public streets. Include street trees and sidewalks and connect sidewalks to those located within the adjacent public rights-of-way. (CD 6-2)
- Within private developments that include multiple streets, encourage the construction of multi-use paths to provide direct pedestrian and bicycle linkages between streets and beyond the project. (CD 10-10)

2.2.1 Minimum Building Setbacks for private streets and publicly accessible pedestrian pathways

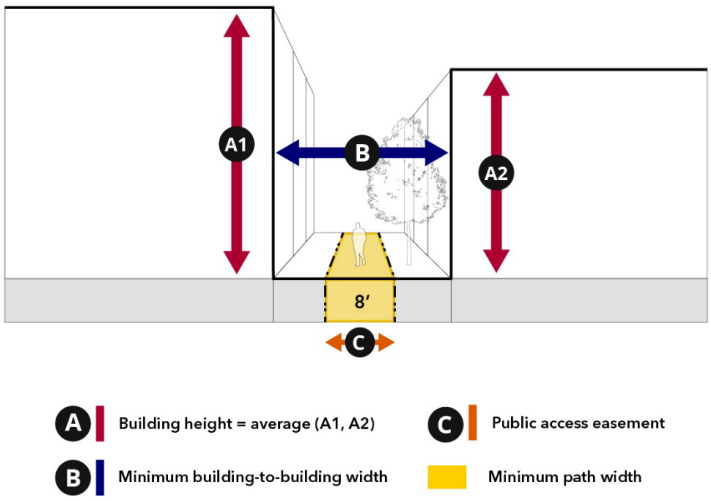
1. Primary building frontages for residential buildings shall be set back a minimum of 5 feet from a public access easement or back of pedestrian pathway, whichever is closer to the building frontage.
2. No building setbacks are required along alleys.

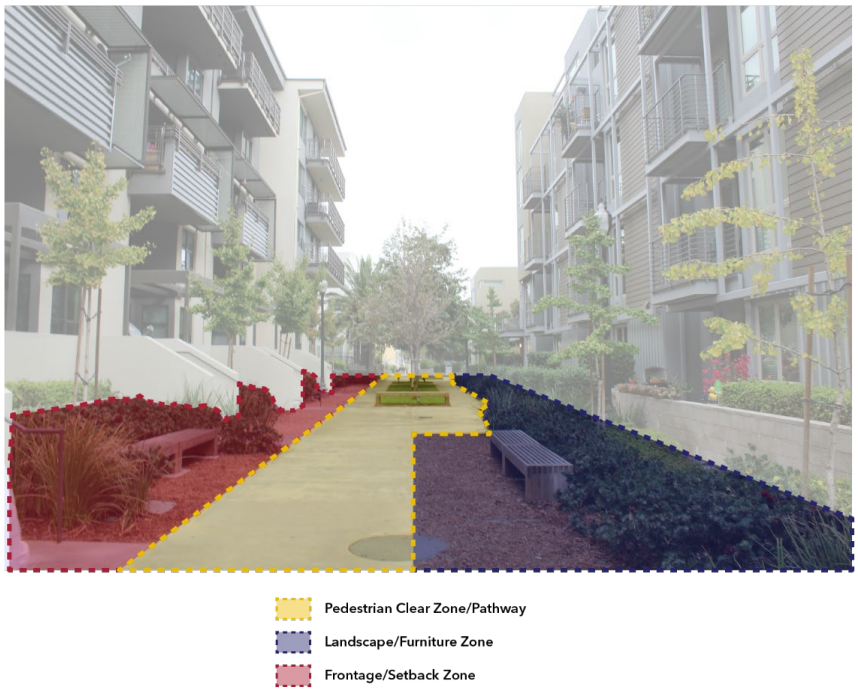
2.2.2 Public Streets

1. Public Streets shall meet public right-of-way street standards as described by the Milpitas Engineering Department (https://www.ci.milpitas.ca.gov/milpitas/departments/engineering/standard-details-and-specifications)
2. Where provided, curbs shall be a minimum 6" in height. Rolled curbs are prohibited.

2.2.3 Paseo/Pedestrian Path

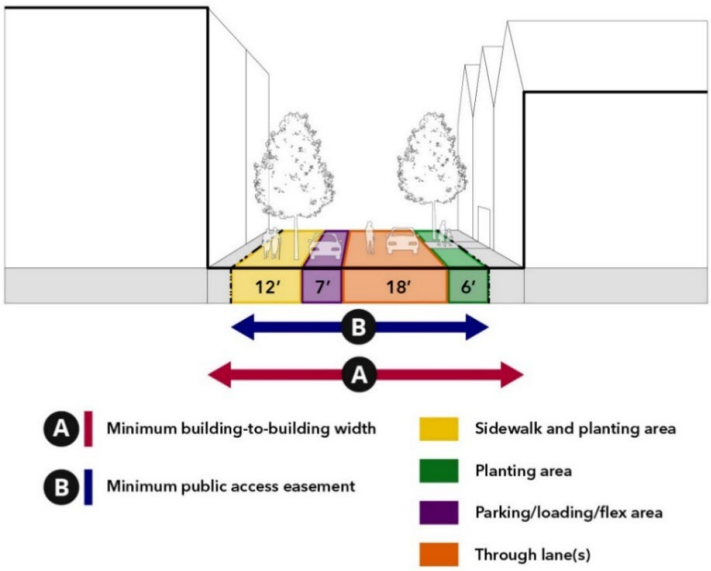
1. Minimum width (building-to-building):
    a. Minimum width of 20 feet for all conditions.
    b. For any segment of a paseo/pedestrian paths with adjacent buildings greater than 35 feet in height, the building-to-building dimension shall exceed a minimum building height to width ratio of 1.5 to 1. (example 35’ building height:23.3’ path width; 65’ building height:43.3’ path width). Minimum required building-to-building width shall not exceed 50 feet regardless of adjacent building heights.
2. Minimum Pedestrian Pathway width: 8 feet
3. Minimum public access easement width: 8 feet or 1/3rd of overall width, whichever is greater.
4. Diagrammatic sections showing options for compliance:

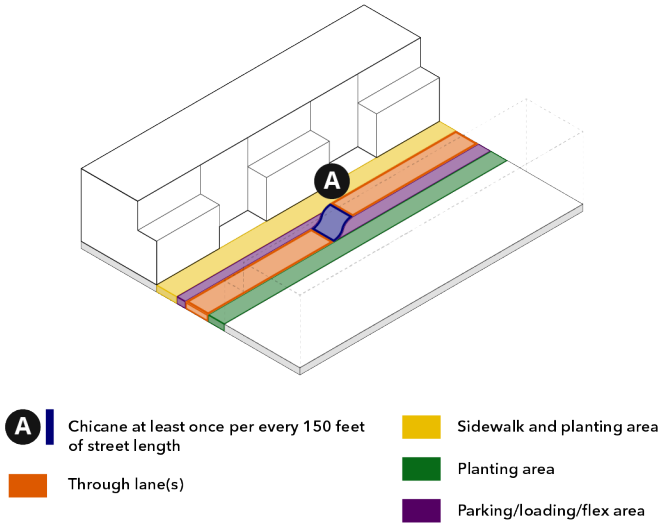




2.2.4 Shared Street/Woonerf

1. Minimum width (building-to-building):
    a. Minimum width of 54 feet for all conditions.
    b. For any segment of a shared street/woonerf with adjacent buildings greater than 35 feet in height, the building-to-building dimension shall exceed a minimum building height to width ration of 1.2 to 1. Minimum required building-to-building width shall not exceed 75 feet regardless of adjacent building heights.
2. Sidewalks:
    a. Shall be located on at least one side of the street
    b. Minimum 6 feet pedestrian clear zone sidewalk width on one side of the street
    c. Minimum width of 12 feet including landscape/furniture zone area; minimum 5-foot-wide landscape/furniture zone area
3. Vehicle Access:
    a. Vehicle throughway shall include two through lanes with a minimum width of 18 feet* (*Fire Department requirements supersede minimum width standards)
    b. Vehicle access shall chicane (horizontal shift in throughway) at least once per every 150 feet of street length
    c. If provided, parking/loading/flex lanes shall have a minimum width of 7 feet
    d. If no sidewalk is provided adjacent to the through lane, a minimum 5-foot-wide planting area shall be provided between throughway and edge of easement.
4. Minimum public access easement width (if required):
    a. 42 feet
5. Diagrammatic sections showing options for compliance:

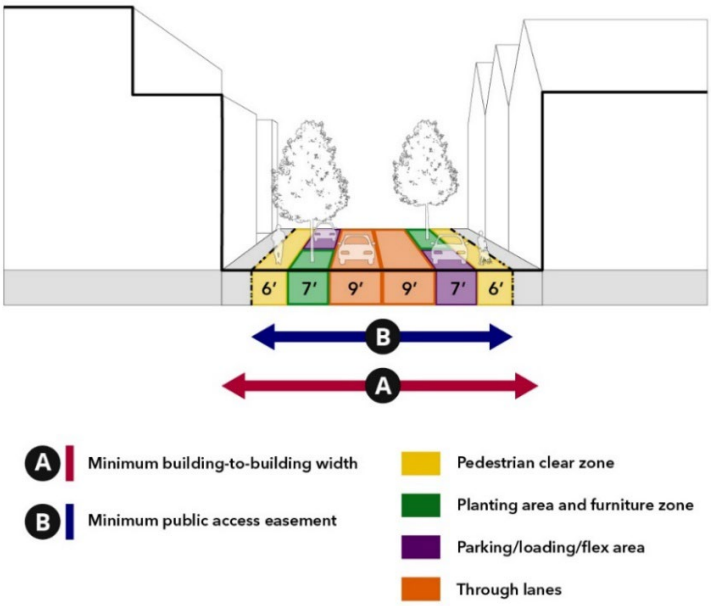


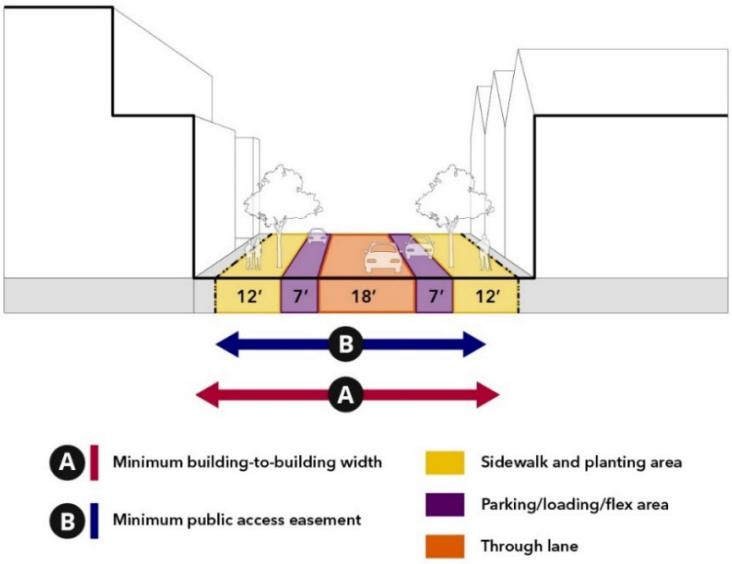


2.2.5 Private Street

1. Minimum width (building-to-building), whichever is greater:
    a. Minimum width of 54 feet for all conditions.
    b. For any segment of a shared street/woonerf with adjacent buildings greater than 35 feet in height, the building-to-building dimension shall exceed a minimum building height to width ration of 1.2 to 1. Minimum required building-to-building width shall not exceed 75 feet regardless of adjacent building heights.
2. Sidewalks:
    a. Shall be located on both sides of the street
    b. Minimum 6 feet pedestrian clear zone sidewalk width
3. Landscape/furniture zone:
    a. Shall be located on both sides of the street.
    b. Minimum width of 6 feet
    c. Shall be located in one of the following locations:
        i.) Between the Pedestrian Clear Zone and curb; or
        ii.) Within parking/loading/flex area if the planting areas are a minimum length of 6 feet and occur at a minimum of one per every 40 linear feet.
4. Vehicle Access:
    a. Through lanes shall have minimum width of 9 feet*
    (*Fire Department requirements supersede minimum width standards)
    b. If provided, parking/loading/flex lanes shall have a minimum width of 7 feet.
    c. Where provided, curbs shall be a minimum 6" in height. Rolled curbs are prohibited.
5. Minimum public access easement width (if required):
    a. 44 feet

6. Diagrammatic sections showing options for compliance:





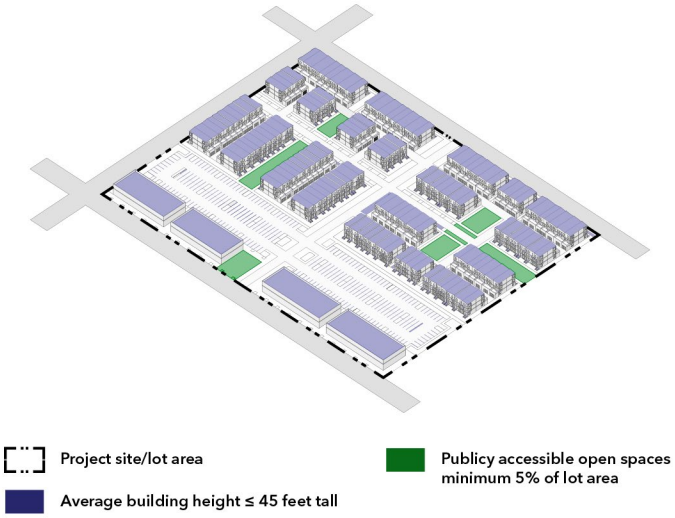
2.3 Shared/Publicly Accessible Open Space (Large Sites/Master Planned Only)

Intent

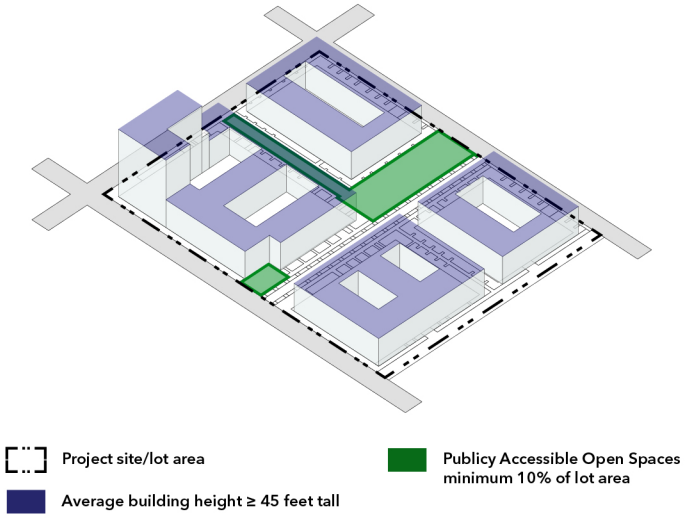
- Promote vibrant, publicly accessible spaces that encourage gathering and other active uses. Place a variety of uses adjacent to public spaces at sufficient concentrations to encourage the use of the spaces throughout the day and night. (CD 9-1)
- Encourage the incorporation of publicly accessible spaces, such as plazas and pocket parks, into new and existing commercial, multi-family, and mixed-use developments to encourage social interaction. The spaces should be appropriately scaled and programmed and compliment the characteristics of the district and/or neighborhood and the surrounding development. (CD 9-3)
- Configure buildings to provide "outdoor rooms," including, but not limited to courtyards, paseos, and promenades. (CD 9-5)
- Maximize public exposure and view of park lands for scenic and security purposes. (CD 9-6)

2.3.1 Required Publicly Accessible Open Spaces

1. Shared Publicly Accessible Open Space shall be required for all Large Site/Master Planned Site projects. These requirements are in addition to minimum Usable Open Space requirements provided in Section 5.2 or provided for in the Zoning Code. Publicly Accessible Open Space provided to meet the requirement below may be counted towards the Park and Open Space Requirements in Section XI-1-9 (Park Dedication) of the Milpitas Subdivision Ordinance (Title XI, Chapter 1)
    a. For projects with an average building height less than 45 feet, Publicly Accessible Open Spaces shall be equal to or greater than 5% of lot area.

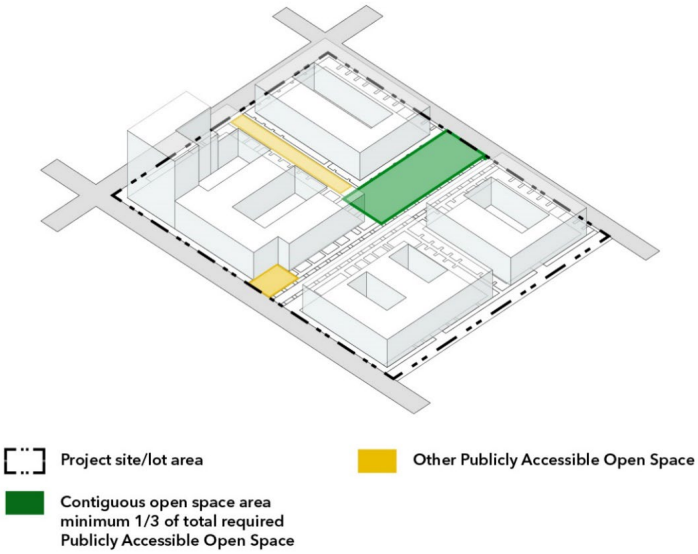


b. For projects with an average height greater than 45 feet, Publicly Accessible Open Spaces shall be equal to or greater than 10% of lot area.



2.3.2 Minimum Design Requirements

1. Publicly Accessible Open Space shall include one contiguous open space that is equal to or greater than 1/3 of the required Publicly Accessible Open Space area.
2. Publicly Accessible Open Space shall have a minimum length and width of 40 feet.
3. Publicly Accessible Open Spaces shall be located adjacent to a public right-of-way, or visible from a public right-of-way and connected to a public sidewalk with a public access easement with a pedestrian pathway that is less than 100 feet in length.
4. A public access easement shall be provided for the entire Publicly Accessible Open Space.
5. Required building setback areas shall not be counted as Publicly Accessible Open Space.



2.4 Services and Utilities (Large Sites/Master Planned Only)

2.4.1 Mail Delivery

1. The following standards shall be met for all projects but may be superseded by USPS requirements.
    a. All Large Sites/Master Planned Projects shall meet with U.S. Postmaster for project review prior to submittal of plans to the City for review.
    b. Mailbox(es) within a single multifamily or mixed-use building shall be located within shared lobbies. If a shared lobby is not provided, mailboxes shall be located adjacent to a primary pedestrian pathway.
        i. Mailbox(es) shall not be located such that access is situated from a public street or public sidewalk adjoining a public street.

3 Site Design

Purpose

- To set standards for building orientation, site access, landscaping, and utilities.
- To enhance public safety through strategic environmental design
- To define special conditions and set unique standards for these locations.
- To define location and uses for active frontages.

Intent

- To ensure quality design and site layouts that increase pedestrian comfort and safety, increase pedestrian and occupant activity, encourage visual connections between inside and outside spaces, and add to the interest and character of the place.

3.1 Sidewalk Design

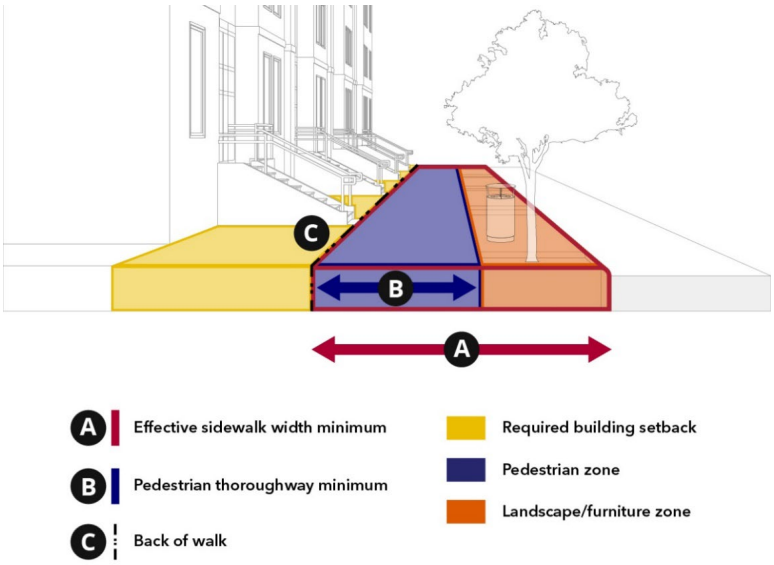
Intent

- Support a complete streets approach to designing new streets and retrofitting existing streets by encouraging streets to provide stimulating settings; improve safe walkability, bicycling, and transit integration; strengthen connectivity; and enhance community identity through improvements to the public right-of-way such as sidewalks, street trees, parkways, curbs, human-scaled street lighting, and street furniture. (CD 6-1)
- Design sidewalks to create a safe, comfortable pedestrian experience by making sidewalks sufficiently wide to support circulation and outdoor activities related to adjacent land uses, planting a continuous trees canopy, and placing sidewalk furniture on regular, frequent intervals that do not impede travel or accessibility. (CD 10-4)

3.1.1 Effective Sidewalk Widths

1. For projects fronting a public street right-of-way, sidewalks shall meet the following standards:
    a. **Residential projects.** A minimum effective sidewalk width of 12 feet with a minimum 6-foot-wide pedestrian clear zone and 5-foot-wide landscape/furniture zone.
    b. **Mixed-use projects with ground floor commercial.** A minimum effective sidewalk width of 15 feet with a minimum 9-foot-wide clear pedestrian zone and 5-foot-wide landscape/furniture zone.
    c. **Public Service Utilities Easement (PSUE).** Where a PSUE exists on a property, developer shall work with City to determine how the PSUE will relate to Objective Design Standards. Generally, PSUE will take precedence over ODS.
2. If the existing public sidewalk does not meet this minimum standard, a public access easement in the setback area shall be granted to extend the sidewalk width to the required minimum dimensions.

3. Building setbacks shall be measured from back-of-walk or new back-of-walk (after dedication/easement).



3.2 Building Orientation

Intent

- Promote consistent development patterns along streets, particularly by how buildings relate to the street, to promote a sense of visual order, and provide attractive streetscapes. (CD 6-5)
- Configure buildings to provide "outdoor rooms," including, but not limited to courtyards, paseos, and promenades. (CD 9-5)
- Locate building access points along sidewalks, pedestrian areas, and bicycle routes, and include amenities that encourage pedestrian activity. (CD 3-10 B)

3.2.1 Building Frontages

1. Primary building frontages for all residential buildings or mixed-use buildings shall face a public sidewalk or publicly accessible pathway.

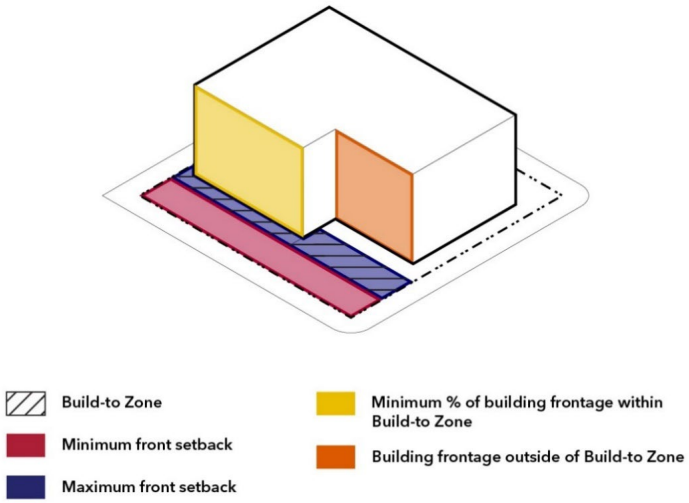
3.2.2 Pedestrian Connections

1. Primary entries to buildings or units shall be connected to a public sidewalk or publicly accessible pathway with a pedestrian pathway with the following minimum width dimensions:
    a. Single-family home/single residential unit: 3.5 feet
    b. Entrances serving 2 units: 4 feet
    c. Entrance serving 3 to 8 units: 5 feet
    d. Entrance serving 8 to 20 units: 6 feet
    e. Entrance serving more than 20 units: 8 feet

3.2.3 Building Setback/Build-to-Zone

1. Buildings shall occupy a minimum percentage of the Build-to-Zone. The Build-to-Zone is defined as the area between the minimum and maximum building setbacks from the front property line excluding areas for Mid-block Connections, Primary Connections, Secondary Connections, or Publicly Accessible Open Space.

Building Type (see Section 1.3.a)	**Minimum percentage of the building frontage within the build-to-zone**
Small (S)	50%
Medium (M)	60%
Large (L), Extra Large (XL)	60%
Mixed-Use with ground floor commercial storefront frontages	70%

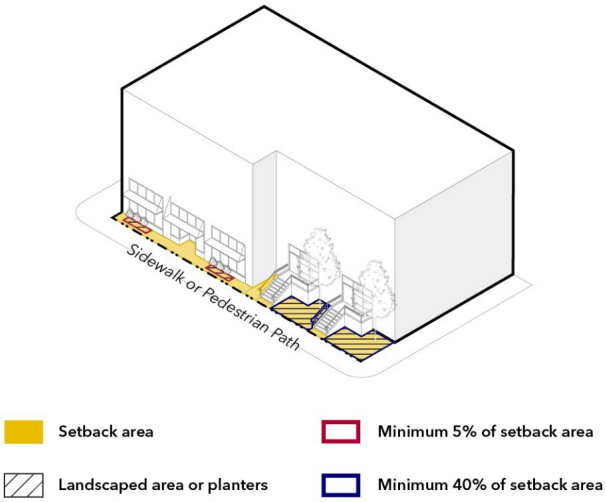


3.3 Building Setback Character

3.3.1 Landscaping

1. Required front setbacks shall provide a landscaped area to create a transition between public and private space. The following standards apply, based on intended use and exclusive of areas devoted to outdoor seating, front porches, door swings of building entries, and Publicly Accessible Open Space:
    a. Ground floor storefront commercial uses shall have a minimum of 5% of the setback as landscaped area or planters.
    b. Live/work and ground floor office uses shall have a minimum of 20% of the setback as landscaped area or planters.

c. Ground floor residential uses shall have a minimum of 40% of the setback as landscaped area or planters. Front setbacks that are 15 feet or greater shall include at minimum one tree per 40 linear feet of street frontage between the back of walk and building façade. Spacing of trees may vary.



3.3.2 Encroachments

1. The following elements are allowed within required front setback areas and required primary frontage setbacks. See Section XI-10-55.05 (Projections Allowed Into Required Yards/Setbacks) of the Milpitas Municipal Code for additional regulations.
    a. Building elements including bay windows, turrets, or other architectural features intrinsic to the building structure. The bottom of the architectural feature shall be a minimum 8 feet above grade. No more than 50% of the façade area may have these elements project into the minimum setback area.
    b. Weather protection structures such as canopies, sunshades, or other similar features. The bottom of the architectural feature shall be no lower than eight feet above grade.
    c. Terraces, porches, or balconies.
    d. Stoops and/or stairs to building entrances.
    e. Handrails.
    f. Fences that are no taller than 42 inches and at least 40% transparent, except where municipal code requires a higher transparency.
    g. Landscape planters and low walls not exceeding 30 inches in height from sidewalk grade.
    h. Bicycle parking.
    i. Permanent seating.
    j. Public art.
    k. Outdoor dining.

3.4 Ground Floor Uses

Intent

- To create a coherent and active interface between private development and the public realm that contributes to the sense of place and structure of the neighborhood and enhances the public's experience.
- Promote consistent development patterns along streets, particularly by how buildings relate to the street, to promote a sense of visual order, and provide attractive streetscapes. (CD 6-5)
- Locate building access points along sidewalks, pedestrian areas, and bicycle routes, and include amenities that encourage pedestrian activity (CD 3-10B)

3.4.1 Active Frontages (M) (L) (XL)

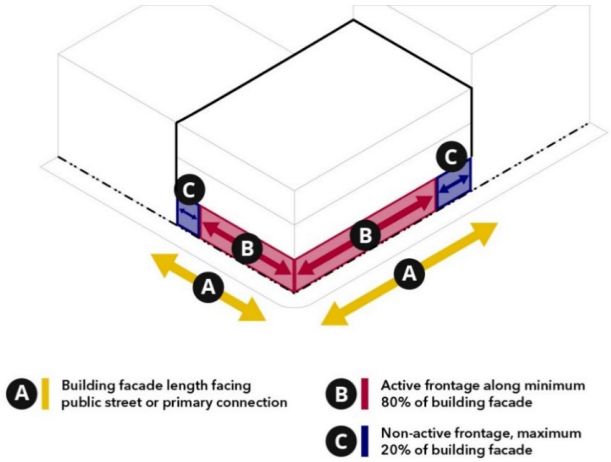
Active frontages are building frontages with active uses where there is a visual engagement between those in the street and those on the ground floor. Active uses are uses that generate many visits, in particular pedestrian visits, over an extended period of the day. Active uses may be shops, cafes, other social uses, and shared accessory spaces. Higher density residential and office uses also can be active uses for particular periods of the day by providing additional entries to individual units or ground floor office spaces. Active frontages are specified below in Section 3.3.3.1.

3.4.1.1 Active Frontage Types

1. Active frontage types shall consist of one or more of the following ground-floor uses:
    a. Storefront Commercial
    b. Ground Floor Office
    c. Live/Work
    d. Ground Floor Residential Units with individual unit entries
    e. Ground Floor Residential Accessory Spaces (e.g., indoor community spaces)

3.4.1.2 Active Frontage Requirements

1. Active Frontages are required for a minimum of 80% of each building façade facing a public street or publicly accessible pathway with adjacent Primary Building Frontages.
2. Active Frontages shall comply with the standards in Section 5.1 Ground Floor Design
3. Active Frontages and active use types may be further regulated by zoning, specific plans, development agreements, or other binding legislation.



Addison Arts Apartments. Berkeley, CA

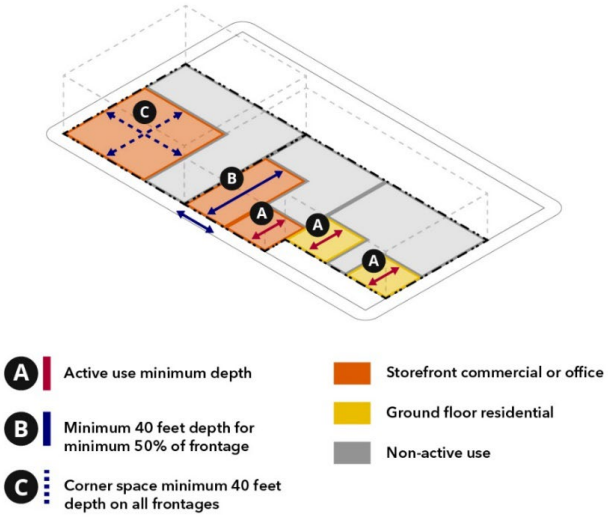
Ground Floor Residential Entry (Shared)

Storefront Commercial

Ground Floor Residential Accessory Space (Garage Entrance)

3.4.1.3 Minimum Depth of Active Uses

1. Active Frontage uses shall have a minimum interior depth of gross building area by use type (lesser dimensions are allowed but may not be counted as Active Frontage):
    a. Storefront Commercial: 20 feet minimum; a minimum of 50% of frontage shall have a minimum depth greater than 40 feet; Corner spaces shall have a minimum depth of 40 feet.
    b. Ground Floor Office: 30 feet minimum
    c. Live/Work: 15 feet minimum interior depth of "work" space for a minimum width of 15 feet or 50% of unit frontage, whichever is greater
    d. Ground Floor Residential Units: 16 feet
    e. Ground Floor Residential Accessory Spaces: 20 feet
    f. Corner space: minimum 40 feet depth on all frontages

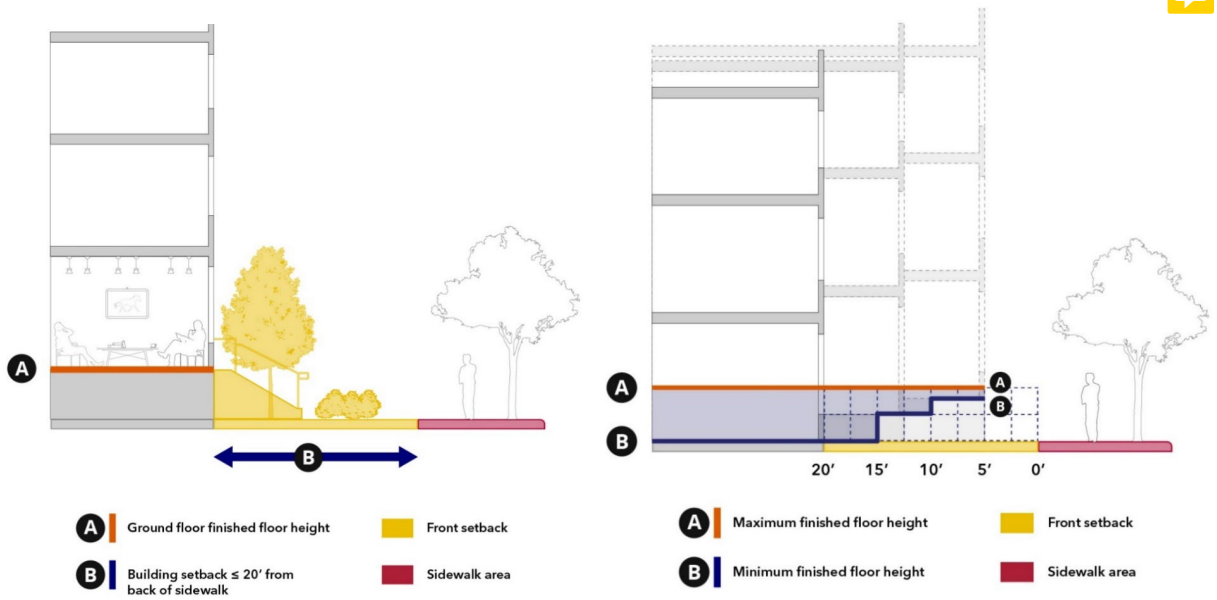


3.4.1.4 Finished Floor Heights of Active Uses

1. Active Frontage uses shall have a finished floor height above grade at back of sidewalk within the following ranges by use type:
    a. Primary Building Entries: minimum 0 feet; maximum 3 feet
    b. Storefront Commercial + Live/Work: At entry: minimum 0 feet; maximum 1 foot
    c. For buildings with a cross slope, at no point shall the finished floor height be greater than 2 feet above or below grade
    d. All other uses see Standard 3.4.1.5 Variable Finished Floor Height Standard

3.4.1.5 Variable Finished Floor Heights

1. To create a positive transition between the public and private realm, ensure privacy of residential units, and maintain "eyes on the street," the finished floor of ground floor residential units, when adjacent to a public right-of-way, shall be within the minimum and maximum heights according to setback distance from back of walk identified in below. On sites with a cross slope greater than 2% along a building façade, the average height of the finished floor and back of walk shall be used. In flood zones, the minimum floor height shall be defined by the Federal Emergency Management Agency (FEMA) flood zone elevation. Special conditions in Section 3.9 supersede this standard.



3.4.1.6 Floor-to-Floor Heights of Active Uses

1. Active Frontage uses shall have a minimum floor-to-floor by use type as follows:
    a. Storefront Commercial: 15 feet
    b. Ground Floor Office: 12 feet
    c. Live/Work: 12 feet

3.5 Access and Parking

Intent

- Locate site entries, parking areas, storage bays, and service areas of buildings to minimize conflicts with adjacent properties, especially residential neighborhoods. Also, parking, storage, and service areas should be sited to minimize their appearance from public rights-of-way. (CD 2-4)
- To minimize the visual impact of parking, loading and service areas, support pedestrian interest along public rights of way and other pedestrian ways, and minimize conflicts between pedestrians and vehicles along key streets.

3.5.1 Vehicle Access + Parking

3.5.1.1 Vehicular Access Hierarchy

1. Parking and service area access shall be provided from the following, in order of preference:
    a. From an alley.
    b. In the absence of an existing or proposed alley, access shall be from a driveway shared with a property abutting the development site.
    c. In the absence of an alley or shared driveway, access shall be from the side/lesser street abutting the development site.
    d. In the absence of a side street, from a curb cut/driveway along the primary street frontage.

3.5.1.2 Driveways and Curb Cuts

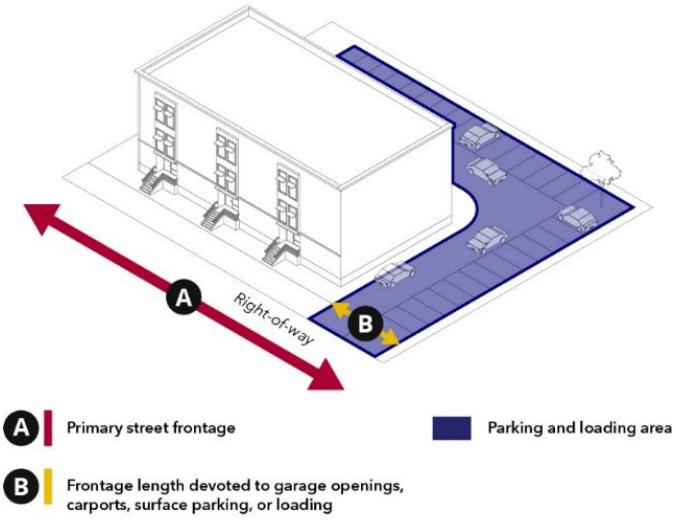
These standards shall apply to driveways and associated curb cuts providing vehicular access to parcels improved with mixed-use and/or multi-family residential development projects. Alley frontages are exempt from these standards.

1. Driveways shall be a minimum of 50 feet from any street intersection. For parcels less than 75 feet wide, driveways shall be located along the lot line farthest from the intersection.
2. Each development project site shall be limited to one curb cut, including driveways and private/service streets, per 250 feet of public street frontage, or two curb cuts per street frontage, whichever is less (unless otherwise required for emergency vehicle access). Mid-block connections are excluded from this requirement.
3. Driveways shall be a minimum of 3 feet from a property line or include a shared driveway access with adjoining parcel.

3.5.1.3 Limitation on Parking and Loading Frontage

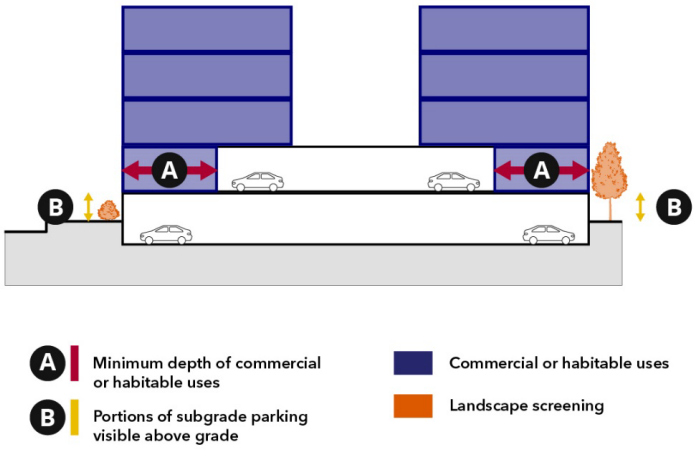
1. Off-street parking, off-street vehicle loading, and vehicular circulation areas other than direct driveway access perpendicular to the street are prohibited between the building and street.
2. No more than 30% of the primary street frontage shall be devoted to garage openings, carports, surface parking, or service/loading entries). This limitation does not apply to frontages along alleys.

3. Entries to structure parking when combined with loading, and utility/service areas shall not exceed 30 feet in width. Vehicle entries shall not exceed 22 feet in width. Alley frontages exempt.



3.5.1.4 Screening for Structured Parking

1. Above grade structured parking levels facing a public right-of-way or Publicly Accessible Open Space/pedestrian pathway, except for vehicular alleys, shall be lined with commercial or habitable uses with a minimum depth of 20 feet or minimum depth of 16 feet for residential units.
2. All portions of partially subgrade parking visible above grade shall not exceed 5 feet in height, shall be architecturally treated no differently than that primary structure and shall utilize the same level of detail, articulation, and materials as the primary façade, and shall be screened with landscape screening (e.g., shrubs, landscaped trellises) a minimum of 3 feet in height and/or crafted ornamental metal screens.



3.6 Landscaping

Intent

- Emphasize landscaping as a fundamental design component, retaining mature landscaping when appropriate, to reinforce a sense of the natural environment and to maintain an established appearance. (CD 1-6)
- Require setbacks and other design elements to buffer residential units to the extent possible from the impacts of abutting roadway. (CD 5-8)
- To use landscape design to create character and identity; enhance the appearance and function of outdoor spaces; encourage pedestrian activity; promote social interaction; enhance or integrate new natural systems; add shade to the urban environment; and provide stormwater management.
- Landscaping should feasibly further sustainability goals and incorporate solutions that are appropriate to the climate, region, and local conditions.

3.6.1 Bay Friendly Planting and Water Conservation

3.6.1.1 Drought-Tolerant Species

1. A minimum of 75% of non-turf landscaped areas shall be planted with native or drought-tolerant planting (as identified in the Bay Friendly Landscape Plant Lists or East Bay MUD Plants and Landscapes for Summer-Dry Climates guide book) to bring interest and beauty to the landscape, support biodiversity, and reduce the need for pesticides and excessive irrigation.

3.6.1.2 Group Plants by Water Use

1. Plants shall be grouped according to their water needs and irrigated separately from other groupings to promote water efficiency.

3.6.1.3 Irrigation and Water Efficiency

1. Required landscape areas shall be supported by a permanent, automatic irrigation system coordinated to meet the needs of various planting areas. Proper irrigation shall be provided for healthy plant growth and maturation and shall be designed to avoid the watering of structures, public pathways, and pedestrian access areas.
    a. Irrigation systems shall be designed to avoid runoff, excessive low head drainage, overspray, or other similar conditions where water flows or drifts onto adjacent property, non-irrigated areas, pathways, roadways, or structures.
    b. Low-volume irrigation systems with automatic controllers shall be required. Low-volume irrigation systems include low-volume/high-efficiency sprinkler heads, bubbler, drip irrigation, and soaker hose emitters. Irrigation systems shall be equipped with a meter or submeter and backflow preventer.
    c. Automatic controllers shall be set to water between 7:00 p.m. and 10:00 a.m. to reduce evaporation.
    d. An irrigation schedule indicating the four seasons of watering cycles is recommended for all irrigated landscape areas and is required for those projects with a total landscape area of 2,500 square feet or more.

3.6.1.4 Turf and Synthetic Turf

1. Turf areas shall be limited to activity or recreation areas. Synthetic turf may be used as a substitute for natural turf for the purposes of water conservation, or in in high activity or foot-traffic areas such as sports fields.

3.6.2 Non-Plant Materials, Soil, and Mulch

3.6.2.1 Non-Plant Material

1. Crushed rock, mulch, pebbles, stones, and similar non-plant materials shall be allowed up to 50% of the total required landscaping.

3.6.2.2 Soil Depth

1. Planting in above grade courtyards shall have a minimum soil depth of 12 inches for ground cover, 20 inches for shrubs, and 36 inches for trees.

3.6.2.3 Mulch

1. Landscaped areas shall be top-dressed with a bark chip mulch or an approved alternative to avoid exposed bare soil.

3.6.3 Parking Lot Landscaping

3.6.3.1 Surface Parking Landscape Design

1. A minimum of 15% of the total off-street open parking area shall be landscaped with a mixture of trees, shrubs, ground cover, and other plant material.
2. Tree wells shall have a minimum 5-foot dimension between parking spaces.
3. For residential parking, contiguous parking spaces shall not exceed 6 spaces without a tree well.
4. For commercial parking, contiguous parking spaces shall not exceed 8 spaces without a tree well.

3.6.4 Plant Size and Spacing

1. To achieve an immediate effect of a landscape installation and to allow sustained growth of planting materials, minimum plant material sizes, plant spacing, and minimum planter widths (inside measurements) are as follows:
    a. All proposed shrubs except accent, color, or ground cover planting shall be a minimum 5 gallons in size, with a 15-gallon minimum size where required for screening. The minimum planter width for shrubs is 3 feet.
    b. The minimum planting size for trees shall be 15-gallon, with 25% of all trees on a project site planted at a minimum 24-inch box size. Minimum planter area for trees shall be 5 feet by 5 feet.
    c. Street trees shall be planted at a minimum average of one tree per 25-35 linear feet of sidewalk length.

3.7 Utilities, Service Areas, and Building Equipment

Intent

- To locate and integrate utilities and service areas into building and landscape design in order to minimize impact on the pedestrian experience.

3.7.1 Service Areas, Storage, Utilities, and Equipment

3.7.1.1 Utilities.

1. Utilities shall be placed in underground or subsurface conduits unless otherwise prohibited by the utility provider.

3.7.1.2 Location of Service Areas, Storage, Utilities, and Equipment.

1. All above-ground utilities and equipment (e.g., electric and gas meters, fire sprinkler valves, irrigation backflow prevention devices, etc.), service areas, and storage areas shall be integrated into building and landscape design and located to minimize impact on the pedestrian experience and neighboring properties by following the standards below:
    a. Utilities and equipment, service, storage, and non-passenger loading areas shall be located inside buildings or on facades other than the Primary Building Frontage, along alleys, parking areas, and/or at the rear or side of building.
    b. Utilities and equipment, service, storage, and non-passenger loading areas shall be consolidated in single area whenever possible. They shall not be located within minimum setback areas, along mid-block pedestrian connections, within 25 feet of open space areas, within the public right-of-way, and/or within 25 feet of a street corner.
    c. Backflow preventors shall be located within landscaped setback areas and painted black or dark green to minimize visual impact. Where no landscaped setback areas exist the backflow preventors shall be incorporated into the front of the building to minimize visual obtrusiveness.
    d. Utilities and ground transformers/meters, mechanical equipment, service, storage, and non-passenger loading areas shall be fully screened from view per Standard 3.4.2.3 Service, Storage, Utilities and Equipment Screening.
    e. Refuse collection areas to the extent feasible shall be located as far as possible from the residential portion of mixed-use buildings and open space areas. Additional regulations for refuse collection areas can be found in Section 3.4.3 Waste Removal.

3.7.1.3 Service, Storage, Utility, and Equipment Screening.

1. All service and storage areas, utilities, and equipment not housed inside buildings shall meet the following screening standards:
    a. Screening shall be equal to or higher than the height of the equipment to be screened, unless specified otherwise.
    b. Screening shall be made of a primary exterior finish material used on other portions of the building, architectural grade wood or masonry, metal, or landscape screening that forms an opaque barrier when planted.

3.7.1.4 Location and Screening of Rooftop Equipment.

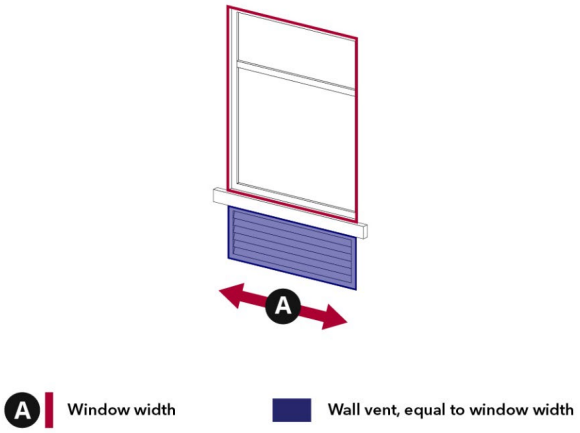
1. Rooftop elements including roof access, mechanical equipment, and other features needed for the function of the building shall be located to minimize visual impact by meeting the following

requirements. Mechanical equipment less than two (2) feet in height, solar panels, wind generators, or green roof features are exempt from these requirements.

a. Roof-mounted equipment and screening of roof-mounted equipment shall be stepped back from top of parapet a minimum of 10 feet from the parapet or roof edge.
b. Roof-mounted equipment greater in height than the parapet wall shall be screened to a height equal to the height of the equipment.

3.7.1.5 Vents/HVAC

1. Wall vents shall be of equal width or centered on window, or wall vents shall be of same material as surrounding façade.



3.7.2 Waste Removal

1. This section applies to refuse, organic waste, and recycling areas not accessible to the public, and which are used exclusively by the tenants/owners of the development site. The provisions of this section apply to all development except as follows:
    a. All non-residential developments.
    b. Single-family or multi-family residential development projects that do not necessitate communal or shared trash and recycling areas/containers. In such cases, no enclosure structure shall be required, however individual trash and recycling containers shall be stored in such a manner that containers are not visible or screened from public view from the front of the property. Containers may be placed in public view for purposes of collection.

3.7.2.1 Location

1. Refuse, organic waste, and recycling collection areas shall be located inside of buildings or inside of enclosures located along alleys or in parking areas at the rear or side of buildings. Collection areas are prohibited within any required front yard or street side yard, any required parking spaces, and required landscape and open space areas. Refuse, organic waste, and recycling containers shall not be visible from a public street, private street, or pedestrian pathway that has Primary Building Frontages.
2. For multi-building developments, refuse, organic waste, and recycling containers that serve only one building shall be located within that building, so that residents do not need to travel to another building to dispose of waste.

3. Enclosures shall be located a minimum of 10 feet from any structure, 25 feet from any public street, 15 feet from a private street and, in non-residential areas, 20 feet from any residential zoned property line.
4. The location of enclosures shall not conflict with circulation or parking conditions on site. A condition shall not be created where a parked vehicle obstructs access to an enclosure nor where a disposal truck obstructs parked vehicles.

3.7.2.2 Trash and Recycling Enclosures

1. Exterior collection areas must be within an enclosure that meets the following standards:
    a. Enclosures shall be designed to include a concrete slab base that extends to the limits of the exterior on the sides and rear and extends beyond the service gates equal to the enclosure depth.
    b. Refuse, organic waste, and recycling containers located outside of a building's envelope shall be enclosed within a solid enclosure including a roof.
    c. Enclosures shall be adequate height to fully screen containers and materials within.
    d. A pedestrian access and separate access for primary collection shall be provided.
    e. Trash/recycling enclosures shall be constructed of a primary exterior finish material used on other portions of the building, architectural grade wood or masonry, metal, or decorative block.
    f. Gates shall be solid metal painted to match the enclosure.
    g. Concrete curbs, bollards, or wheel stops shall be installed or constructed inside the enclosure to prevent bins from damaging the enclosure. Concrete curbs or equivalent shall protect the exterior of enclosures from adjacent vehicle parking and travel ways.

3.8 Site Lighting

Intent

- To create safe, welcoming, well-lighted areas, including building entries, pedestrian pathways and plazas, parking lots and vehicle maneuvering areas; and to minimize excessive illumination on adjoining properties.

3.8.1 Nuisance Prevention

1. All outdoor lighting shall be designed, located, installed, directed downward or toward structures, fully shielded, and maintained to prevent glare, light trespass, and light pollution and away from adjoining properties and public rights-of-way, so that no light fixture directly illuminates an area outside of the project site intended to be illuminated.
2. All lights shall be directed, oriented, and shielded to prevent light trespass or glare onto adjacent properties. The light level at property lines shall not exceed 0.3 foot-candles.

3.8.2 Maximum Height

1. Freestanding outdoor light fixtures shall not exceed 16 feet in height.

3.8.3 Fixture Types

1. All luminaries shall meet the most recently adopted criteria of the Illuminating Engineering Society of North America (IESNA) for "Cut Off" or "Full Cut Off" luminaries.

3.8.4 Minimum Lighting Requirements

1. **Parking Areas.** Lighting in parking, garage, and carport areas shall be maintained with a minimum of one foot-candle of illumination at the ground-level during hours of darkness, with a maximum of four foot-candles. All lighting shall be on a timeclock or photo-sensor system. Lighting used to illuminate parking areas shall be designed and located to prevent light trespass or glare, in accordance with this section. Illumination shall not include low pressure sodium or similar lighting techniques.
2. **Multi-Unit Residential Developments.** Aisles, passageways, and entryways/recesses related to and within the building complex shall be illuminated with an intensity of at least one-quarter foot-candles at the ground level during the hours of darkness.
3. **Non-Residential Developments (or portions of a development).** All exterior doors, during the hours of darkness, shall be illuminated with a minimum of one-quarter foot-candles of light.

3.8.5 Design of Fixtures

1. Fixtures on buildings shall be attached only to walls or eaves, and the top of the fixture shall not exceed the height of the parapet, roof, or eave of the roof.
2. **Accent Lighting.** Architectural features may be illuminated by up-lighting, provided that the lamps are low intensity, and fully shielded such that no glare or light trespass is produced.

3.8.6 Energy Efficiency

1. Outdoor lighting shall utilize energy-efficient fixtures and lamps such as metal halide, hard-wired compact fluorescent, LED, or other lighting technology that is of equal or greater efficiency. All new outdoor lighting fixtures shall be energy efficient with a rated average bulb life of not less than 10,000 hours.

3.9 Standards for Special Conditions and Adjacencies

Intent

- Promote gradual transitions from high density development to surrounding low density neighborhoods in both building forms and land use. (LU 5-2)
- Ensure that new development provides visual and pedestrian and bicycle linkages with local creeks. (CD 10-12)
- Accomplish sound attenuation for development along City streets using building placement and design rather than sound attenuation walls. When sound attenuation walls are located adjacent to expressways or freeways, or railroad lines, landscaping, public art, and/or an aesthetically pleasing and visually interesting design should be used to minimize visual impacts. (CD 6-15)

3.9.1 Adjacency to Lower Density Development

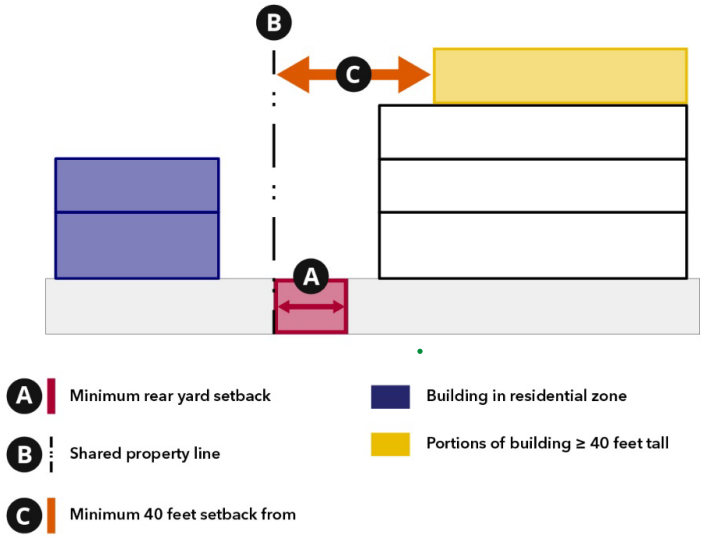
3.9.1.1 Applicability

1. Projects with a property line adjacent to R-1, R-2, and R-3 residential zones. Standards in this section supersede other Objective Design Standards.

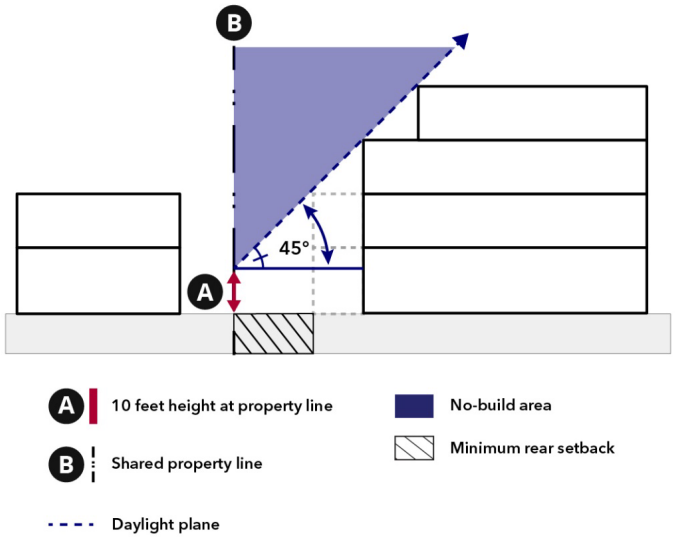
3.9.1.2 Building Setbacks and Height Transitions

1. Buildings greater than 2 stories in height shall have an interior and rear yard setback greater than or equal to the required setback of the adjacent zone along the shared property line(s).

2. Portions of the building with a height greater than 40 feet shall be set back a minimum of 40 feet from the shared rear property line and a minimum of 30 feet from a shared interior property line.



3. No portion of a building shall be within a 45-degree daylight plane measured perpendicularly from the shared rear property line from a height of 10 feet for the full length of the property line.



3.9.1.3 Planting

1. Rear and side yards shall be planted with a minimum of one tree per every 30 linear feet of shared property line. Spacing of trees may vary.
2. The maximum distance between two trees shall not be greater than 50 feet. Rear and side yards shall be planted with a minimum of three shrubs per 20 linear feet.

3.9.2 Adjacency to Major Roadways

3.9.2.1 Applicability

1. Projects with primary building frontage adjacent to a Major Roadway defined as a street with three or more travel lanes in each direction. Standards in this section supersede other Objective Design Standards.

3.9.2.2 Building Setbacks

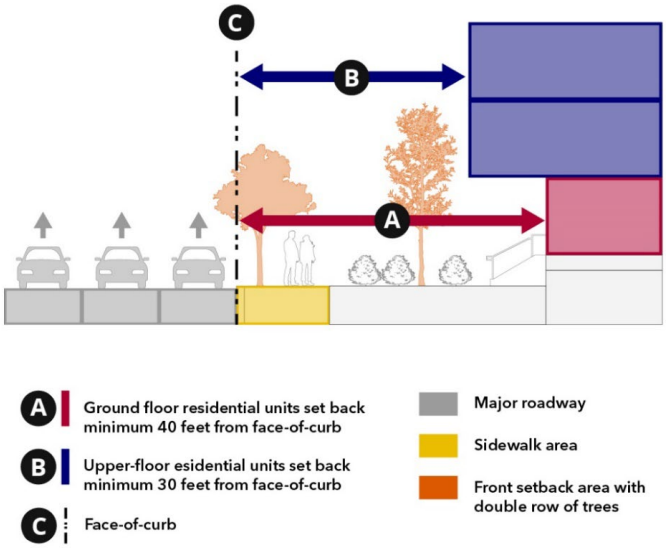
1. All ground floor residential units shall be set back a minimum 40 feet from face-of-curb.
2. All residential units shall be set back a minimum 30 feet from face-of-curb.

3.9.2.3 Residential Ground Floor Finished Floor Height

1. Ground floor residential units fronting a Major Roadway shall have an average finished floor height greater than 4 feet above top-of-curb elevation.
2. Ground floor residential units fronting a Major Roadway shall have a minimum finished floor height greater than 2 feet above top-of-curb elevation.

3.9.2.4 Planting

1. A double row of trees shall be planted between the building and the curb. Each row shall have a minimum of one tree per every 30 linear feet. Spacing of trees may vary.



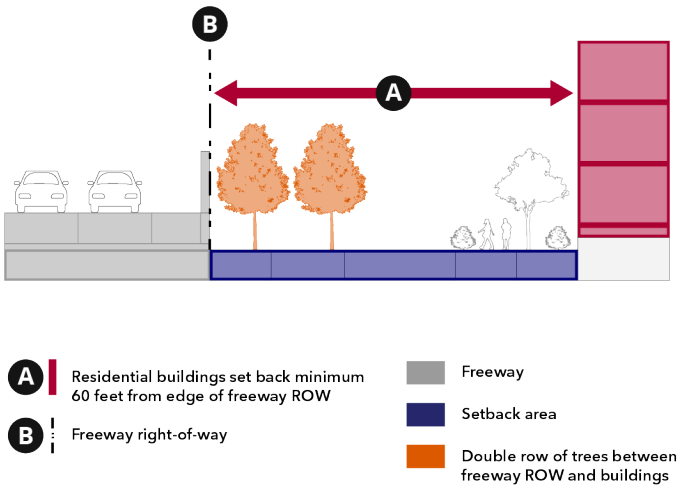
3.9.3 Adjacency to Freeways

3.9.3.1 Applicability

1. Projects adjacent to a freeway.

3.9.3.2 Building Setbacks

1. Residential buildings shall be set back a minimum 60 feet from the edge of a freeway right-of-way.



3.9.3.3 Planting

1. A double row of trees shall be planted within 40 feet of the freeway right-of-way. Each row shall be within 30 feet of each other and have a minimum of one tree per every 30 linear feet. Spacing of trees may vary.
2. Trees shall be selected to be in the top 10% of species to function as air pollutant removal for carbon monoxide and particulate matter. The following trees fit that designation on itreetools.org for Milpitas, *Coast Redwood, Deodar Cedar, Cork Oak, American Elm, Atlantic White Cedar, Blue Chinese Fir, Ribbon Gum Eucalyptus, American Basswood, California Laurel, Evergreen Ash, Guadalupe Cypress, Swamp Bay, Slash Pine, Monterey Cypress, Northern Hackberry, Italian Cypress, Red bay, Arizona Cypress, Cedar Elm, Siberian Elm, Longleaf Pine, California Sycamore, Chinese Elm, Pacific Madrone, Mourning Cypress, Digger Pine.*

3.9.4 Adjacency to Railroads

3.9.4.1 Applicability

1. Projects with a property line adjacent to a railway corridor.

3.9.4.2 Building Setbacks

1. All residential buildings shall be set back a minimum 40 feet from the railroad right-of-way.

3.9.5 Adjacency to Natural Areas/Creeks/Channels

3.9.5.1 Applicability

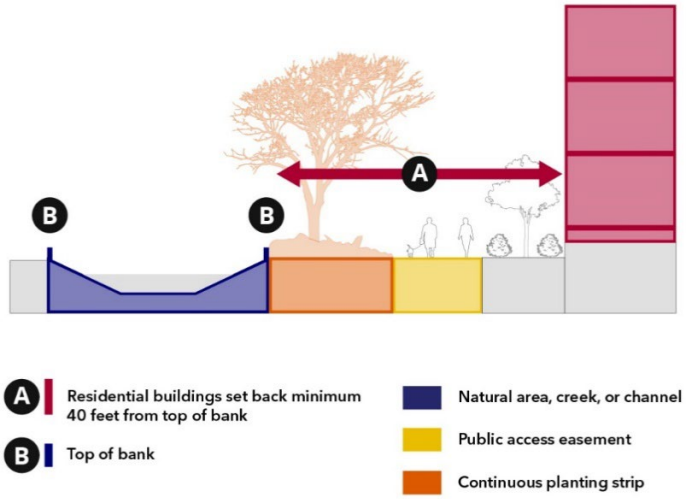
1. Projects with a property line adjacent to natural areas, creeks, and channels.
2. In addition to the standards below, project shall meet Valley Water's Guidelines and Standards for Land Use Near Streams.

3.9.5.2 Building Setbacks

1. All buildings shall be set back a minimum of 40 feet from the top of the bank of channel.

3.9.5.3 Open Space and Public Access Easements

1. Where a public path is not located between the building and top of bank, a 12-foot-wide public access easement shall be located within the first 30 feet depth from the adjacent property line and be consistent with the Ped/Bike & Trails Plan.



3.9.5.4 Planting

1. A continuous planting strip with a minimum width of 12 feet and a length greater than 80% of the length of the property line shall be located between the building and top of bank.
    a. Trees shall be planted at a minimum of one tree per every 30 linear feet. Spacing of trees may vary.
2. A minimum of 60% of the site area between buildings and the property line adjacent to the natural area, creek, or channel shall be landscaped.
3. Plantings shall be selected to support a Riparian Complex ecosystem and shall include a mix of the following:
    a. *Trees: Bigleaf maple, Boxelder maple, White alder, California sycamore, Fremont cottonwood, Red willow, Arroyo Willow; Shrubs/Small Trees; Blue elderberry, Red osier dogwood, California grape, California rose, Common snowberry, Hazelnut.*
    b. *Herbaceous Understory: California blackberry, Common rush, Tall flatsedge, Virgin's Bower, Seep monkeyflower.*

4 Building Design

Purpose

- To set standards to refine the building massing and form through façade modulations
- To set standards for transitions to lower scale development
- To set standards for façade articulation to create human-scaled architecture.
- To set standards to create visual interest and placemaking through building design

Intent

- To mediate the scale, massing, and bulk of buildings to reflect a human scale and enhance the pedestrian experience through building modulation and reductions in mass of upper floors.
- To create cohesive and well-crafted building façades with human-scaled details that provide visual interest to pedestrians, incorporate passive green design elements, and promote high-quality design.
- To guide building massing to respond to the scale of people and the building's context; avoid overly massive or monolithic structures; and encourage variation on large façades to promote pedestrian interest.

4.1 Small and Medium Building Types

4.1.1 House-like/Multiplex (S)

4.1.1.1 Duplex (S) (2 units)

Duplexes are small house-like buildings with two units that may be stacked or side-by-side. The units may be accessed through a shared entry or individual unit entries.

4.1.1.2 Triplex/Fourplex (S) (3-4 units)

Triplexes and fourplexes are walk-up buildings featuring 3 to 4 dwelling units that typically share a single entry or feature individual unit entries along the front façade. Dwelling units may be oriented side-by-side and/or are stacked atop one another.

4.1.1.3 Cottage Cluster (S) (3 or more units)

Cottage Clusters are composed of several attached or detached buildings configured around a central common open space. The common open space serves as a circulation space that opens onto a public-right-of-way. Cottage clusters feature 3 or more units, with individual entryways opening directly onto the central open space or directly onto the abutting right-of-way.

4.1.2 Middle Housing (M)

4.1.2.1 Rowhouse (M) (attached)

Rowhouses are attached single-family units that share a common wall. Rowhouses consist of 1 to 2 units per building and are typically configured into clusters of 2 to 10 individual units.

4.1.2.2 Courtyard Housing (M) (3 or more)

Courtyard Housing is characterized as a building or series of buildings featuring a central, shared courtyard that is accessible by several attached units that can be arranged side-by-side or stacked. The courtyard represents a common open space that is oriented towards the public-right-of-way or designed as an interior space that

utilizes side and rear setback areas. Courtyard Housing features between 3 or more units and can either feature individual entrances or shared entryways that open into the courtyard.

4.1.2.3 Multiplex Apartment Building (M) (5 or more units)

Multiplex Apartment Buildings are single buildings featuring 5 or more dwelling units that typically share an entry or feature individual unit entries along the front façade. Multiplex Apartment Buildings feature dwelling units that are generally accessed through a shared elevator and corridor.

4.1.2.4 Low-Rise Multifamily (L)

Low-rise multifamily developments are generally made up of two or more buildings of two to four stories organized around shared parking and amenities. Unit types may include multilevel townhomes, stacked flats, or a combination of both.

4.1.3 Design Standards (S + M)

4.1.3.1 Development Standards Table

1. The following table outlines development standards for Small (S) and Medium (M) building types. These standards apply to the design of each building type. If the standards below contradict development standards in the municipal code, the municipal code shall take precedence.

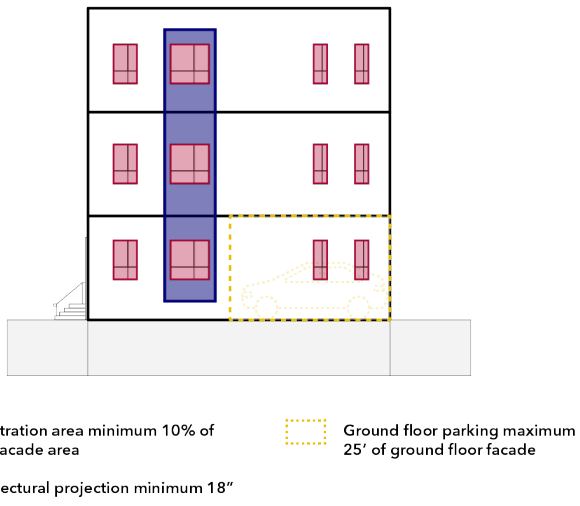
	Small (S)			Medium (M)			
	Duplex (2du)	**Triplex/ Fourplex**	**Cottage Cluster**	**Rowhouse**	**Courtyard (3+ du)**	**Multiplex (5+ du)**	**Low-Rise Multifamily**
1. Building Massing							
Building Width	Maximum: 50 feet	Maximum: 60 feet	Maximum: 40 feet	Minimum: 16 feet Maximum: 30 feet Combined Maximum: 160 feet	Maximum Wing Width: 40 ft	Maximum: 80 feet	Maximum: 200 feet
2. Usable Open Space*							
Usable Open Space per Unit	300 sf (minimum)	200 sf (minimum)	300 sf (minimum)	200 sf (minimum)	200 sf or minimum required by zone; whichever is greater	50 sf per unit or minimum required by zone; whichever is greater.	150 sf per unit or minimum required by zone; whichever is greater
Usable Open Space as Private Open Space		100 sf per unit (minimum)	100 sf per unit (minimum)	100 sf per unit (minimum)	80 sf per unit (minimum)		50% of units: 50 sf per unit (minimum)

4.1.3.2 Façade Modulation and Articulation

1. **Modulation.** Residential buildings shall employ at least two of the following building modulation strategies:
    a. Varied roof form, such as changes in roof height, offsets, change in direction of roof slope, dormers, parapets, etc.
    b. Use of balconies, front porches, overhangs, or covered patios.
    c. Projections, offsets, and/or recesses of the building wall at least one foot in depth, such as bay windows, chimneys, brackets, and cornices.
2. **Articulation.** All building elevations that face a street, pedestrian pathway, or common open space shall employ varied façade articulation of wall surfaces. Facades shall incorporate at least three of the following features, consistent in design style, which provide articulation and design interest:
    a. Variation in texture or material, provided all exterior wall textures and materials are consistent with the overall architectural style of the dwelling.
    b. Building base (typically bottom three feet) that is faced with a stone or brick material or is delineated with a channel or projection.
    c. Railings with a design pattern and materials such as wood, metal, or stone which reinforces the architectural style of the building.
    d. Decorative trim elements that add detail and articulation, such as door surrounds with at least a two-inch depth, decorative eave detailing, belt courses, etc.
    e. Decorative window elements such as, lintels, shutters, window boxes, etc.; and
    f. Roof overhangs at least 18 inches deep.

4.1.3.3 End Units

1. Any building with the Primary Façade and building entry facing a street or pathway perpendicular to a public street right-of-way, private street, or publicly accessible pathway shall meet the following standards:
    a. The End Unit building façade shall have a fenestration area greater than 10% of the façade area.
    b. The End Unit building façade facing shall have at least one architectural projection that projects a minimum of 18 inches from the street facing façade (example: bay windows, a chimney shown on the exterior of the house) with a minimum width of two feet.
    c. Ground floor parking may not exceed 25 linear feet of an End Unit's ground floor façade.



4.1.3.4 Entries

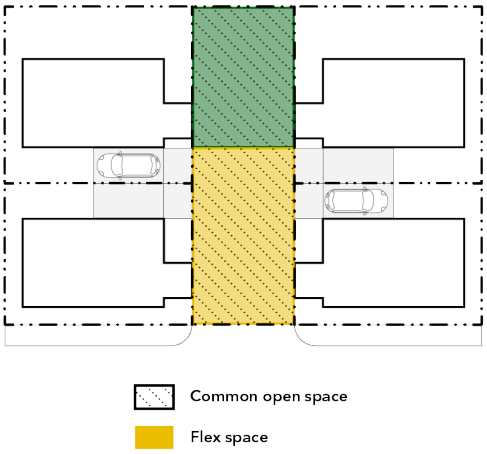
1. For multifamily residential buildings with up to 8 units and not exceeding 40 feet in width, the Primary Building Entry may be located on the side of the building not facing the public right-of-way if a publicly accessible pedestrian pathway connects directly to a forecourt or front porch with a minimum dimension of 6 feet.

4.1.3.5 Parking + Access

1. Front-loaded parking for (S) and Rowhouse Building Types:
    a. Garage doors that face the street shall not occupy more than 50% of the width of any street-facing building façade. This limitation does not apply to frontages along alleys
    b. Garage door shall be located a minimum 5 feet behind Primary Façade
    c. Shall have a unit entry that fronts a publicly accessible sidewalk or pedestrian pathway

4.1.3.6 Open Space Quality

1. Cottage Clusters
    a. **Common Open Space.** Common usable open space is not required for projects with less than 5 units. For projects 5 units and over, 200 sf per unit may be combined to provide a common open space area, provided that each unit also has at minimum 100 sf of private open space. At least 50% of the units in the development site cluster must abut the common open space.
    b. Common open space serving three or more units shall be abutted by units on at least two sides.
    c. No unit shall be located further than 60 feet from a common open space.
    d. Common open space shall not be divided into more than two separate areas with one area of at least 1,000 square feet.
    e. No dimension shall be less than 20 feet.
    f. Common open space may include setback areas if they are a minimum of 15 feet wide and the other provisions in this section are met.
    g. **Flex-Space.** A maximum of 50% of required common open space may be provided as flex-space. Flex-space is a hard-surface, multi-use outdoor area that may simultaneously provide vehicle access and maneuvering, common open space for residents, and pedestrian access. Flex-space shall not be used for private or shared surface parking. Flex-space may not be located in required interior setback areas.

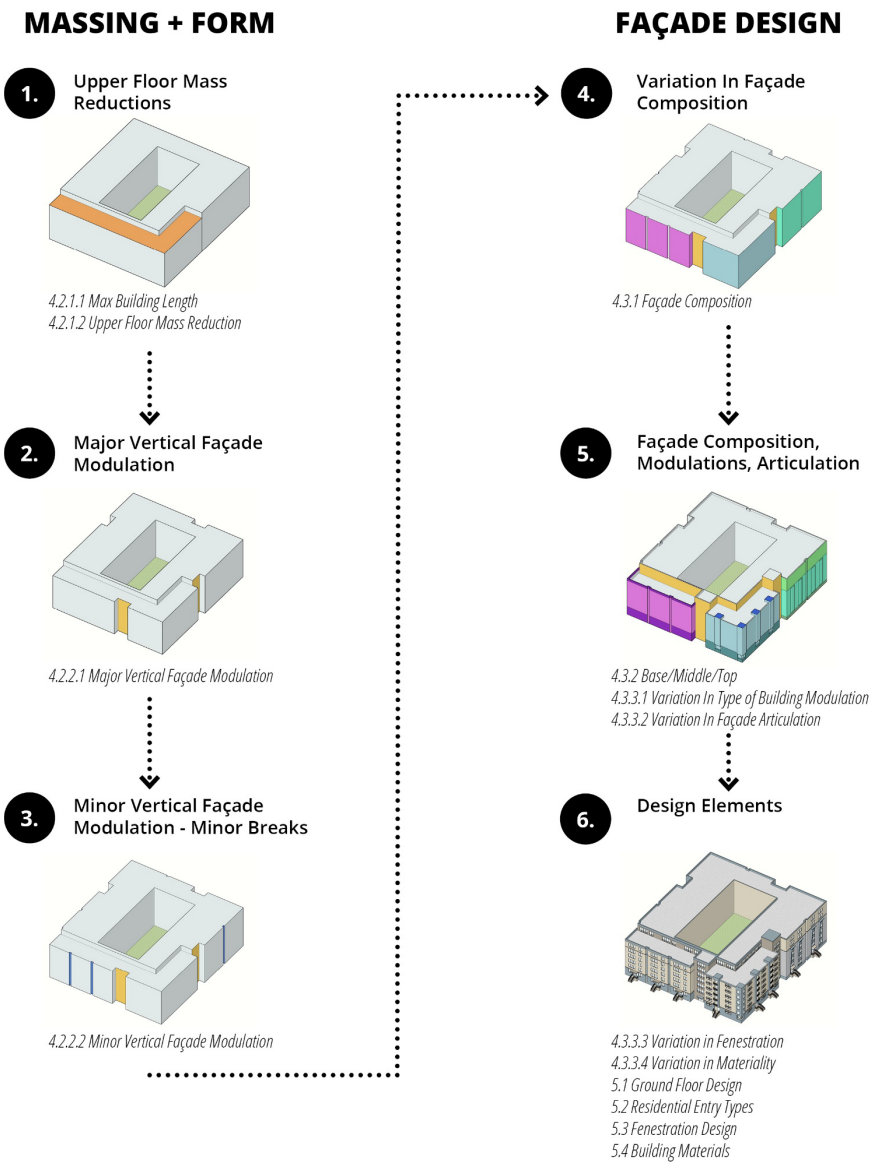


2. Courtyard Buildings
    a. Common open space shall include at least one courtyard open to the street and defined on three sides by building
    b. Width: minimum 25 feet or 40% of depth; whichever is greater, for buildings greater than 3 stories in height, Section 6.2 Common Open Space requirements supersede.
    c. Depth: minimum 40 feet
3. Middle Housing (M)
    a. Projects exceeding 20 units shall provide a minimum of one Common Open Space with minimum dimension of 40 feet by 40 feet.

4.2 Large and Extra-Large Building Types

Application of Design Standards

The following flow chart outlines the design standards for Large and Extra-large building types. The standards are organized to review a building's compliance starting with overall massing and form including massing reductions, breaking long building facades, and providing articulation and minor façade breaks to create a human scaled residential rhythm and pattern to the building. The second category overlays façade design including façade composition, variations in façade design strategies, defining a base/middle/top, and adding human-scaled details. The design standards meant to create a holistic approach to building design and build on one another with different design strategies being able to meet multiple standards.



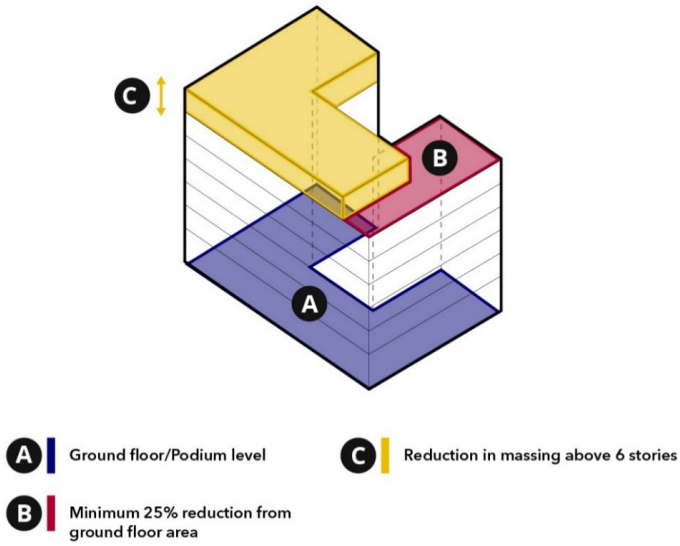
4.2.1 Massing and Form (L) (XL)

4.2.1.1 (L) Maximum Building Length

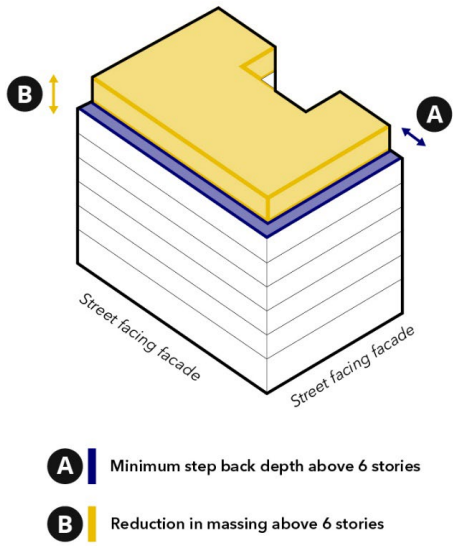
1. Buildings shall not exceed 380 feet in length or width.

4.2.1.2 Upper Floor Mass Reductions (L) (XL)

1. Buildings greater than 6 stories in height shall provide a variety in building heights and reduce the massing of upper floors through one or more of the following techniques:
    a. Building floorplates located at a height 6 stories or greater shall have a floor area less than 75% of the ground floor area or the building floor area of the Podium Level, whichever is less.



    b. Stepped back façade of floors above 6 stories for a minimum 60% of dimension of all façades facing a public right-of-way, private street, or publicly accessible pedestrian pathway. Step back shall be a minimum of 6 feet in depth.



4.2.1.3 (XL) High-rise Buildings

4.2.1.3.1 Maximum Floorplate

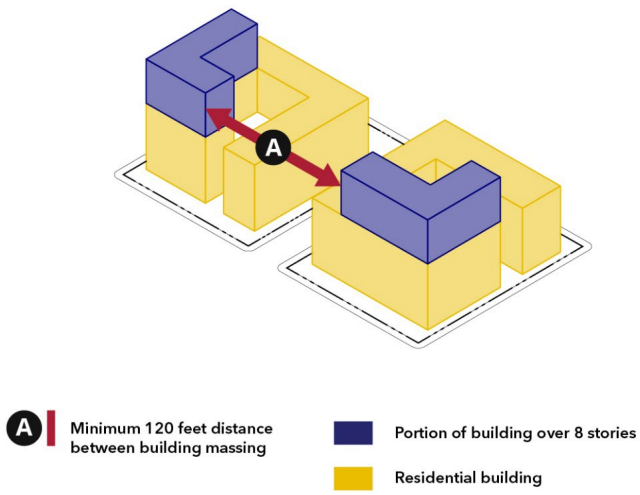
1. For portions of a building above 8 stories in height, the maximum floor area per floor shall not exceed 16,000 sf.

4.2.1.3.2 Maximum Building Length

1. Portions of a building above 8 stories in height shall not exceed 160 feet in length.

4.2.1.3.3 Tower Separations for High-rise Buildings

1. Any portion of a building over 8 stories be in height shall be a minimum 120 feet from all other buildings over 8 stories in height regardless of whether the adjacent building is on the same or different parcel.

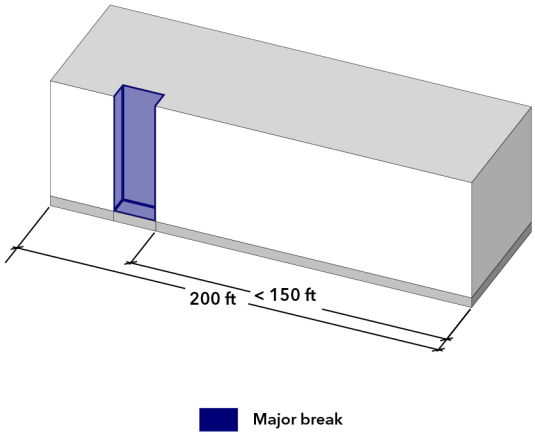


4.2.2 Façade Modulation

4.2.2.1 Major Vertical Façade Modulation

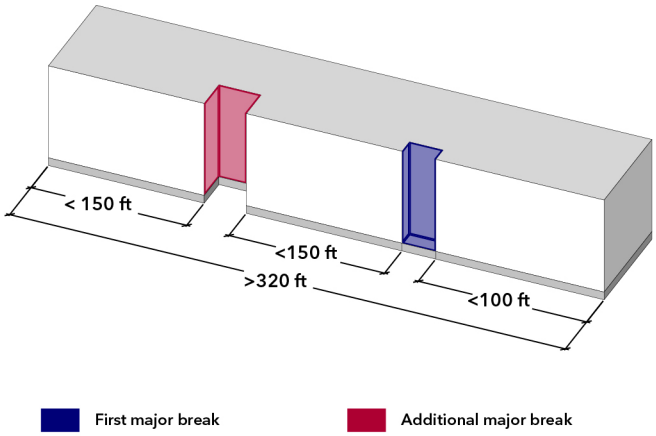
1. Exterior facing building facades shall meet the following standard for Major Break(s):

a. Building shall have a major break at least every 150 feet of building length.

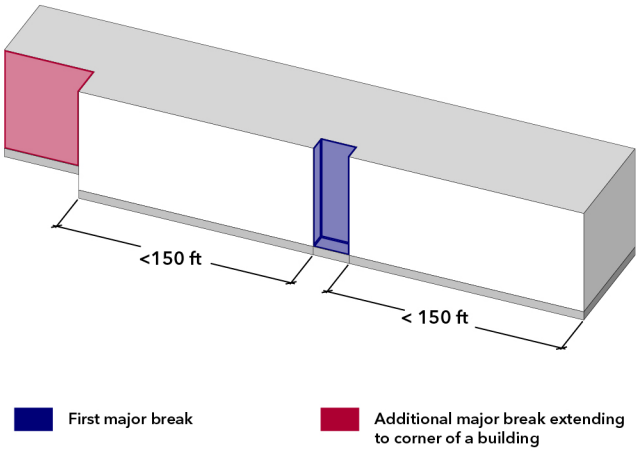


b. The first major break required shall be a minimum 20 feet wide and 10 feet deep.

c. If a building requires additional major breaks, they shall be a minimum 25 feet wide and 20 feet deep.



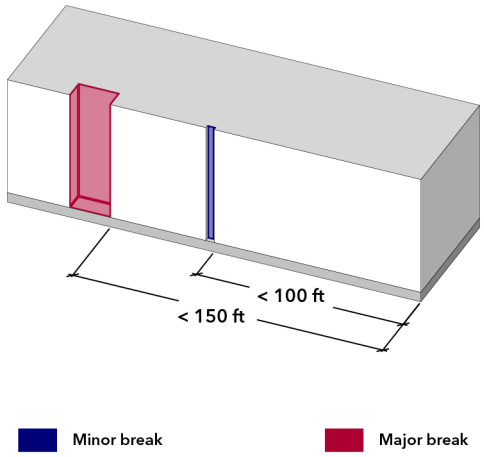
d. A major break may extend to the corner of a building with a maximum width of 50 feet.



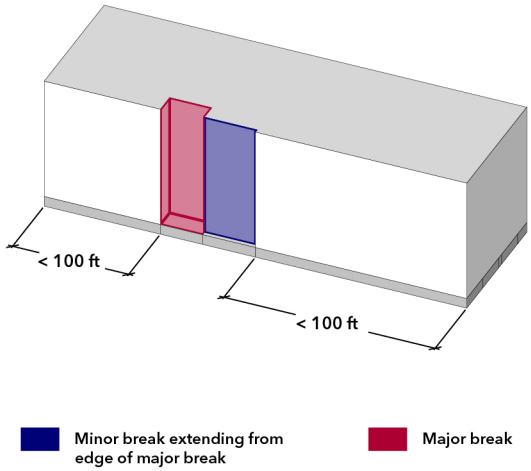
e. A major break shall extend from the finished ground floor through the full height of the building including breaking the roof plane.

4.2.2.2 Minor Vertical Façade Modulation

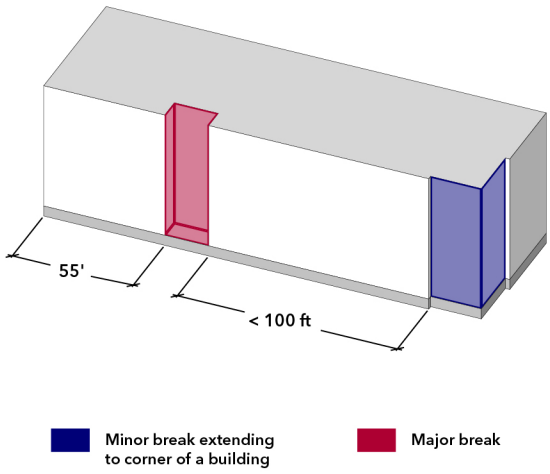
1. Façade planes shall choose one of the following minor vertical façade modulations for Minor Break(s):
    a. **Minor Breaks.** Façade planes shall not exceed 100 feet in length as measured from façade break (major or minor) to façade break or corner of a building.



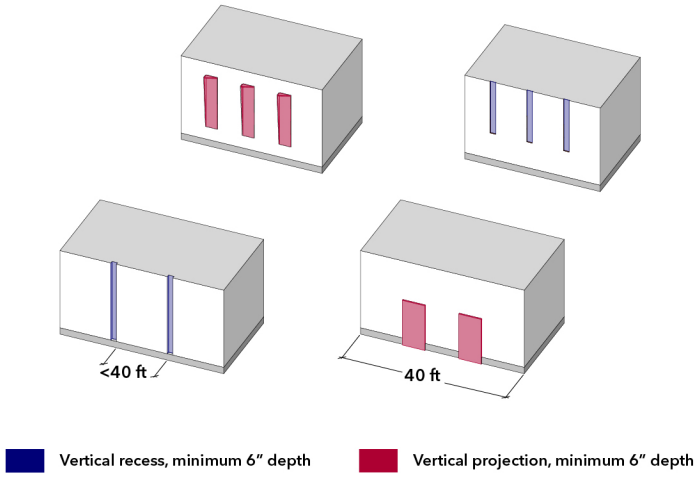
i. Minor breaks shall be a minimum 2 feet deep.
ii. Minor breaks shall be a minimum 4 feet wide and a maximum 25 feet wide.
iii. A minor break may extend from the edge of a major break or the corner of a building.



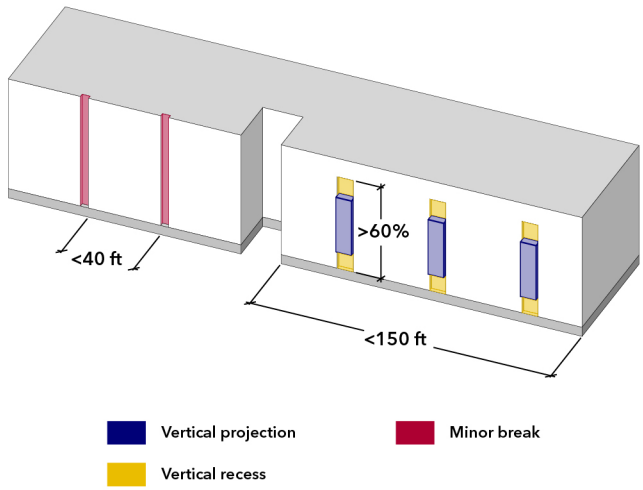
iv. A minor break shall extend from the top of the ground floor through the full height of the building including breaking the roof plane.



b. **Vertical Rhythm and Pattern:** Façade planes exceeding 40 feet in length shall express a vertical rhythm and pattern that reflects the size and scale of a residential unit and/or individual rooms and spaces through meeting the following standards:
   i. A vertical recess or projection shall occur at a minimum of 1 per 40 feet of linear façade length.
   ii. Vertical recess or projection shall have a minimum depth of 6 inches.
   iii. Shall occur for a minimum of 60% of the residential façade height.



c. **Minor Modulations.**
   i. Projection or recess with a minimum depth of 2 feet, minimum width of 8 feet, and spans a minimum of 60% of the façade height.
   ii. At least one projection or recess shall occur every 40 feet.



4.3 Façade Design (L)(XL)

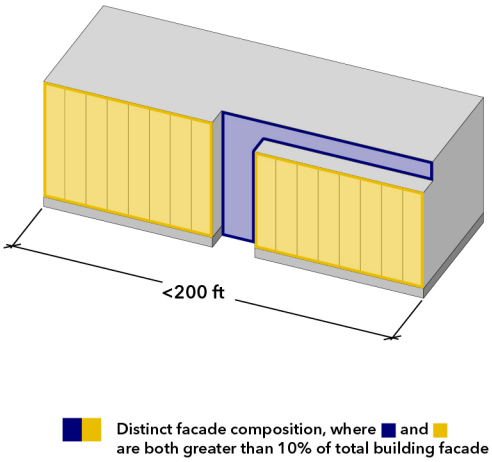
Intent

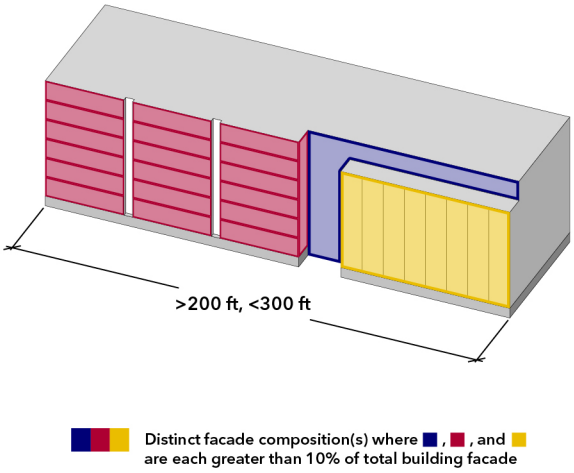
- To create cohesive and well-crafted building façades with human-scaled details that provide visual interest to pedestrians, incorporate passive green design elements, and promote high-quality design.
- Encourage architectural elements that contribute to a building's character, aid in climate control, and enhance pedestrian scale. (CD 11-4)
- Where a vertical mix of uses occurs, retail, restaurants, and other active uses should be located on the ground floor, with residential and/or office uses above. Also, encourage complementary architectural detailing that differentiates each use. (CD 3-12)

4.3.1 Façade Composition

1. Each building façade greater than 100 feet in length shall include a minimum of two distinct façade compositions. For every additional 100 feet of building façade, an additional distinct façade composition is required.
   a. Each distinct façade composition shall have a total combined façade area greater than 10% of the overall façade area.

b. Each distinct façade compositions shall meet the Variation in Façade Composition Standards (4.3.3) to be distinct from the other façade composition.



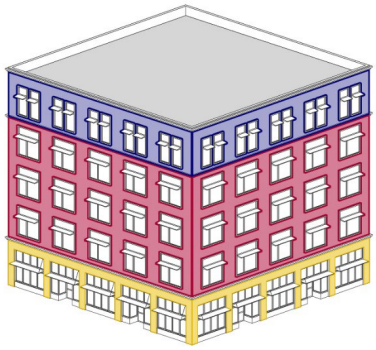


4.3.2 Base/Middle/Top

1. Buildings three stories or taller and a building length greater than 50 feet shall be designed to differentiate a defined base or ground floor, a middle or body, and a top, cornice, or parapet cap. This standard applies to all exterior facing facades.

Example Diagrams of Base/Middle/Top Standards

Variation in Façade Composition A



Distinct facade composition(s) differentiating base, middle, top

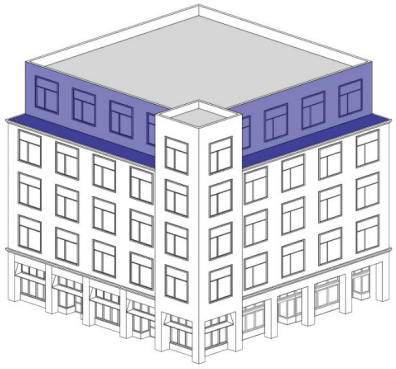
Datum Lines

Datum lines along entire length of building with change in material

Variation in Façade Composition B

Distinct facade composition(s) differentiating base, middle, top

Upper Floor Step Backs



Upper floor(s) step back

Distinct Roof Form

Variation in roof/building height

Distinct roof form

4.3.2.1 Building Base

1. A building's base shall be defined or differentiated from the middle/body by using one of the following techniques: (apply at least two)
    a. Have a distinct façade composition from the base floor(s) to middle/body floors by meeting the standards for a Variation in Façade Composition: Section 4.3.2
    b. Datum line or cornice between the base floor(s) and middle/body floors that:
        i.) Is a different material from the middle/body floors
        ii.) Has a minimum height of 4 inches and a minimum depth of 4 inches
    c. Floor-to-floor height of the ground floor increase of a minimum 2 feet greater than middle/base floor-to-floor heights.

4.3.2.2 Building Top

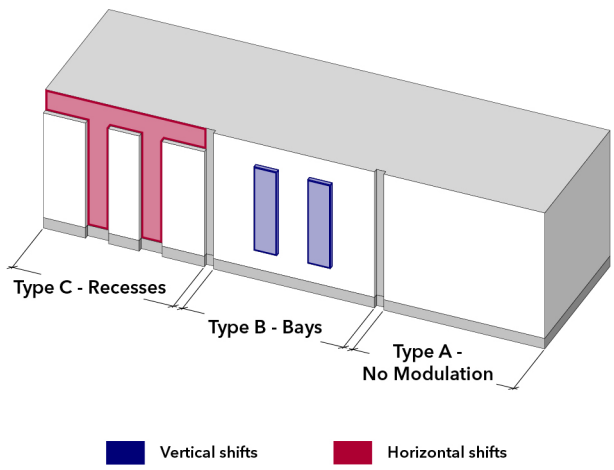
1. A building's top shall be defined or differentiated from the middle/body by using two or more of the following techniques: (apply two or more)
    a. Have a distinct façade composition from the middle/body floors to the top floor(s) by meeting the standards for a Variation in Façade Composition: Section 4.3.2
    b. Datum line or cornice between the middle and top floor(s) that include:
        i. A change in material from the façade
        ii. A minimum height of 4 inches and a minimum depth of 4 inches
    c. Upper floor(s) step back with a minimum depth of 2 feet and a maximum depth of 15 feet for a minimum 70% of the façade length.
    d. Distinct roof form or roof line. (apply one)
        i. Cornice or parapet cap that includes:
            1. a change in material from the façade
            2. a minimum height of 8 inches and a minimum depth of 4 inches
        ii. Eave/roof overhang with a minimum depth of 6 inches
        iii. A variation in roof/building height through building modulation:
        (examples: Bays that extend above Primary Façade height)
            1. Variation in roof/building height shall occur for a minimum 30% of the Building Façade Length.
            2. Change in roof/building height shall be a minimum of 2 feet of change from Primary Façade.

4.3.3 Variation in Façade Composition

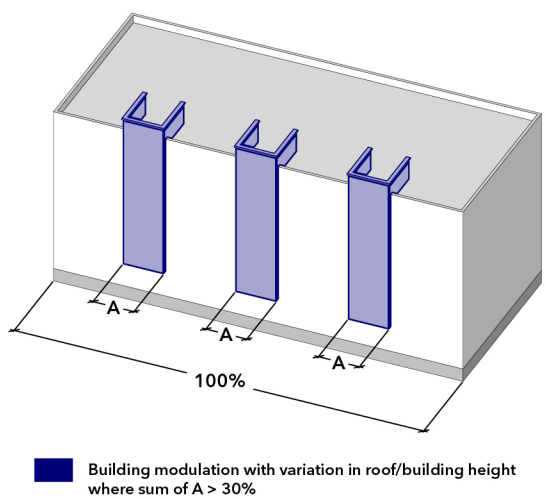
1. A variation in Façade Composition shall include a variation in at least two of the following:
    a. Variation in Building Modulation,
    b. Variation in Façade Articulation,
    c. Variation in Fenestration, and
    d. Variation in Materiality.

4.3.3.1 Variation in type of building modulation (minimum of one, if option selected)

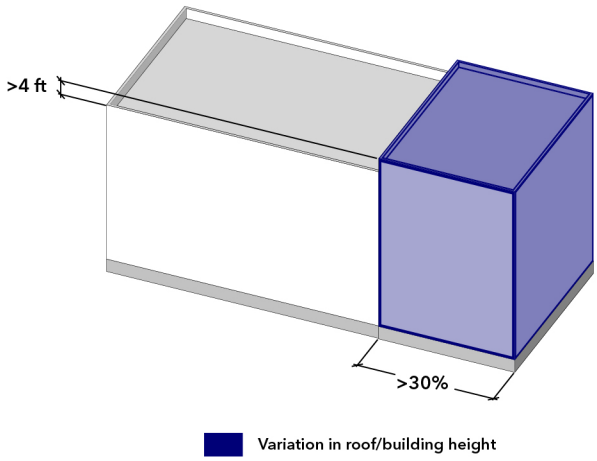
1. Variation in type of building façade modulation patterns and form. Building modulations shall include horizontal shifts that include changes in floor plates that project and/or recess with a minimum average depth of 12 inches, changing the Primary Plane of the façade for a minimum 20% of the Façade Plane area.



2. A variation in roof/building height through building modulation: (examples: Bays that extend above Primary Façade height)
    a. Variation in roof/building height shall occur for a minimum 30% of the Building Façade Length.



b. Change in roof/building height shall be a minimum of 4 feet of change from Primary Façade.



4.3.3.2 Variation in Type of Façade Articulation (minimum of one, if option selected)

1. Variation in horizontal and/or vertical recesses or projections such as a pattern of recessed grouping of windows, recessed panels, bay windows or similar strategies. The recess or projection shall be a minimum six inches in depth.

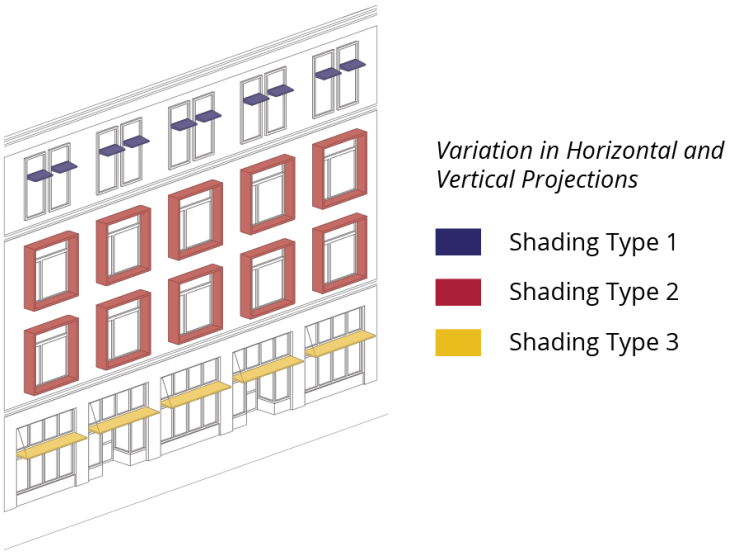
Variation from Top to Middle + Middle to Bottom

A Horizontal projection

B Vertical projection

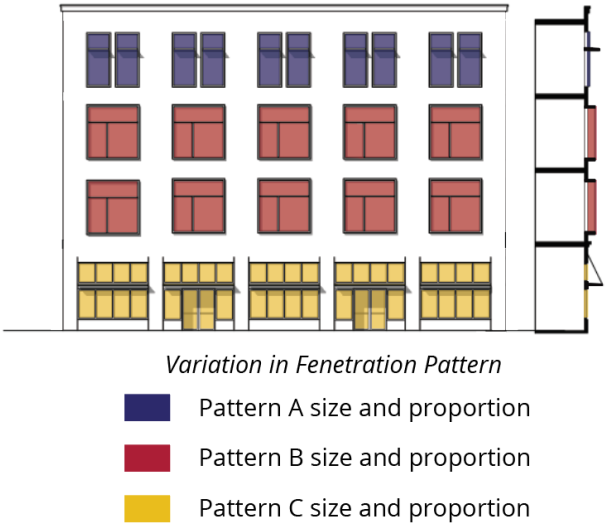
C Horizontal recess

2. Variation in horizontal and/or vertical projections such as shading and weather protection devices, decorative architectural details, or similar. Variation in at least 2 of the following:
    a. Size
    b. Proportions
    c. Pattern
    d. Depth or projection



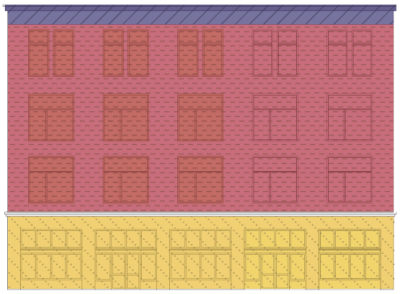
4.3.3.3 Variation in Fenestration

1. Variation in at least 2 of the following on the primary façade:
    a. Fenestration size
    b. Proportions
    c. Pattern
    d. Depth or projection



4.3.3.4 Variation in Materiality

1. Variation in 2 of the following on the primary façade:
    a. Façade material
    b. Material size
    c. Texture and pattern
    d. Color



Variation in two of the following on the primary facade

Top material composition

Middle material composition

Base material composition

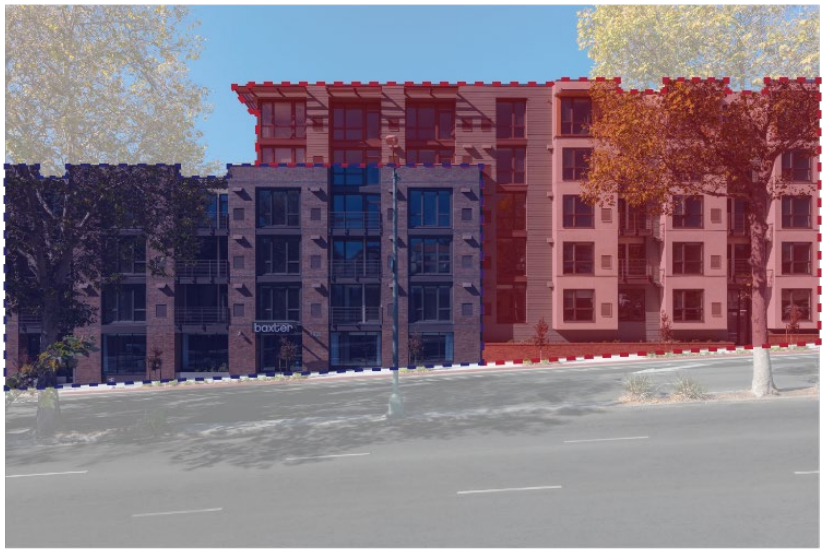
Examples of Variation in Façade Composition
4.3.3.1.a

Baxter Building, Oakland, CA
Brick.

Variation in vertical shifts

Variation in horizontal shifts

4.3.3.1.b



Baxter Building, Oakland, CA
Brick.

Primary building facade

Change in roof/building height

4.3.3.2

Baxter Building, Oakland, CA
Brick.

Variation in vertical projection

Variation in horizontal recess

Variation in vertical recess

4.3.3.3 + 4.3.3.4
Variation in fenestration Variation in facade material *Baxter Building, Oakland, CA* *Brick.*

5 Building Elements

5.1 Ground Floor Design

Intent

- To create inviting and interesting ground floors that enhance the pedestrian realm and to create places for people to gather and spend time outdoors.
- To create a transition between public and private space.

5.1.1 Building Entries (M)(L)(XL)

5.1.1.1 Primary Building Entry

1. The Primary Building Entry for multifamily buildings shall face a public right-of-way or a publicly accessible pedestrian pathway.
2. Primary building entries shall be scaled proportionally to the number of people served. Building entries inclusive of doorway and adjacent façade plane shall meet the following minimum width and depth from Primary Façade dimensions:
    a. Individual residential entries: See Section 5.2
    b. Multifamily entries (9 or more units): width: 10 feet; depth: 3 feet
    c. Upper floor commercial entries: width: 15 feet; depth; 5 feet
3. Primary entries for multifamily entries (9 or more units) and commercial entries shall have a minimum 60% transparent glazing between 3 and 7 feet in height for the required entry width.
4. Building lobbies for primary entries for (M) and (L) building serving more than 9 units shall include direct access to a stairwell to provide an alternative to elevators.
    a. Stairwell shall be visible from lobby area.
    b. Stairwell shall include natural light.
    c. Stairwell may be open air.

855 Brannan, San Francisco, CA
David Baker Architects. Image: Bruce Damonte.

Stairwell adjacent to Residential Lobby

5.1.1.2 Storefront/Retail Entries

1. Entry doors shall have a minimum width of 3 feet.
2. Primary entries shall be setback a minimum 3 feet from back of walk or the minimum depth necessary to prohibit door swings from entering public right-of-way or effective sidewalk width.
3. Primary entries shall include weather protection that is a minimum 6 feet wide and 4 feet deep by recessing the entry, providing an awning, or using a combination of these methods.

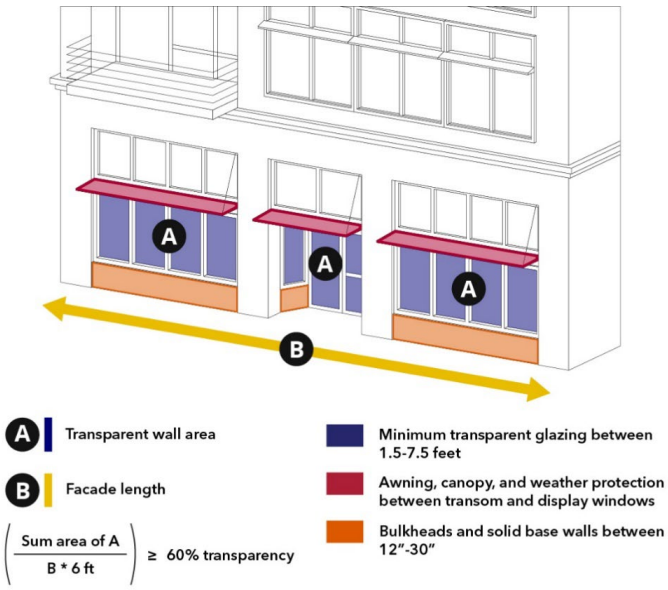
5.1.1.3 Individual Residential Unit Entries

1. For buildings with 9 or more ground floor units, a minimum of 80% of the ground floor residential units that face a public right-of-way or publicly accessible path, or open space shall have a unit entry with direct access to the sidewalk, path, or open space. (Senior units or other deed-restricted units for special populations are exempt)
2. Ground floor residential entries shall be designed to section 5.2 Residential Unit Entry Types standards.
3. Ground floor residential entries shall include weather protection that is a minimum 4 feet wide and 3 feet deep by recessing the entry, providing an awning, or using a combination of these methods.

5.1.2 Ground Floor Façades

5.1.2.1 Ground Floor Storefront/Retail Façades

1. Storefront/retail façades shall have a minimum 60% transparent glazing between 1.5 and 7.5 feet in height.
2. Transparent glazing shall be maximum 15% reflective, visible light transmittance greater than 80%, and without tint or coloration in the glass substrate.
3. Bulkheads and solid base walls: If provided, shall measure between 12 and 30 inches from finished grade.
4. Awnings, canopies, and weather protection: When transom windows are above display windows, awnings, canopies, and similar weather protection elements shall be installed between transom and display windows. These elements allow for light to enter the storefront through the transom windows and allow the weather protection feature to shade the display window. Awnings may be fixed or retractable.



5.1.2.2 Ground Floor Non-residential Façades

1. Façades shall have a minimum 50% transparent glazing between 3 and 7.5 feet in height above finished floor.
2. Transparent glazing shall be maximum 50% reflective, visible light transmittance greater than 80%, and without tint or coloration in the glass substrate.

5.1.2.3 Ground Floor Residential Façades

1. Façades shall have a minimum 30% transparent glazing between 4 and 7.5 feet in height above finished floor.
2. Transparent glazing shall be maximum 50% reflective, visible light transmittance greater than 80%, and without tint or coloration in the glass substrate.

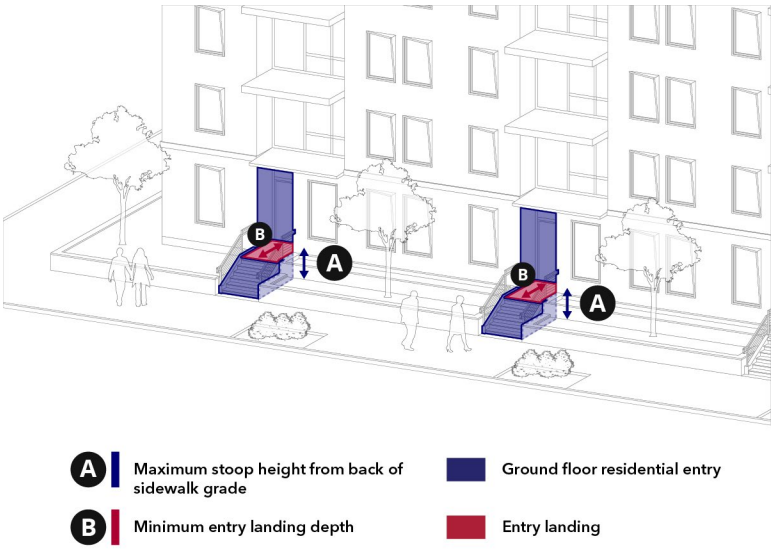
5.2 Residential Unit Entry Types

Intent

- Private entries into ground floor residential units shall be designed to provide human-scaled detailing, enhanced pedestrian experience, transition between public and private space, spaces for residents to gather and spend time outdoors, and resident privacy

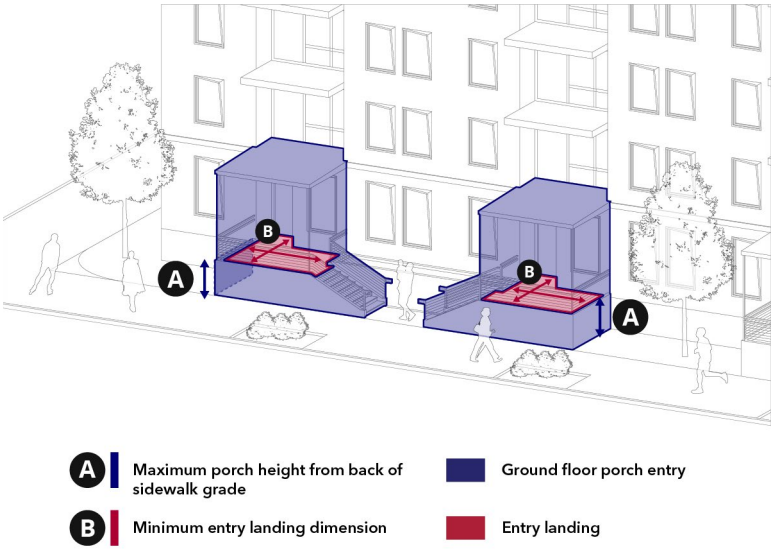
5.2.1 Stoop Entry

1. Stoops shall provide entry access for a maximum of two units.
2. Stoop heights shall be within 1 step of finished floor height of adjacent unit.
3. Stoop entry landings shall be a minimum 4 feet in depth and width.



5.2.2 Porch Entry

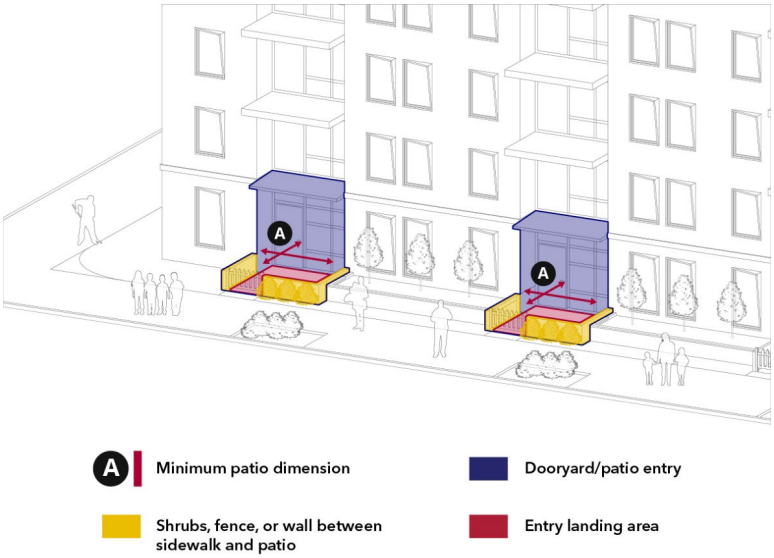
1. Porches shall provide entry access for a maximum of one unit.
2. Porches shall have a minimum dimension of 6 feet in depth and width.
3. The maximum porch floor height from the back of sidewalk grade shall be 5 feet.



5.2.3 Dooryard/Patio Entry

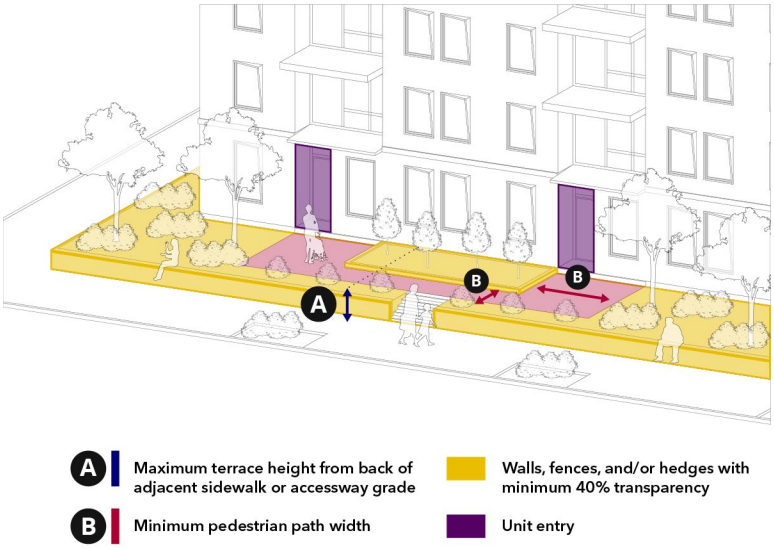
1. Patio entries may serve up to two units; and
2. Patio area shall have a minimum dimension of 8 feet in depth and width.
3. The Patio shall include at least one of the following features to define the transition between public and private space:
    a. A row of shrubs not exceeding 42 inches in height located between the sidewalk and the patio that assists with defining the edge between public and private space. Shrubs shall be at least one gallon in size and be planted a maximum of three feet on center; or
    b. A fence not to exceed 36 inches in height and minimum transparency of 10% located between the sidewalk and the patio that assists with defining the edge between public and private space, with a gate or fence opening to provide access to the pedestrian route between the pedestrian way and the front door; or

c. A metal, wood, or stone wall not to exceed 36 inches in height located between the sidewalk and the patio that assists with defining the edge between public and private space with a gate or wall opening to provide access to the pedestrian route between the pedestrian way and the front door. A minimum 18-inch landscape strip shall be located between the wall and the abutting pedestrian way and entirely landscaped with ground cover, shrubs or other landscape living plant material.



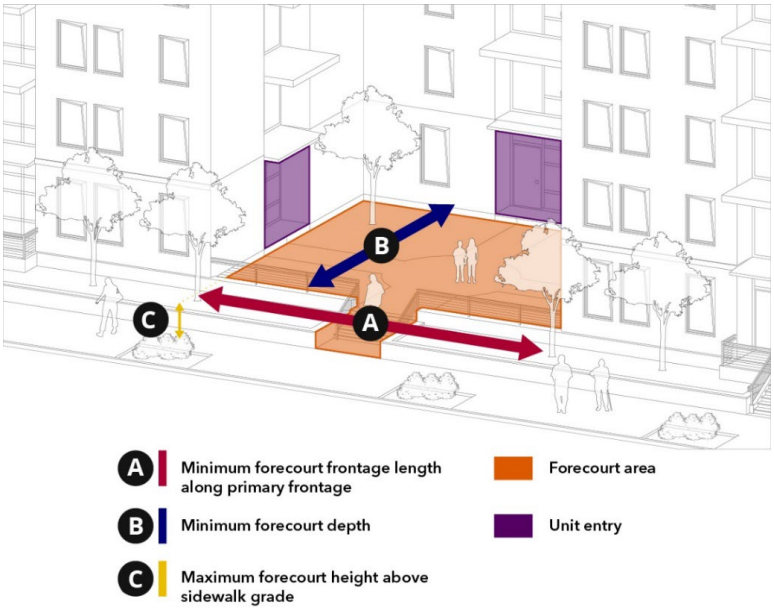
5.2.4 Terrace:

1. A Terrace may serve multiple unit entries.
2. The maximum Terrace height shall be 30 inches above the grade of the back of the adjacent sidewalk or accessway.
3. Pedestrian paths at terrace level shall have a minimum width of 42 inches.
4. Walls, fences, and hedges on Terraces shall be a maximum of 42 inches tall and have a minimum transparency of 40%.



5.2.5 Frontage Court:

1. A Frontage Court may serve multiple unit entries.
2. The minimum Frontage Court width along a primary frontage shall be 25 feet.
3. The maximum Frontage Court width along a primary frontage shall be 50% of the façade length or 80 feet, whichever is less.
4. The minimum Frontage Court depth shall be 25 feet.
5. The maximum Frontage Court depth shall be 50 feet or a ratio not to exceed 2:1 depth to width.
6. The maximum height of the Frontage Court shall not exceed 5 feet above sidewalk grade.



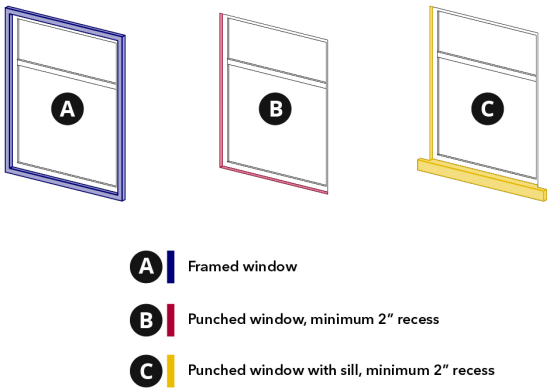
5.3 Fenestration Design

Intent

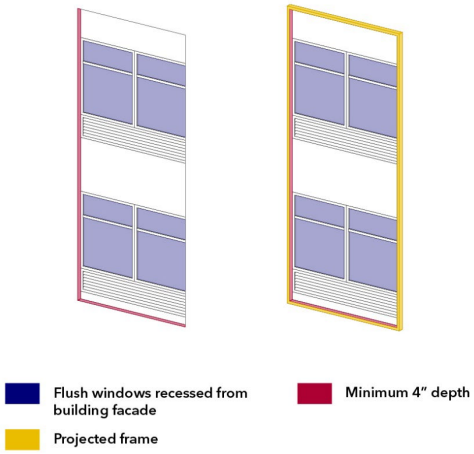
- To ensure high quality building elements that add to the human-scale architecture.
- To ensure that mechanical, utilities, and services are designed to complement the architecture design.

5.3.1 Fenestration Design: All fenestrations shall meet the following standards:

1. Windows shall be recessed a minimum of 2 inches. Façades or portions of façades utilizing a curtain wall are exempt from this standard.



2. Windows that are flat or "flush" with the façade are prohibited unless applied to a portion of a building that is part of a recessed façade modulation with a minimum 4 inches in depth. Façades or portions of façades utilizing curtain walls are exempt from this standard.



5.4 Green/Productive Roofscapes

Intent

- To increase green space, urban ecology (stormwater runoff reductions, decreased urban heat island effect), and building performance (improved photovoltaic (PV) panel efficiency, reduced building energy consumption).

5.4.1 Green/Productive Roofs:

A green roof is a flat roof (less than 10%) that has been altered to support urban ecology. They are comprised of a layer of engineered soil and vegetation planted over a waterproofing system. Green roofs facilitate several positive benefits in terms of greater community connections to green space, urban ecology (stormwater runoff reductions, decreased urban heat island effect), and building performance (improved photovoltaic (PV) panel efficiency, reduced building energy consumption). The latter is an important factor in carbon use reduction, and because the co-location of green roofs and PV panels provides benefits for the performance of the green roof, the PV panels, and the building.

1. **Minimum Size.** Green roofs shall be required for all new developments with a minimum net roof area (gross roof area – allowed deductions) of 5,000 ft².
    a. Net roof area shall be calculated as the sum of all roof area(s) for a development and not by individual structures.
    b. Allowed Deductions: codified amenity spaces, codified setbacks, HVAC systems, fire suppression systems and associated easements, and emergency corridors.
    c. The following graduated spatial requirement shall be used to determine the green roof size for each new development.

Net Roof Area for Entire Development	Size of Green Roof
Less than 5,000 ft²	*Exempt*
5,000-14,999 ft²	20%
15,000-29,999 ft²	25%
30,000-49,999 ft²	30%
50,000-64,999 ft²	35%
65,000 ft² or greater	40%

2. **Photovoltaic Panels (PV).** PV panels and green roofs shall be co-located where feasible. If co-located, PV panels shall be clustered together with individual rows spaced 32” apart to allow for sunlight penetration to the green roof beneath.
3. **Habitat.** All projects, including green roof improvements and new construction, shall satisfy the following standards regarding plant selection and siting.
    a. **Plant Palettes.**
        i. Plant and tree selection shall be per Section 3.6 Landscaping and be appropriate for siting on green roofs (e.g., low maturation height and weight, shallow root structure, low water requirements).
        ii. Landscaping shall configure plantings in multi-layered clusters, placing groundcover, shrub, and tree canopy layers in the same area to provide vertical structure. Target an overlap of 2-3 layers of native vegetation for >75% of the planting area.

b. **Tree selection and placement.** All green roof tree selection and placement shall satisfy the following standards regarding size and stability.
    i. **Root Structure.** Tree species with deep taproots or invasive root tendencies are not permitted.
    ii. **Root anchoring.** All trees shall be anchored at the root ball in accordance with wind shear, pressure, and suction capacity of the associated soils.

c. **Soils.** Varied topography, soil materials, and soil textures are critical in supporting more diverse plantings, pollinators, and a greater range of ecological functions. Engineered soil shall be placed at varying depths to mimic the natural undulation of native habitat. Deep green roof soils (≥ 6 in.) increase the potential for healthy long-lived plantings and associated enhanced biodiversity. Deeper soil helps to reduce root zone temperature extremes, retain moisture, and support more diverse invertebrate populations. Green roof soil depth shall satisfy the following requirements to support healthy native plants.
    i. General native plant support standards for soil depths are as follows:
        1. ≥ 6” for herbaceous plants
        2. ≥ 10” for small woody shrubs
        3. ≥ 18” for large woody shrubs
        4. ≥ 30” for small trees

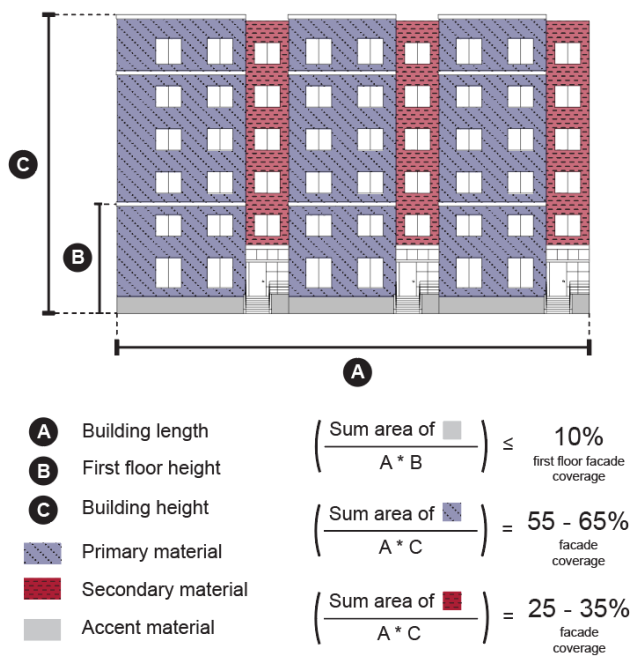
5.5 Building Materials

Intent

- To promote the use of high quality, durable, sustainable, and attractive materials that exhibit a sense of permanence and contribute to the aesthetic quality of the development and to the urban design fabric of the community.

5.5.1 Allowed Building Materials

1. **Variation in Building Materials.** Each façade shall include the following materials:
    a. Primary materials shall cover between 55 to 65% of each exterior (excluding windows, doors, garage doors, and building trim).
    b. High-quality primary materials such as brick, stone, ceramics, metals, fiber-cement panels, Shou Sugi Ban, or other composite panel systems may exceed 65% maximum. Panel systems shall not have exposed bolts or fasteners.
    c. A secondary material(s) shall cover the remainder of each façade (excluding windows, doors, garage doors, and building trim) from 25 to 35%.
    d. Durable finish and/or accent materials, including masonry, tile, stone, brick, and/or finished metal may cover up to 10% of the first floor of the front façade (excluding building trim).
2. **Prohibited Siding Materials.** Plywood, vinyl, plastic (and plastic laminate), and fiberglass, shall be prohibited siding materials.
3. **Building Component Colors.** All vents, gutters, downspouts, flashing, electrical conduits, etc., shall be painted to match the color of the adjacent surface.
4. **Signage.** Signage shall meet requirements of Milpitas Signage Ordinance.



6 Usable Open Space

Intent

- To create well designed common and private open spaces that serve multiple purposes, encourage gathering, improve the health and wellness of residents, and embraces nature in our built environment.

6.1 Rules for Distribution of Open Space

1. Usable Open Space may be provided as Publicly Accessible Open Space, Common Open Space, or Private Open Space.
    a. For (L) and (XL) projects, a minimum of 30% of required Usable Open Space shall be Common Shared Open Space.
    b. Publicly Accessible Open Spaces greater than 5,000 sf in continuous area may count as 1.2 times the amount of required common shared open space.

6.2 Open Space Types

6.2.1 Publicly Accessible Open Spaces

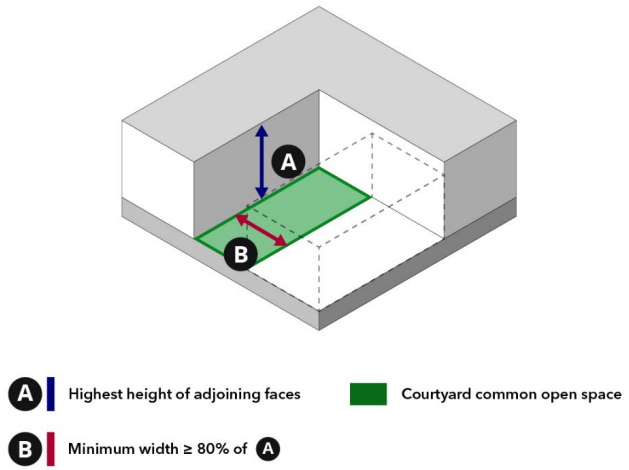
Publicly Accessible Open Space may include plazas, courtyards, seating areas, parklets, play areas, recreational facilities or equipment, dog parks, and usable green space, among others. Spaces may be provided that do not meet the standards below, but they may not be counted toward the required Usable Open Space.

1. If Publicly Accessible Open Space is provided, it shall meet the following standards:
    a. Shall be publicly accessible for a minimum 12 consecutive hours per day.
    b. Shall be accessible from a public right-of-way or from a publicly accessible lobby with signage including open space type, hours of access, and amenities visible from a public right-of-way.
    c. Shall have a minimum area of 1,000 square feet.
    d. Shall have a minimum dimension of 25 feet in any direction.
    e. Shall have permanent seating (e.g., seat walls, planter ledges, benches, picnic tables, and seating steps).
    f. A minimum of 60% of the area shall be open to the sky and free of permanent weather protection or encroachments. Trellises and similar open-air features are permitted.
    g. Shall have a minimum 20% of landscaping:
    h. A minimum of 20% of the open space area shall be planted with ground cover and/or shrubs.
    i. A minimum of one tree shall be planted per 400 square feet of the open space area.

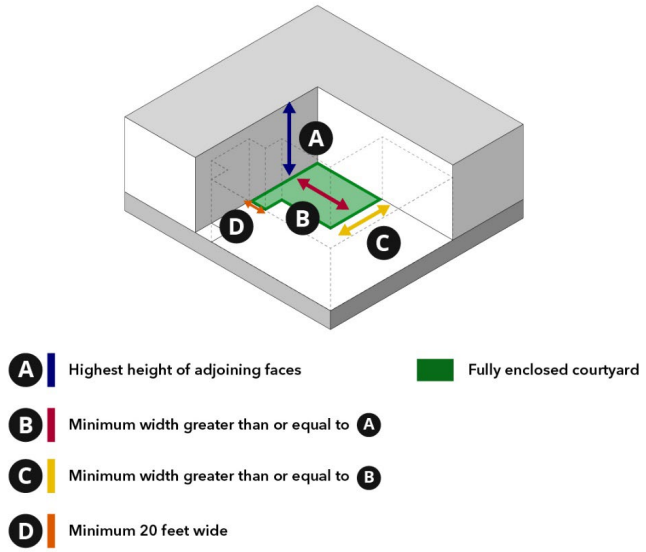
6.2.2 Common Open Space

This section applies to private common open space in residential subdivisions (including rowhouses), multi-family residential projects, and residential mixed-use projects. Private common open spaces are outdoor open spaces that are shared and accessible only to building residents and their visitors. Common open spaces may include courtyards, gardens, play areas, outdoor dining areas, recreational amenities, and rooftop open spaces. Spaces may be provided that do not meet the standards below, but they may not be counted toward the required Usable Open Space.

1. Common Open Space shall meet the following standards:
    a. Shall be immediately adjacent to common spaces, hallways, or residential units.
    b. Shall be accessible to all residents.
    c. Shall have a minimum width and length of 20 feet.
    d. Courtyard enclosed by three sides of a building shall have a minimum width that is equal to or greater than 80% of the highest height of the adjoining faces.



    e. Fully enclosed courtyards shall have one minimum dimension that is equal to or greater than the highest height (up to 80 feet) of the adjoining facades. The second dimension shall be equal to or greater than 80% of the highest height of the adjoining facades.



    f. A minimum of 60% of the area shall be open to the sky and free of permanent weather protection or encroachments. Trellises and similar open-air features are permitted.
    g. Minimum 20% of the open space area shall be planted with trees, ground cover, and/or shrubs.
    h. Shall have permanent seating.

6.2.3 Private Open Space

This section applies to personal private open space in multi-family residential and residential mixed-use projects. Private open space areas are intended for private use for each dwelling unit and may include balconies (covered or uncovered), private gardens, private yards, terraces, decks, and porches, among others. Spaces may be provided that do not meet the standards below, but they may not be counted toward the required Usable Open Space.

1. If Private Open Spaces is provided, it shall meet the following standards:
    a. Shall be directly accessible from a residential unit.
    b. Balconies shall have a minimum dimension of 6 feet in depth and width.
    c. Balconies shall have a minimum floor area of 50 square feet.
    d. Patios shall have a minimum dimension of 8 feet in depth and width.
    e. Patios shall have a minimum floor area of 64 square feet.
    f. Floor to ceiling height shall have a minimum dimension of 8.5 feet.
    g. May be covered but not fully enclosed.
    h. Ground level private open space shall be screened or buffered from adjacent private or common open space and dwellings by landscaping, fencing, walls, trellises, or other screening elements.

Milpitas Residential and Mixed-Use Objective Design Standards

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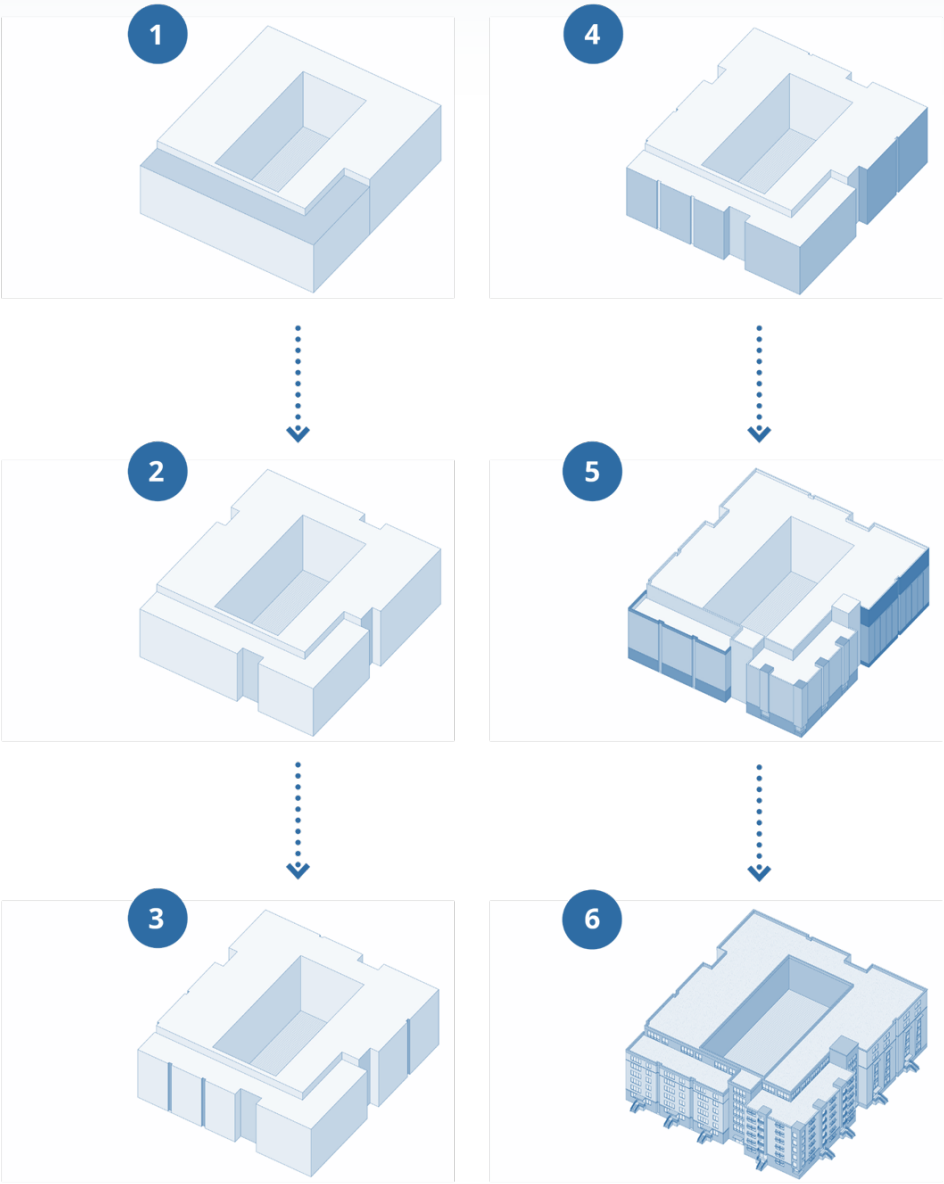

Milpitas

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1 PURPOSE AND APPLICABILITY

1.1 Purpose

1.1.1 Overview

The development of residential multi-family projects and mixed-use projects in the City of Milpitas is regulated by a variety of documents including the *General Plan,* Zoning Ordinance, Specific Plans, and other topic specific ordinances. Following the passage of California State Senate Bill 330 (*SB 330*), the City of Milpitas is required to adopt objective design standards and streamline its housing development and review process to ensure high quality design and facilitate the efficient delivery of new residential units.

Senate Bill 330 (SB 330) defines objective design standards as any standard that: "*[Involves] no personal or subjective judgment by a public official and that is uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official before submittal of an application.*" (SB 330, Section 66300.7) These standards contain concise and quantifiable language that are designed for consistent interpretation by applicants, reviewers, and approval bodies alike.

1.1.2 Goals

The purpose of these objective design standards is to provide city-wide regulations that allow flexibility in design but require applicants of multi-family or mixed-use projects featuring residential use to adhere to a clear set of rules that facilitate an efficient review process and result in buildings that are appropriate for their context and environment.

In application, these objective design standards are intended to accomplish several key goals:

- Preserve the character of Milpitas' neighborhoods by balancing the form and design of existing development with new construction techniques.
- Encourage human-scaled buildings that adhere to existing zoning regulations and promote high quality site and building design.
- Emphasize a pedestrian-oriented environment where buildings and public realm design are cohesive and complementary of a diverse range of uses.

1.1.3 Additional Documents

Development across Milpitas may be subject to additional regulations other than the standards detailed in this document. Because development projects throughout the City are unique by use, character, needs and geographic location, no single document or process can address all aspects of project design. Please refer to these documents for additional information and standards that may apply to specific or unique development contexts.

This list is not exhaustive, and applicants may be required to satisfy other standards during the time of development review. Where a conflict exists between the standards in this document and the Zoning Ordinance, this document shall prevail. Where a conflict exists between the standards in this document and Specific Plans, those Specific Plan regulations shall prevail.

- *General Plan 2040*
- *Milpitas Zoning Ordinance*
- *Midtown Specific Plan (update pending)*
- *Metro Specific Plan (update pending)*
- *Bicycle/Pedestrian & Trails Plan (update pending)*
- *Climate Action Plan (2013, update pending)*
- *Housing Element (2015, update pending)*
- *Parks & Recreation Master Plan (2021)*
- *Streetscape Master Plan (2000)*
- *Utilities Master Plan (update pending)*

1.2 Organization of Object Design Standards

The Objective Design Standards are organized into a preamble, Purpose and Applicability and four sections: Site Planning, Site Design, Building Design, and Usable Open Space. The purpose outlines the high-level goals of the section and draws from Goals and Policies of the *Milpitas General Plan 2040*. Within each section, subsections organize one or more design standards that will regulate specific design guidance. The design guidance is provided for each subsection with an intent statement that outlines *General Plan 2040* and other planning policies and specific intent of the standards that follow.

1.3 Applicability

1.3.1 Applicable Project Types

These Objective Design Standards apply to all new construction projects that meet the following criteria:

1. **Multi-family projects**. Defined as a project consisting of multifamily residential uses only with 2 or more Dwelling Units
2. **Mixed-use projects, featuring a combination of residential and other uses.** Defined as a project consistent of a mix of multifamily residential and nonresidential uses, where at least two-thirds of the square footage of the development is designated for residential use

All other project types, including single-family homes, commercial-only projects, and interior renovations less than 30% of floor area are not subject to these objective design standards but must satisfy existing development standards in the Zoning Ordinance, and Specific Plan Guidelines (if applicable).

1.3.2 Design Standards by Building Type and Project Size

The Objective Design Standards provide design standards based on the size of a project and building size. For "Large/Master Planned" projects (see definition below), unique Site Planning standards apply to ensure new large-scale development projects integrate within the fabric of the existing community, are designed to accommodate pedestrian access and activity, and encourage walkability. Specific Building Design standards are provided by the type and size of buildings. The applicability of the size-based standards is indicated in parentheses following the Design Standard's title. The name and definition of project size and building types are as follows:

Large Sites/Master Planned Projects

- Sites greater than 5 acres, and
    a. Any one of the following:
- Sites requiring subdivision (but not including subdivisions internal to buildings for condominium division):
    a. Sites with a horizontal mix of uses; or
    b. Development project including new public or private streets

Building Types

- **(S) Small -** House-like/Multiplex Buildings
    a. Up to 3 stories
    b. Maximum height of 35 feet
    c. Building types include cottage clusters, duplexes, triplexes, fourplexes, or combinations of these types.
- **(M) Medium** – Middle Housing
    a. Up to 4 stories
    b. Maximum height of 45 feet
    c. Building types include rowhouses, walk-up multi-plex buildings, garden style apartments
- **(L) Large** – Mid-rise Buildings
    a. Greater than 4 stories
    b. Up to 90 feet in height
    c. Occupied finished floor less than height of 75 feet
    d. Building types include mid-rises, podium buildings, wrapped structures
- **(XL) Extra Large** – High-rise Buildings
    a. Any building greater than 90 feet in height.
    b. Any building with an occupied finished-floor greater than 75 feet in height.

1.3.3 Special Conditions in Site Design

Section 3.9 provides specific Site Design standards for special conditions depending on adjacent conditions. These design standards supersede other design standards for the applicable condition listed. Special conditions consider adjacency to the following:

- Lower Density Development
- Major Roadways
- Freeways
- Railroads
- Natural Areas/Creeks/Channels

1.3.4 Exceptions and Exemptions

All applicable projects are required to comply with Objective Design Standards. Should a project not be able to or choose not to adhere to the Objective Design Standards, a project may seek approvals through the following paths:

1. **Minor Exceptions and Exemptions**. If an applicant is unable to meet certain Objective Design Standards, applicant may request up to three (3) exceptions/exemptions. This allows for limited discretionary review and flexibility for projects that may have a physical constraint or alternative architectural solution to specific standards. Direct of Planning will have full right to deny a project requesting these exceptions/exemptions.
    a. Requests shall be made by the applicant in writing to the Director of Planning.

   b. Applicants requesting an exception/exemption shall provide findings on how their project meets the Purpose and Intent statement for each topic where the exception/exemption is requested.
   c. Applicant shall document constraints to meeting the standard.
   d. Exceptions/exemptions from quantitative standards shall not deviant more than 10% plus or minus from the standard.
2. **Discretionary Review Path**. Applicant may choose the Discretionary Review Path if they choose not to meet the Objective Design Standards. The Discretionary Review Path voluntarily takes a project outside of requirements including time of review and limit on number of public meetings for projects seeking non-discretionary approvals based on SB330.
   a. Applicant shall provide findings on how their project meets the Purpose and Intent statement for each Topic in ODS
   b. Applicants may be subject review by the Planning Commission
   c. Applicants may be subject to community meetings

1.4 Definitions

Active Frontage: Active frontages are building frontages with active uses where there is a visual engagement between those in the street and those on the ground floor. Active uses are uses that generate many visits, in particular pedestrian visits, over an extended period of the day. Active uses may be shops, cafes, other social uses, and shared assessor spaces. Higher density residential and office uses also can be active uses for particular periods of the day by providing additional entries to individual units or ground floor office spaces

Block Length: The length of parcel or series of parcel measuring from the edge of one public right-of-way or public access easement to another.

Building Façade Length: The overall length of a façade without a full break in the building.

Build-To-Zone: The area between the minimum and maximum setback lines within which a building's front façade is to be located.

Chicane: A traffic calming measure that includes horizontal shift in the drive lane(s) that is meant to slow vehicle speeds.

Development Parcel: Any tract of land on which development can occur. This includes platted lots and un-platted parcels but excludes any public right-of-way.

Façade Plane: Any stretch of a building façade existing along the same axis line, regardless of pattern differentiation or change in rhythm.

Façade Composition: The expression of a façade through a variety of techniques such as forms, patterns, fenestration, elements, details, materials, texture, finishes, etc. *Façade Composition* is used to create the architectural character and design theme of a building.

Façade Modulation: A change in building plane though the recess or projection of sections of a façade with a minimum depth of 2 feet. *Façade Modulation* is used to shape a building's exterior massing.

Foot-candle: A foot-candle is a non-SI unit of illuminance or light intensity. The foot-candle is defined as one lumen per square foot.

Human-Scaled Architecture: Building and urban design elements designed to meet the proportional, physical, and psychological needs of the human body. This could include creating a walkable block structure, architectural elements and details that are visible and perceivable to pedestrians, and building massing the reflects the rhythm, pattern, and size of interior spaces.

Landscaped Area: Surface area dedicated for planting of trees, shrubs, flowers, grass, ground cover, or other horticultural elements.

Mid-Block Connection: A public right-of-way or private land area with a public access easement that connects from one public right-of-way to another public right-of-way.

Pedestrian Pathway: A walkway or sidewalk that connects into or through a development.

Planter: An above grade container for planting.

Podium: The lower floors of a building that form the "base" of a building typically including a courtyard level above. Podiums typically include structured parking, a courtyard level above, a different and larger floorplate than floors above, and may be a different construction type than the rest of the building.

Podium Level: The level directly above the Podium. The Podium Level typically includes a courtyard, a smaller building area than the levels below, and a change in construction type.

Primary Building Frontage: The building frontage that abuts the most primary of streets, Pedestrian Pathway, or Mid-Block Connection surrounding the building. In the case of a through-lot, the primary building frontage could be on either public right-of-way.

Primary Building Entry: The entrance to a building typically leading to a lobby, courtyard or other large, shared space that is accessed from the primary building frontage.

Primary Façade Plane: Majority area of the façade that is in the same plane.

Private Street: Any street that is not owned by the City. Private streets often have public access easements to allow passage into or through a private development.

Publicly Accessible Open Space: Public Open Spaces that are provided on private property with a public access easement and most often built and maintained by a private entity.

Shared Street/Woonerf: A type of street that includes shared spaces between pedestrian and vehicles. These streets are meant for very low speeds and may not include curbs.

Sidewalk and Sidewalk Design Terms: Sidewalks are divided into three zones from the curb to the building face:

1. Landscape/Furniture Zone,
2. Pedestrian Clear Zone, and
3. Frontage/Setback Zone.

The Landscape/Furniture Zone is where street trees, traffic control devices, and lighting are located, and provides a buffer between where people walk and the street. The Pedestrian Clear Zone is where movement of people is the priority. Sidewalks or other hardscape surfaces meant for foot traffic are its defining component. Last is the Frontage/Setback Zone, which is on private property and provides a transition or buffer between buildings and the public realm and allows people to access buildings without interfering with pedestrian movement. Sidewalks

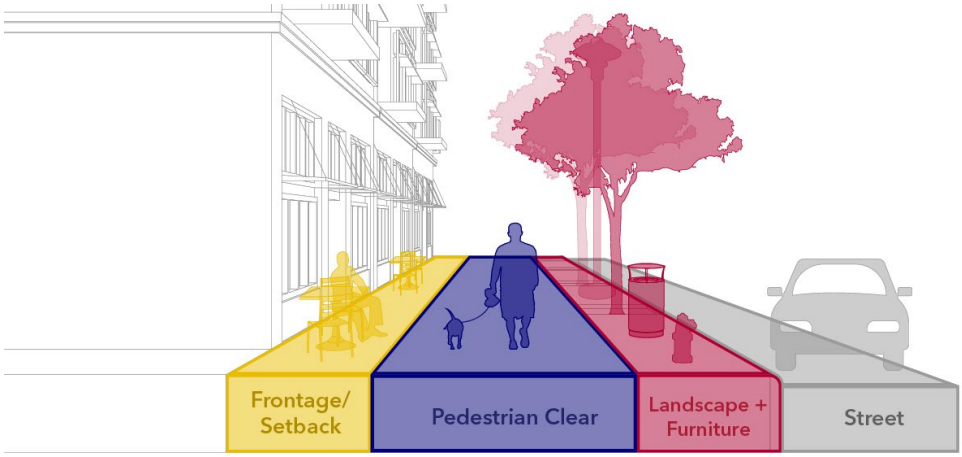
in public and private streets shall be designed in accordance with the zones illustrated in Figure 1 (*Description of Zones*) and Figure 2 (*Illustrative Sidewalk Sections*).

Figure 1. Description of Zones

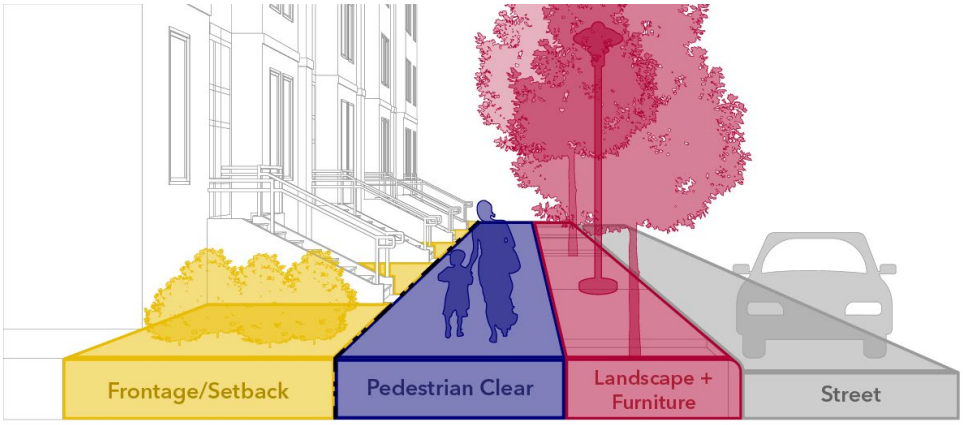
Frontage		Sidewalk		Street
Building Setback	**Frontage Area**	**Pedestrian Clear Zone**	**Landscape/Furniture Zone**	**Vehicles/Bike Lanes**
Mixed-Use • Sidewalk Dining • Outdoor Displays • Public Art • Seating • Trees/Planting *Residential* • Stoops • Porches • Front Yards • Trees/Planting		• Sidewalk	• Street Trees/Planting • Street Lighting • Seating • Bike Parking • Public Art • Outdoor Dining • Bus Shelters • Utilities (e.g., hydrants)	• Street Parking • Bike Lanes • Drop-off Zones • Parklets • Bus Stops • Railroad tracks

Figure 2. Illustrative Sidewalk Sections

Mixed-Use Frontage



Residential Frontage



2 SITE PLANNING

Purpose

- To provide standards for the public realm including sidewalks, streets, and publicly accessible open spaces. These spaces may be public or privately owned.
- To set building standards and define building envelope
- To provide standards to divide up large blocks and/or create planned communities with multiple buildings or parcels.

Intent

- To ensure walkability, connectivity, and appropriately scaled buildings by creating pedestrian-scaled blocks with streets, paths, and open spaces for people to gather and connect throughout the city.

2.1 Block Structure

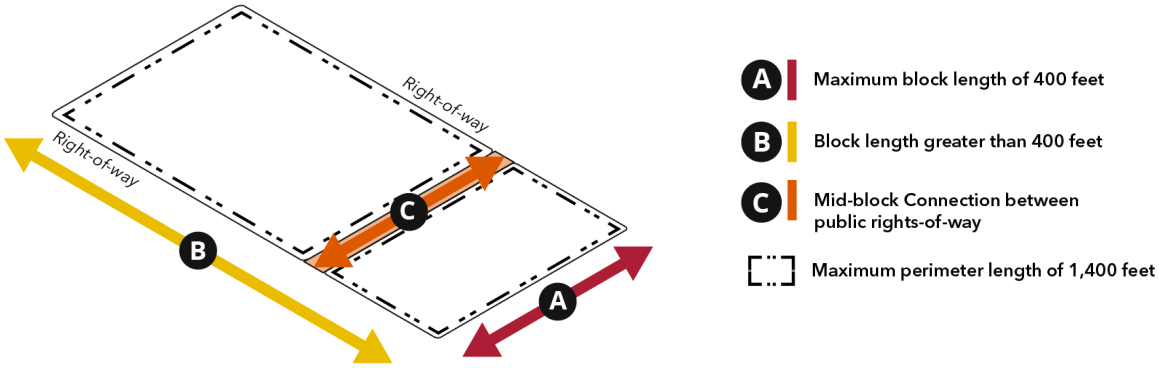
Intent

- Integrate new large-scale development projects into the fabric of the existing community (LU 5-1)
- Reduced block size in new developments to develop a grid or modified grid network to enhance walkability (CIR 1-5)
- Provide pedestrian and vehicular connections with cross-access easements within and between the existing developments to encourage walking. (CD 10-11)

2.1.1 Maximum Block Length

1. All projects shall have maximum Block Length of 400 feet and a maximum perimeter length of 1,400 feet.
2. Existing, new, or assembled parcels or blocks with a Block Length greater than 400 feet shall provide at least one Mid-Block Connection that connects from one public right-of-way to another public right-of-way or public access easement.
3. Mid-Block Connections may be one of the following:
    a. Public Street
    b. Paseo/Pedestrian Path
    c. Shared-Street/Woonerf
    d. Private Street

4. *Mid-block Connections* shall include Public Access Easements for all pedestrian pathways and vehicle lanes (if provided).



2.2 Mid-Block Connections

Intent

- Support a complete streets approach to designing new streets and retrofitting existing streets by encouraging streets to provide stimulating settings; improve safe walkability, bicycling, and transit integration; strengthen connectivity; and enhance community identity through improvements to the public right-of-way such as sidewalks, street trees, parkways, curbs, human-scaled street lighting, and street furniture. (CD 6-1)
- Design private streets to appear and function like public streets. Include street trees and sidewalks and connect sidewalks to those located within the adjacent public rights-of-way. (CD 6-2)
- Within private developments that include multiple streets, encourage the construction of multi-use paths to provide direct pedestrian and bicycle linkages between streets and beyond the project.
(CD 10-10)

2.2.1 Mid-block Connections

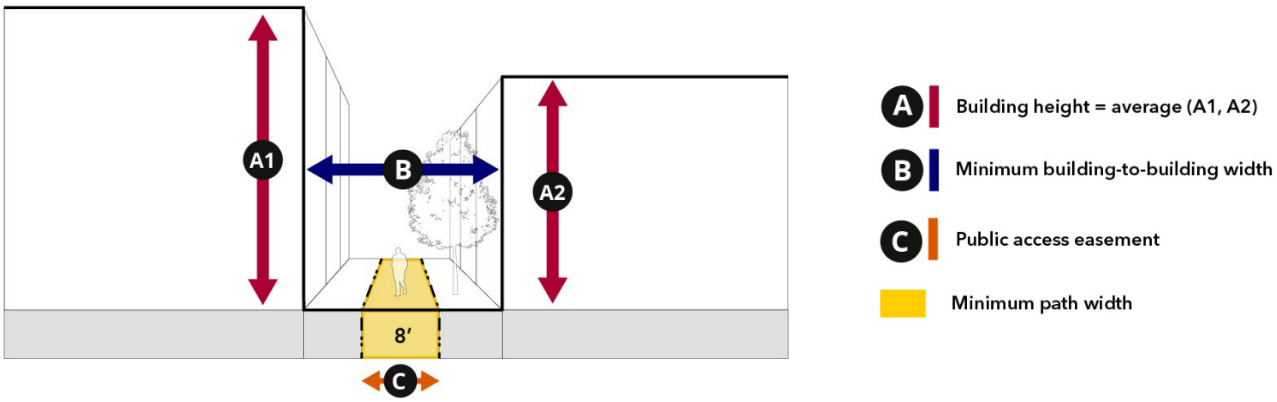
1. Mid-block Connections shall be either a Paseo/Pedestrian Path, Shared Street/Woonerf, or Private Street and shall meet the standards below.
2. Mid-block Connections shall include public access easements and shall be privately maintained.
3. Public access easements shall cover all property between back-of-walk and all drive aisles.
4. Mid-block Connections shall meet all stormwater management and c.3 requirements.

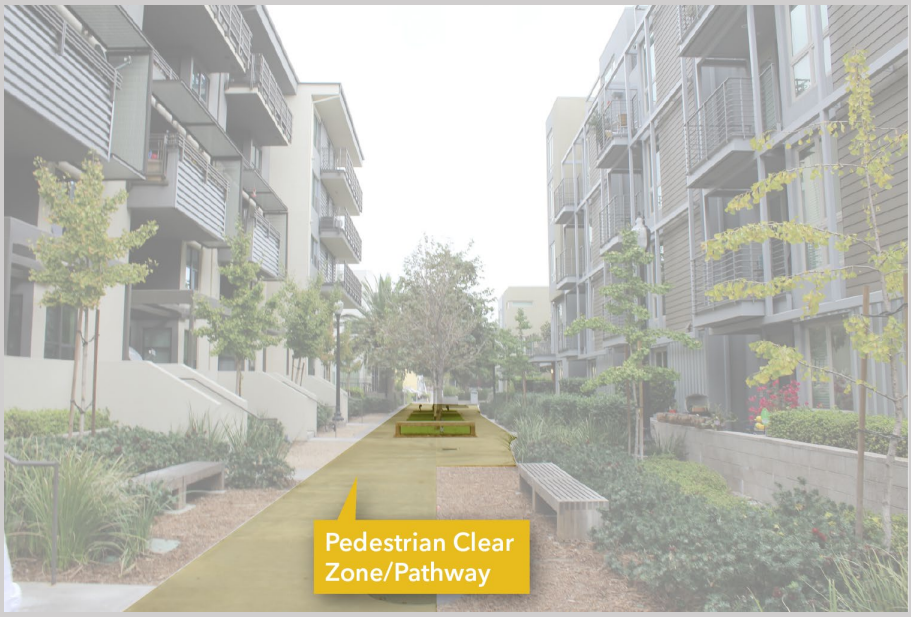
2.2.2 Minimum Building Setbacks for private streets and publicly accessible pedestrian pathways

5. Primary building frontages for residential buildings shall be set back a minimum of 5 feet from a public access easement or back of pedestrian pathway, whichever is closer to the building frontage.
6. No building setbacks are required along alleys.

2.2.3 Paseo/Pedestrian Path

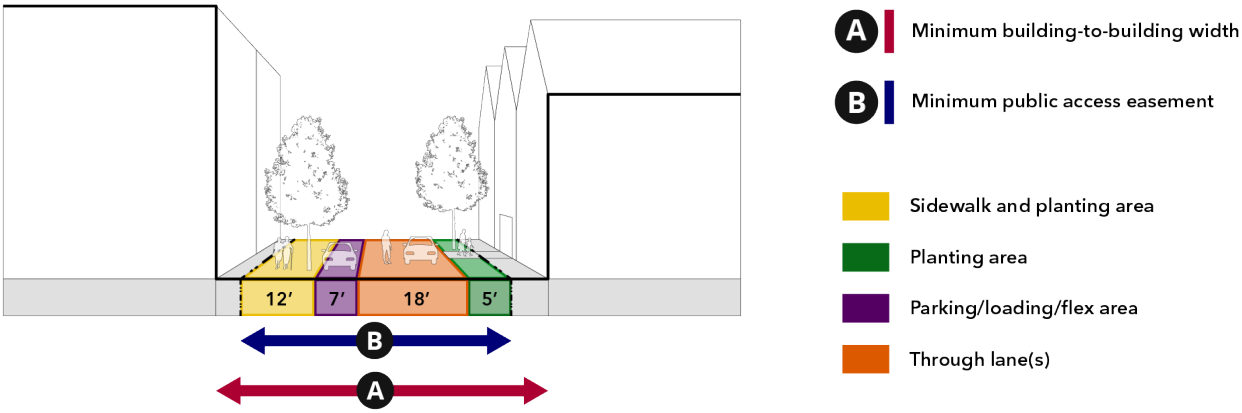
1. Minimum width (building-to-building):
    a. Minimum width of 20 feet for all conditions.
    b. For any segment of a paseo/pedestrian paths with adjacent buildings greater than 35 feet in height, the building-to-building dimension shall exceed a average building height to width ratio of 1.5 to 1. (example: 35' building height = 23.3' path width; 65' building height = 43.3' path width). Minimum required building-to-building width shall not exceed 50 feet regardless of adjacent building heights.
1. Minimum Pedestrian Pathway width: 8 feet
2. Minimum public access easement width: 8 feet or 1/3rd of overall width, whichever is greater.
3. Diagrammatic section shows option for compliance:

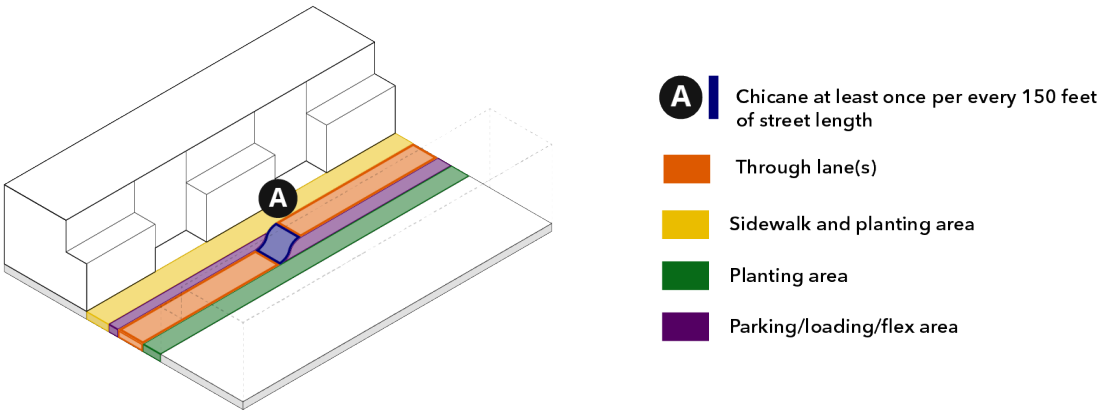




2.2.4 Shared Street/Woonerf

1. Minimum width (building-to-building):
    a. Minimum width of 54 feet for all conditions.
    b. For any segment of a shared street/woonerf with adjacent buildings greater than 35 feet in height, the building-to-building dimension shall exceed a minimum building height to width ration of 1.2 to 1. Minimum required building-to-building width shall not exceed 75 feet regardless of adjacent building heights.
2. Sidewalks:
    a. Shall be located on at least one side of the street
    b. Minimum of one sidewalk on one side of the street with a width of 12 feet including landscape/furniture zone area; minimum 6 feet pedestrian clear zone sidewalk width; minimum 5-foot-wide landscape/furniture zone area.
    c. On side of the street where no sidewalk is provided adjacent to the through lane, a minimum 5-foot-wide planting area shall be provided between throughway and edge of easement.
3. Vehicle Access:
    a. Vehicle throughway shall include two through lanes with a total minimum width of 18 feet* (*Fire Department requirements supersede minimum width standards)
    b. Vehicle access shall chicane (horizontal shift in throughway) at least once per every 150 feet of street length
    c. If provided, parking/loading/flex lanes shall have a minimum width of 7 feet
4. Minimum public access easement width (if required):
    a. 42 feet or from back-of-walk to back-of-walk
5. Diagrammatic sections shows option for compliance:

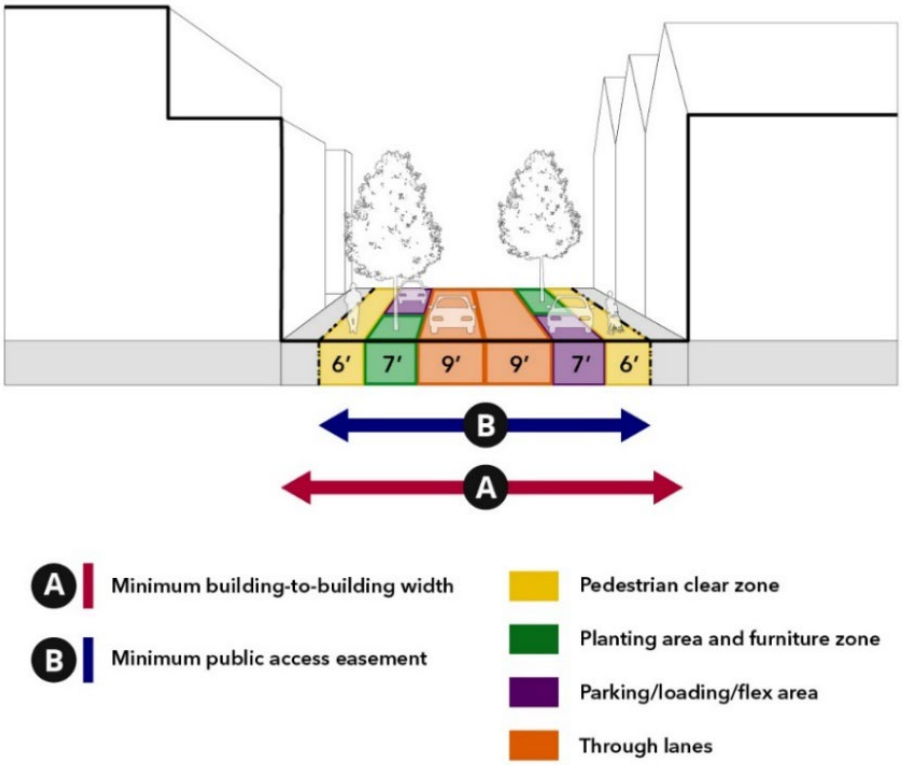


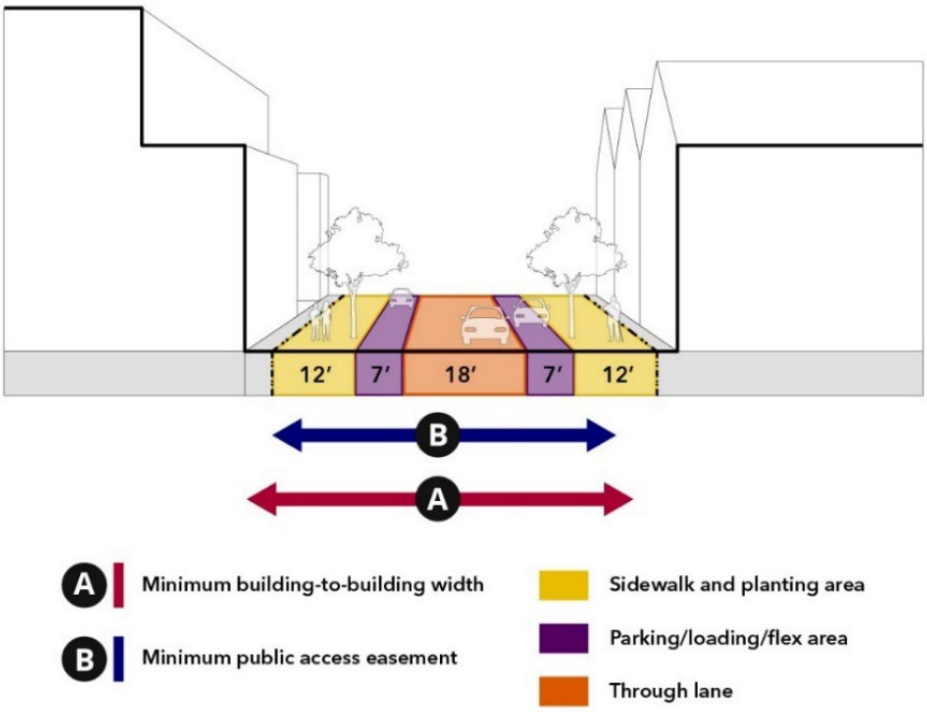


2.2.5 Private Street

1. Minimum width (building-to-building), whichever is greater:
    a. Minimum width of 54 feet for all conditions.
    b. For any segment of a shared street/woonerf with adjacent buildings greater than 35 feet in height, the building-to-building dimension shall exceed a minimum building height to width ration of 1.2 to 1. Minimum required building-to-building width shall not exceed 75 feet regardless of adjacent building heights.
2. Sidewalks:
    a. Shall be located on both sides of the street
    b. Minimum 6 feet pedestrian clear zone sidewalk width
3. Landscape/furniture zone:
    a. Shall be located on both sides of the street.
    b. Minimum width of 6 feet
    c. Shall be located in one of the following locations:
        i.) Between the Pedestrian Clear Zone and curb; or
        ii.) Within parking/loading/flex area if the planting areas are a minimum length of 6 feet and occur at a minimum of one per every 40 linear feet.
4. Vehicle Access:
    a. Through lanes shall have minimum width of 9 feet*
    (*Fire Department requirements supersede minimum width standards)
    b. If provided, parking/loading/flex lanes shall have a minimum width of 7 feet.
    c. Where provided, curbs shall be a minimum 6" in height. Rolled curbs are prohibited.
5. Minimum public access easement width (if required):
    a. 44 feet or from back-of-walk to back-of-walk

6. Diagrammatic sections showing options for compliance:





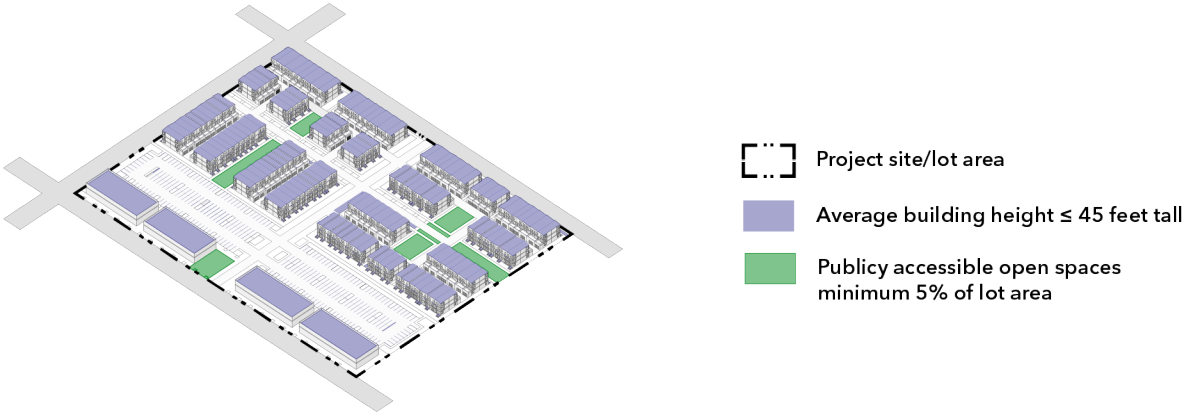
2.3 Shared/Publicly Accessible Open Space (Large Sites/Master Planned Only)

Intent

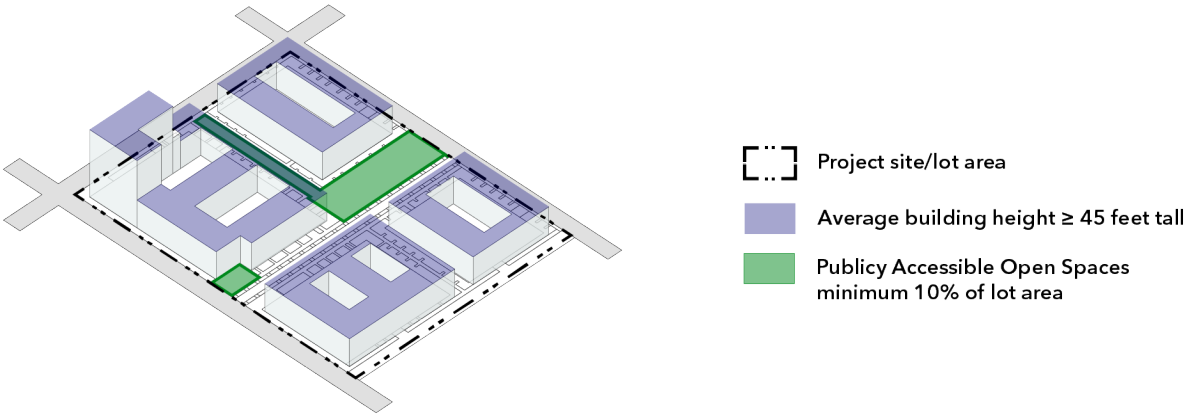
- Promote vibrant, publicly accessible spaces that encourage gathering and other active uses. Place a variety of uses adjacent to public spaces at sufficient concentrations to encourage the use of the spaces throughout the day and night. (CD 9-1)
- Encourage the incorporation of publicly accessible spaces, such as plazas and pocket parks, into new and existing commercial, multi-family, and mixed-use developments to encourage social interaction. The spaces should be appropriately scaled and programmed and compliment the characteristics of the district and/or neighborhood and the surrounding development. (CD 9-3)
- Configure buildings to provide "outdoor rooms," including, but not limited to courtyards, paseos, and promenades. (CD 9-5)
- Maximize public exposure and view of park lands for scenic and security purposes. (CD 9-6)

2.3.1 Required Publicly Accessible Open Spaces

1. Shared Publicly Accessible Open Space shall be required for all Large Site/Master Planned Site projects. These requirements are in addition to minimum Usable Open Space requirements provided in Section 5.2 or provided for in the Zoning Code. Publicly Accessible Open Space provided to meet the requirement below may be counted towards the Park and Open Space Requirements in Section XI-1-9 (Park Dedication) of the Milpitas Subdivision Ordinance (Title XI, Chapter 1)
    a. For projects with an average building height less than 45 feet, Publicly Accessible Open Spaces shall be equal to or greater than 5% of lot area.

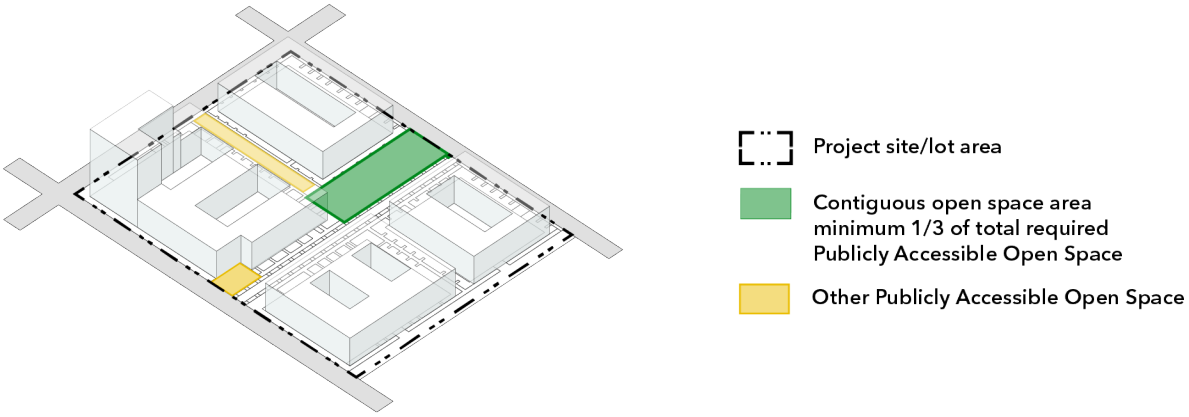


b. For projects with an average height greater than 45 feet, Publicly Accessible Open Spaces shall be equal to or greater than 10% of lot area.



2.3.2 Minimum Design Requirements

1. Publicly Accessible Open Space shall include one contiguous open space that is equal to or greater than 1/3 of the required Publicly Accessible Open Space area.
2. Publicly Accessible Open Space shall have a minimum length and width of 40 feet.
3. Publicly Accessible Open Spaces shall be located adjacent to a public right-of-way, or visible from a public right-of-way and connected to a public sidewalk with a public access easement with a pedestrian pathway that is less than 100 feet in length.
4. A public access easement shall be provided for the entire Publicly Accessible Open Space.
5. Required building setback areas shall not be counted as Publicly Accessible Open Space.



2.4 Services and Utilities (Large Sites/Master Planned Only)

2.4.1 Mail Delivery

1. The following standards shall be met for all projects but may be superseded by USPS requirements.
    a. All Large Sites/Master Planned Projects shall meet with U.S. Postmaster for project review prior to submittal of plans to the City for review.
    b. Mailbox(es) within a single multifamily or mixed-use building shall be located within shared lobbies. If a shared lobby is not provided, mailboxes shall be located adjacent to a primary pedestrian pathway.
        i. Mailbox(es) shall not be located such that access is situated from a public street or public sidewalk adjoining a public street.

3 SITE DESIGN

Purpose

- To set standards for building orientation, site access, landscaping, and utilities.
- To enhance public safety through strategic environmental design
- To define special conditions and set unique standards for these locations.
- To define location and uses for active frontages.

Intent

- To ensure quality design and site layouts that increase pedestrian comfort and safety, increase pedestrian and occupant activity, encourage visual connections between inside and outside spaces, and add to the interest and character of the place.

3.1 Sidewalk Design

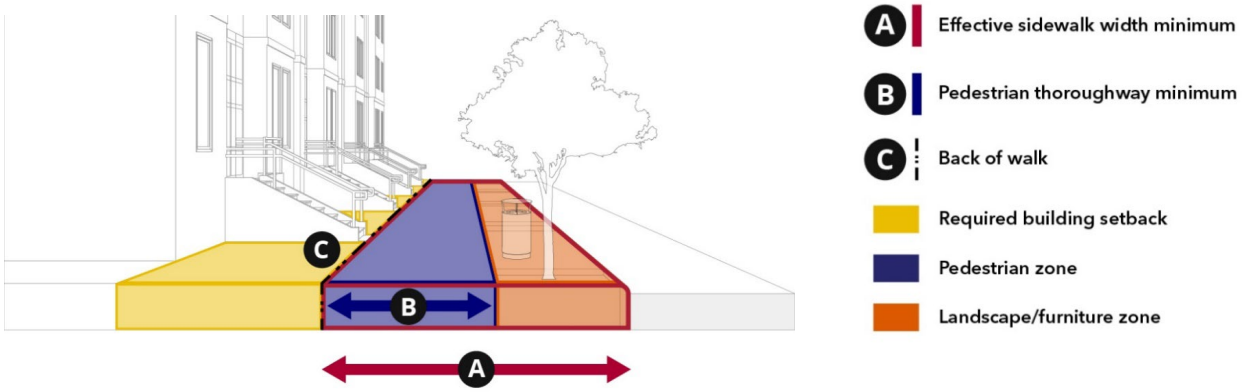
Intent

- Support a complete streets approach to designing new streets and retrofitting existing streets by encouraging streets to provide stimulating settings; improve safe walkability, bicycling, and transit integration; strengthen connectivity; and enhance community identity through improvements to the public right-of-way such as sidewalks, street trees, parkways, curbs, human-scaled street lighting, and street furniture. (CD 6-1)

- Design sidewalks to create a safe, comfortable pedestrian experience by making sidewalks sufficiently wide to support circulation and outdoor activities related to adjacent land uses, planting a continuous trees canopy, and placing sidewalk furniture on regular, frequent intervals that do not impede travel or accessibility. (CD 10-4)

3.1.1 Effective Sidewalk Widths

1. For projects fronting a public street right-of-way, sidewalks shall meet the following standards:
    a. **Residential projects.** A minimum effective sidewalk width of 12 feet with a minimum 6-foot-wide pedestrian clear zone and 5-foot-wide landscape/furniture zone.
    b. **Mixed-use projects with ground floor commercial.** A minimum effective sidewalk width of 15 feet with a minimum 9-foot-wide clear pedestrian zone and 5-foot-wide landscape/furniture zone.
    c. **Public Service Utilities Easement (PSUE).** Where a PSUE exists on a property, developer shall work with City to determine how the PSUE will relate to Objective Design Standards. Generally, PSUE will take precedence over ODS.
2. If the existing public sidewalk does not meet this minimum standard, a public access easement in the setback area shall be granted to extend the sidewalk width to the required minimum dimensions.
3. Building setbacks shall be measured from back-of-walk or new back-of-walk (after dedication/easement).



3.2 Building Orientation

Intent

- Promote consistent development patterns along streets, particularly by how buildings relate to the street, to promote a sense of visual order, and provide attractive streetscapes. (CD 6-5)
- Configure buildings to provide "outdoor rooms," including, but not limited to courtyards, paseos, and promenades. (CD 9-5)
- Locate building access points along sidewalks, pedestrian areas, and bicycle routes, and include amenities that encourage pedestrian activity. (CD 3-10 B)

3.2.1 Building Frontages

1. Primary building frontages for all residential buildings or mixed-use buildings shall face a public sidewalk or publicly accessible pathway.

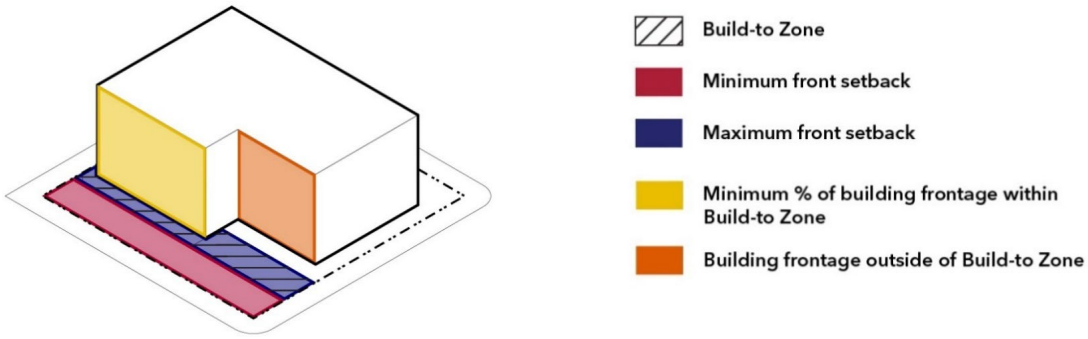
3.2.2 Pedestrian Connections

1. Primary entries to buildings or units shall be connected to a public sidewalk or publicly accessible pathway with a pedestrian pathway with the following minimum width dimensions:
    a. Single-family home/single residential unit: 3.5 feet
    b. Entrances serving 2 units: 4 feet
    c. Entrance serving 3 to 8 units: 5 feet
    d. Entrance serving 8 to 20 units: 6 feet
    e. Entrance serving more than 20 units: 8 feet

3.2.3 Building Setback/Build-to-Zone

1. Buildings shall occupy a minimum percentage of the Build-to-Zone. The Build-to-Zone is defined as the area between the minimum and maximum building setbacks from the front property line excluding areas for Mid-block Connections, Primary Connections, Secondary Connections, or Publicly Accessible Open Space.

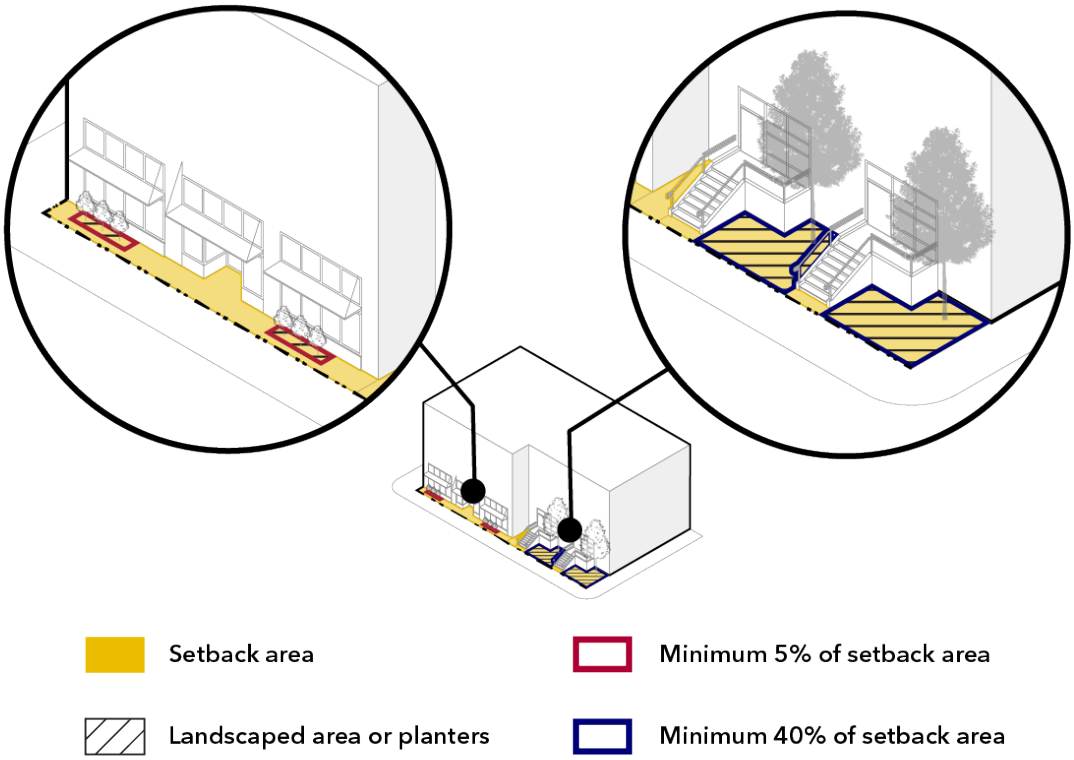
Building Type (see Section 1.3.a)	**Minimum percentage of the building frontage within the build-to-zone**
Small (S)	50%
Medium (M)	60%
Large (L), Extra Large (XL)	60%
Mixed-Use with ground floor commercial storefront frontages	70%



3.3 Building Setback Character

3.3.1 Landscaping

1. Required front setbacks shall provide a landscaped area to create a transition between public and private space. The following standards apply, based on intended use and exclusive of areas devoted to outdoor seating, front porches, door swings of building entries, and Publicly Accessible Open Space:
    a. Ground floor storefront commercial uses shall have a minimum of 5% of the setback as landscaped area or planters.
    b. Live/work and ground floor office uses shall have a minimum of 20% of the setback as landscaped area or planters.
    c. Ground floor residential uses shall have a minimum of 40% of the setback as landscaped area or planters. Front setbacks that are 15 feet or greater shall include at minimum one tree per 40 linear feet of street frontage between the back of walk and building façade. Spacing of trees may vary.



3.3.2 Encroachments

1. The following elements are allowed within required front setback areas and required primary frontage setbacks. See Section XI-10-55.05 (Projections Allowed Into Required Yards/Setbacks) of the Milpitas Municipal Code for additional regulations.
    a. Building elements including bay windows, turrets, or other architectural features intrinsic to the building structure. The bottom of the architectural feature shall be a minimum 8 feet above grade. No more than 50% of the façade area may have these elements project into the minimum setback area.
    b. Weather protection structures such as canopies, sunshades, or other similar features. The bottom of the architectural feature shall be no lower than eight feet above grade.
    c. Terraces, porches, or balconies.
    d. Stoops and/or stairs to building entrances.
    e. Handrails.
    f. Fences that are no taller than 42 inches and at least 40% transparent, except where municipal code requires a higher transparency.
    g. Landscape planters and low walls not exceeding 30 inches in height from sidewalk grade.
    h. Bicycle parking.
    i. Permanent seating.
    j. Public art.
    k. Outdoor dining.

3.4 Ground Floor Uses

Intent

- To create a coherent and active interface between private development and the public realm that contributes to the sense of place and structure of the neighborhood and enhances the public's experience.
- Promote consistent development patterns along streets, particularly by how buildings relate to the street, to promote a sense of visual order, and provide attractive streetscapes. (CD 6-5)
- Locate building access points along sidewalks, pedestrian areas, and bicycle routes, and include amenities that encourage pedestrian activity (CD 3-10B)

3.4.1 Active Frontages (M) (L) (XL)

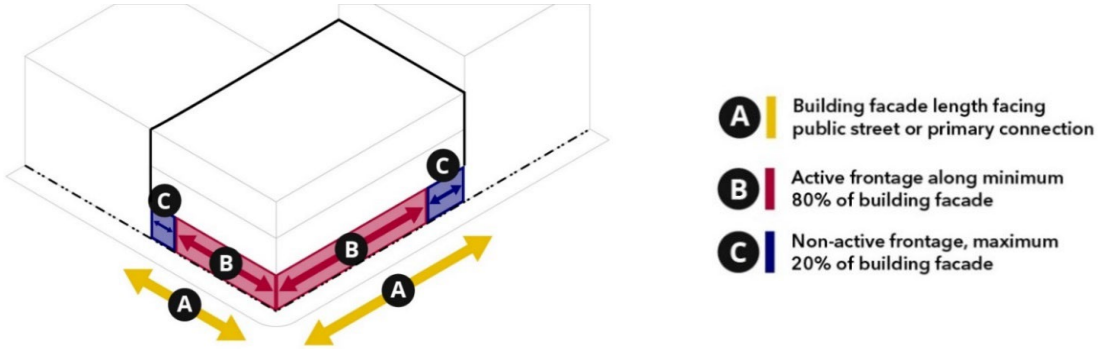
Active frontages are building frontages with active uses where there is a visual engagement between those in the street and those on the ground floor. Active uses are uses that generate many visits, in particular pedestrian visits, over an extended period of the day. Active uses may be shops, cafes, other social uses, and shared accessory spaces. Higher density residential and office uses also can be active uses for particular periods of the day by providing additional entries to individual units or ground floor office spaces. Active frontages are specified below in Section 3.3.3.1.

3.4.1.1 Active Frontage Types

1. Active frontage types shall consist of one or more of the following ground-floor uses:
    a. Storefront Commercial
    b. Ground Floor Office
    c. Live/Work
    d. Ground Floor Residential Units with individual unit entries
    e. Ground Floor Residential Accessory Spaces (e.g., indoor community spaces)

3.4.1.2 Active Frontage Requirements

1. Active Frontages are required for a minimum of 80% of each building façade facing a public street or publicly accessible pathway with adjacent Primary Building Frontages.
2. Active Frontages shall comply with the standards in Section 5.1 Ground Floor Design
3. Active Frontages and active use types may be further regulated by zoning, specific plans, development agreements, or other binding legislation.

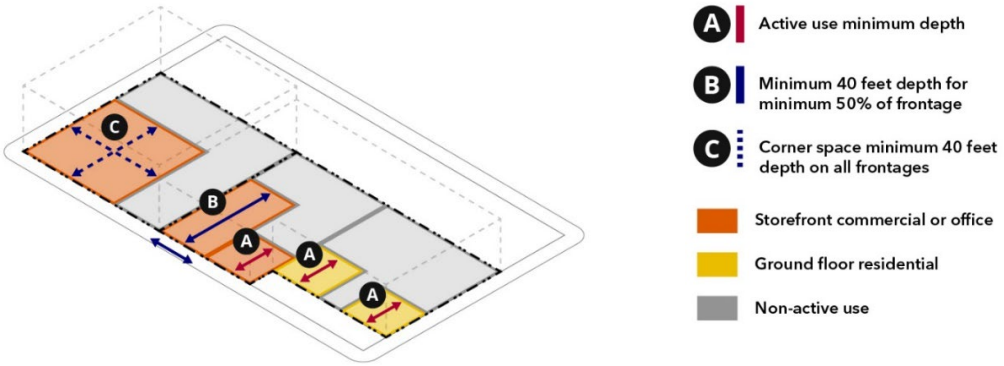


Addison Arts Apartments. Berkeley, CA

3.4.1.3 Minimum Depth of Active Uses

1. Active Frontage uses shall have a minimum interior depth of gross building area by use type (lesser dimensions are allowed but may not be counted as Active Frontage):
    a. Storefront Commercial: 20 feet minimum; a minimum of 50% of frontage shall have a minimum depth greater than 40 feet; Corner spaces shall have a minimum depth of 40 feet.
    b. Ground Floor Office: 30 feet minimum
    c. Live/Work: 15 feet minimum interior depth of "work" space for a minimum width of 15 feet or 50% of unit frontage, whichever is greater
    d. Ground Floor Residential Units: 16 feet
    e. Ground Floor Residential Accessory Spaces: 20 feet

f. Corner space: minimum 40 feet depth on all frontages

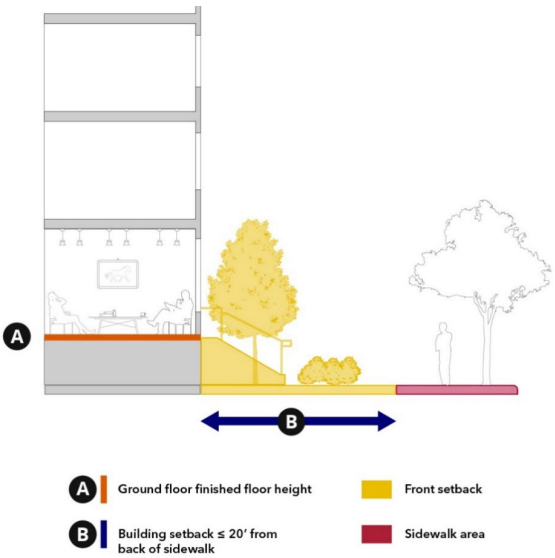


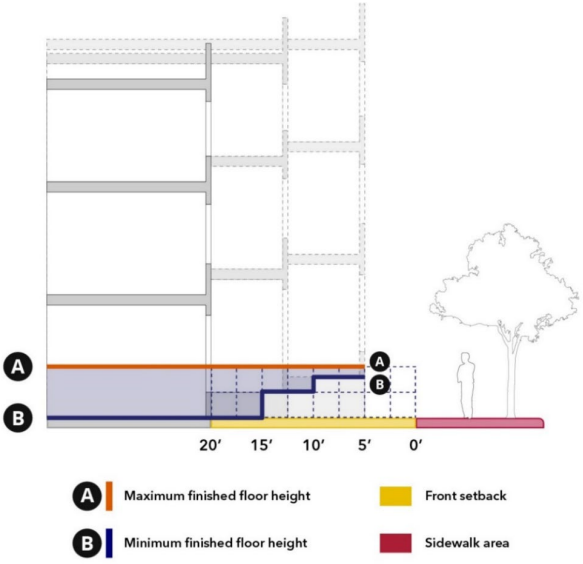
3.4.1.4 Finished Floor Heights of Active Uses

1. Active Frontage uses shall have a finished floor height above grade at back of sidewalk within the following ranges by use type:
    a. Primary Building Entries: minimum 0 feet; maximum 3 feet
    b. Storefront Commercial + Live/Work: At entry: minimum 0 feet; maximum 1 foot
    c. For buildings with a cross slope, at no point shall the finished floor height be greater than 2 feet above or below grade
    d. All other uses see Standard 3.4.1.5 Variable Finished Floor Height Standard

3.4.1.5 Variable Finished Floor Heights

1. To create a positive transition between the public and private realm, ensure privacy of residential units, and maintain "eyes on the street," the finished floor of ground floor residential units, when adjacent to a public right-of-way, shall be within the minimum and maximum heights according to setback distance from back of walk identified in below. On sites with a cross slope greater than 2% along a building façade, the average height of the finished floor and back of walk shall be used. In flood zones, the minimum floor height shall be defined by the City's Floodplain Management Ordinance. Special conditions in Section 3.9 supersede this standard.





3.4.1.6 Floor-to-Floor Heights of Active Uses

1. Active Frontage uses shall have a minimum floor-to-floor by use type as follows:
    a. Storefront Commercial: 15 feet
    b. Ground Floor Office: 12 feet
    c. Live/Work: 12 feet

3.5 Access and Parking

Intent

- Locate site entries, parking areas, storage bays, and service areas of buildings to minimize conflicts with adjacent properties, especially residential neighborhoods. Also, parking, storage, and service areas should be sited to minimize their appearance from public rights-of-way. (CD 2-4)
- To minimize the visual impact of parking, loading and service areas, support pedestrian interest along public rights of way and other pedestrian ways, and minimize conflicts between pedestrians and vehicles along key streets.

3.5.1 Vehicle Access + Parking

3.5.1.1 Vehicular Access Hierarchy

1. Parking and service area access shall be provided from the following, in order of preference:
    a. From an alley.
    b. In the absence of an existing or proposed alley, access shall be from a driveway shared with a property abutting the development site.
    c. In the absence of an alley or shared driveway, access shall be from the side/lesser street abutting the development site.
    d. In the absence of a side street, from a curb cut/driveway along the primary street frontage.

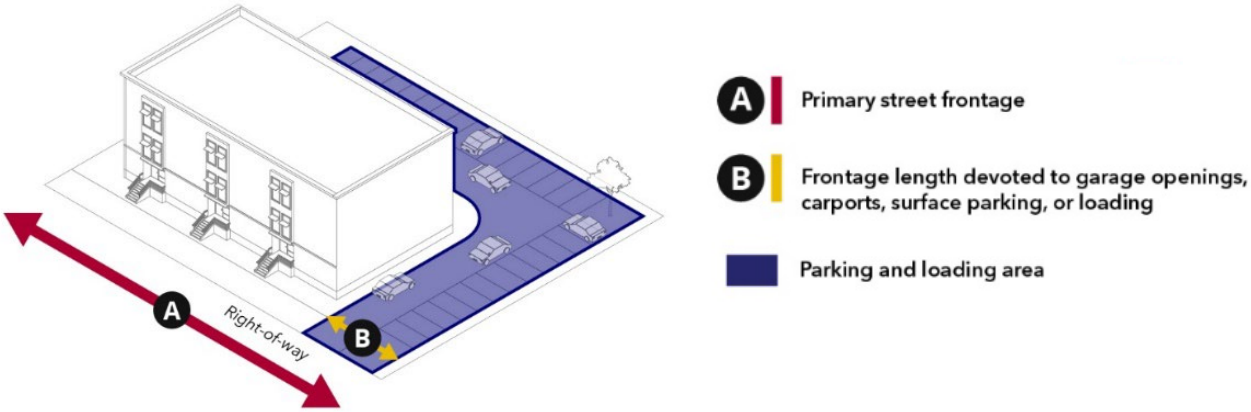
3.5.1.2 Driveways and Curb Cuts

These standards shall apply to driveways and associated curb cuts providing vehicular access to parcels improved with mixed-use and/or multi-family residential development projects. Alley frontages are exempt from these standards.

1. Driveways shall be a minimum of 50 feet from any street intersection. For parcels less than 75 feet wide, driveways shall be located along the lot line farthest from the intersection.
2. Each development project site shall be limited to one curb cut, including driveways and private/service streets, per 250 feet of public street frontage, or two curb cuts per street frontage, whichever is less (unless otherwise required for emergency vehicle access). Mid-block connections are excluded from this requirement.
3. Driveways shall be a minimum of 3 feet from a property line or include a shared driveway access with adjoining parcel.

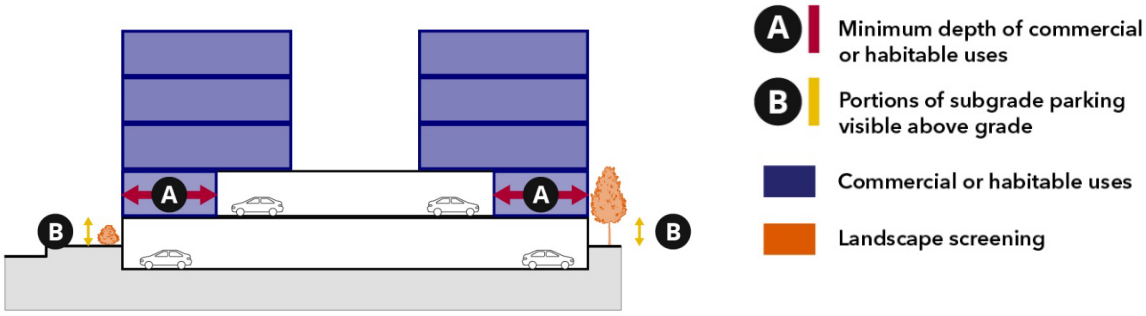
3.5.1.3 Limitation on Parking and Loading Frontage

1. Off-street parking, off-street vehicle loading, and vehicular circulation areas other than direct driveway access perpendicular to the street are prohibited between the building and street.
2. No more than 30% of the primary street frontage shall be devoted to garage openings, carports, surface parking, or service/loading entries). This limitation does not apply to frontages along alleys.
3. Entries to structure parking when combined with loading, and utility/service areas shall not exceed 30 feet in width. Vehicle entries shall not exceed 22 feet in width. Alley frontages exempt.



3.5.1.4 Screening for Structured Parking

1. Above grade structured parking levels facing a public right-of-way or Publicly Accessible Open Space/pedestrian pathway, except for vehicular alleys, shall be lined with commercial or habitable uses with a minimum depth of 20 feet or minimum depth of 16 feet for residential units.
2. All portions of partially subgrade parking visible above grade shall not exceed 5 feet in height, shall be architecturally treated no differently than that primary structure and shall utilize the same level of detail, articulation, and materials as the primary façade, and shall be screened with landscape screening (e.g., shrubs, landscaped trellises) a minimum of 3 feet in height and/or crafted ornamental metal screens.



3.6 Landscaping

Intent

- Emphasize landscaping as a fundamental design component, retaining mature landscaping when appropriate, to reinforce a sense of the natural environment and to maintain an established appearance. (CD 1-6)
- Require setbacks and other design elements to buffer residential units to the extent possible from the impacts of abutting roadway. (CD 5-8)
- To use landscape design to create character and identity; enhance the appearance and function of outdoor spaces; encourage pedestrian activity; promote social interaction; enhance or integrate new natural systems; add shade to the urban environment; and provide stormwater management.
- Landscaping should feasibly further sustainability goals and incorporate solutions that are appropriate to the climate, region, and local conditions.

3.6.1 Bay Friendly Planting and Water Conservation

3.6.1.1 Drought-Tolerant Species

1. A minimum of 75% of non-turf landscaped areas shall be planted with native or drought-tolerant planting (as identified in the Bay Friendly Landscape Plant Lists or East Bay MUD Plants and Landscapes for Summer-Dry Climates guide book) to bring interest and beauty to the landscape, support biodiversity, and reduce the need for pesticides and excessive irrigation. Selection shall be in compliance with the City's Water Efficiency Landscape Ordinance (Milpitas Municipal Code, Title VIII, Chapter 5).

3.6.1.2 Turf and Synthetic Turf

1. Turf areas shall be limited to activity or recreation areas. Synthetic turf may be used as a substitute for natural turf for the purposes of water conservation, or in in high activity or foot-traffic areas such as sports fields.

3.6.2 Non-Plant Materials, Soil, and Mulch

3.6.2.1 Non-Plant Material

1. Crushed rock, mulch, pebbles, stones, and similar non-plant materials shall be allowed up to 50% of the total required landscaping.

3.6.2.2 Soil Depth

1. Planting in above grade courtyards shall have a minimum soil depth of 12 inches for ground cover, 20 inches for shrubs, and 36 inches for trees.

3.6.2.3 Mulch

1. Landscaped areas shall be top-dressed with a bark chip mulch or an approved alternative to avoid exposed bare soil.

3.6.3 Parking Lot Landscaping

3.6.3.1 Surface Parking Landscape Design

1. A minimum of 15% of the total off-street open parking area shall be landscaped with a mixture of trees, shrubs, ground cover, and other plant material.
2. Tree wells shall have a minimum 5-foot dimension between parking spaces.
3. For residential parking, contiguous parking spaces shall not exceed 6 spaces without a tree well.
4. For commercial parking, contiguous parking spaces shall not exceed 8 spaces without a tree well.

3.6.4 Plant Size and Spacing

1. To achieve an immediate effect of a landscape installation and to allow sustained growth of planting materials, minimum plant material sizes, plant spacing, and minimum planter widths (inside measurements) are as follows:
    a. All proposed shrubs except accent, color, or ground cover planting shall be a minimum 5 gallons in size, with a 15-gallon minimum size where required for screening. The minimum planter width for shrubs is 3 feet.
    b. The minimum planting size for trees shall be 15-gallon, with 25% of all trees on a project site planted at a minimum 24-inch box size. Minimum planter area for trees shall be 5 feet by 5 feet.
    c. Street trees shall be planted at a minimum average of one tree per 25-35 linear feet of sidewalk length.

3.7 Utilities, Service Areas, and Building Equipment

Intent

- To locate and integrate utilities and service areas into building and landscape design in order to minimize impact on the pedestrian experience.

3.7.1 Service Areas, Storage, Utilities, and Equipment

3.7.1.1 Utilities.

1. Utilities shall be placed in underground or subsurface conduits unless otherwise prohibited by the utility provider.

3.7.1.2 Location of Service Areas, Storage, Utilities, and Equipment.

1. All above-ground utilities and equipment (e.g., electric and gas meters, fire sprinkler valves, irrigation backflow prevention devices, etc.), service areas, and storage areas shall be integrated into building and landscape design and located to minimize impact on the pedestrian experience and neighboring properties by following the standards below:
    a. Utilities and equipment, service, storage, and non-passenger loading areas shall be located inside buildings or on facades other than the Primary Building Frontage, along alleys, parking areas, and/or at the rear or side of building.
    b. Utilities and equipment, service, storage, and non-passenger loading areas shall be consolidated in single area whenever possible. They shall not be located within minimum setback areas, along mid-block pedestrian connections, within 25 feet of open space areas, within the public right-of-way, and/or within 25 feet of a street corner.
    c. Backflow preventors shall be located within landscaped setback areas and painted black or dark green to minimize visual impact. Where no landscaped setback areas exist the backflow preventors shall be incorporated into the front of the building to minimize visual obtrusiveness.
    d. Utilities and ground transformers/meters, mechanical equipment, service, storage, and non-passenger loading areas shall be fully screened from view per Standard 3.7.2.2 Service, Storage, Utilities and Equipment Screening.

3.7.1.3 Service, Storage, Utility, and Equipment Screening.

1. All service and storage areas, utilities, and equipment not housed inside buildings shall meet the following screening standards:
    a. Screening shall be equal to or higher than the height of the equipment to be screened, unless specified otherwise.
    b. Screening shall be made of a primary exterior finish material used on other portions of the building, architectural grade wood or masonry, metal, or landscape screening that forms an opaque barrier when planted.

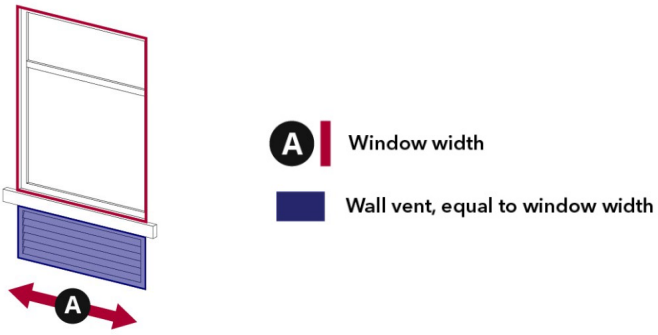
3.7.1.4 Location and Screening of Rooftop Equipment.

1. Rooftop elements including roof access, mechanical equipment, and other features needed for the function of the building shall be located to minimize visual impact by meeting the following requirements. Mechanical equipment less than two (2) feet in height, solar panels, wind generators, or green roof features are exempt from these requirements.

a. Roof-mounted equipment and screening of roof-mounted equipment shall be stepped back from top of parapet a minimum of 10 feet from the parapet or roof edge.
b. Roof-mounted equipment greater in height than the parapet wall shall be screened to a height equal to the height of the equipment.

3.7.1.5 Vents/HVAC

1. Wall vents shall be of equal width or centered on window, or wall vents shall be of same material as surrounding façade.



3.7.2 Waste Removal

1. This section applies to solid waste removal, which includes refuse, organic waste, and recycling areas not accessible to the public, and which are used exclusively by the tenants/owners of the development site. In addition to these standards, all development shall meet the *Development Guidelines for Solid Waste Services*. The provisions of this section do not apply to:
    a. All non-residential developments.
    b. Single-family or multi-family residential development projects that do not necessitate communal or shared trash and recycling areas/containers. In such cases, no enclosure structure shall be required, however individual trash and recycling containers shall be stored in such a manner that containers are not visible or screened from public view from the front of the property. Containers may be placed in public view for purposes of collection.

3.7.2.1 Location

1. Refuse, organic waste, and recycling collection areas shall be located inside of buildings or inside of enclosures located along alleys or in parking areas at the rear or side of buildings. Collection areas are prohibited within any required front yard or street side yard, any required parking spaces, and required landscape and open space areas. Refuse, organic waste, and recycling containers shall not be visible from a public street, private street, or pedestrian pathway that has Primary Building Frontages.
2. For multi-building developments, refuse, organic waste, and recycling containers that serve only one building shall be located within that building, so that residents do not need to travel to another building to dispose of waste.
3. The location of enclosures shall not conflict with circulation or parking conditions on site. A clear pathway with a minimum width of 3 feet shall be provided for tenant access to enclosure.
4. Refuse collection areas to the extent feasible shall be located as far as possible from the residential portion of mixed-use buildings and open space areas or located within the building.

3.7.2.2 Exterior Trash and Recycling Enclosures

1. Exterior collection areas must be within an enclosure that meets the following standards and meet the guidelines in the *Development Guidelines for Solid Waste Services:* *(*https://www.milpitas.gov/milpitas/departments/engineering/design-guidelines/)
    a. Enclosures shall be designed to include a concrete slab base that extends to the limits of the exterior on the sides and rear and extends beyond the service gates equal to the enclosure depth.
    b. Refuse, organic waste, and recycling containers located outside of primary building structures shall be enclosed within solid walls and include a roof.
    c. Enclosures shall fully screen containers and materials within.
    d. A pedestrian access and separate access for primary collection shall be provided.
    e. Enclosures shall be constructed of a primary exterior finish material used on other portions of the building, architectural grade wood or masonry, metal, or decorative block.
    f. Gates shall be solid metal painted to match the enclosure.
    g. Concrete curbs, bollards, or wheel stops shall be installed or constructed inside the enclosure to prevent bins from damaging the enclosure.

3.8 Site Lighting

Intent

- To create safe, welcoming, well-lighted areas, including building entries, pedestrian pathways and plazas, parking lots and vehicle maneuvering areas; and to minimize excessive illumination on adjoining properties.

3.8.1 Nuisance Prevention

1. All outdoor lighting shall be designed, located, installed, directed downward or toward structures, fully shielded, and maintained to prevent glare, light trespass, and light pollution and away from adjoining properties and public rights-of-way, so that no light fixture directly illuminates an area outside of the project site intended to be illuminated.
2. All lights shall be directed, oriented, and shielded to prevent light trespass or glare onto adjacent properties. The light level at property lines shall not exceed 0.3 foot-candles.

3.8.2 Maximum Height

1. Freestanding outdoor light fixtures shall not exceed 16 feet in height.

3.8.3 Fixture Types

1. All luminaries shall meet the most recently adopted criteria of the Illuminating Engineering Society of North America (IESNA) for “Cut Off” or “Full Cut Off” luminaries.

3.8.4 Minimum Lighting Requirements

1. **Parking Areas.** Lighting in parking, garage, and carport areas shall be maintained with a minimum of one foot-candle of illumination at the ground-level during hours of darkness, with a maximum of four foot-candles. All lighting shall be on a timeclock or photo-sensor system. Lighting used to illuminate parking areas shall be designed and located to prevent light trespass or glare, in accordance with this section. Illumination shall not include low pressure sodium or similar lighting techniques.
2. **Multi-Unit Residential Developments.** Aisles, passageways, and entryways/recesses related to and within the building complex shall be illuminated with an intensity of at least one-quarter foot-candles at the ground level during the hours of darkness.
3. **Non-Residential Developments (or portions of a development).** All exterior doors, during the hours of darkness, shall be illuminated with a minimum of one-quarter foot-candles of light.

3.8.5 Design of Fixtures

1. Fixtures on buildings shall be attached only to walls or eaves, and the top of the fixture shall not exceed the height of the parapet, roof, or eave of the roof.
2. **Accent Lighting.** Architectural features may be illuminated by up-lighting, provided that the lamps are low intensity, and fully shielded such that no glare or light trespass is produced.

3.8.6 Energy Efficiency

1. Outdoor lighting shall utilize energy-efficient fixtures and lamps such as metal halide, hard-wired compact fluorescent, LED, or other lighting technology that is of equal or greater efficiency. All new outdoor lighting fixtures shall be energy efficient with a rated average bulb life of not less than 10,000 hours.

3.9 Standards for Special Conditions and Adjacencies

Intent

- Promote gradual transitions from high density development to surrounding low density neighborhoods in both building forms and land use. (LU 5-2)
- Ensure that new development provides visual and pedestrian and bicycle linkages with local creeks. (CD 10-12)
- Accomplish sound attenuation for development along City streets using building placement and design rather than sound attenuation walls. When sound attenuation walls are located adjacent to expressways or freeways, or railroad lines, landscaping, public art, and/or an aesthetically pleasing and visually interesting design should be used to minimize visual impacts. (CD 6-15)

3.9.1 Adjacency to Lower Density Development

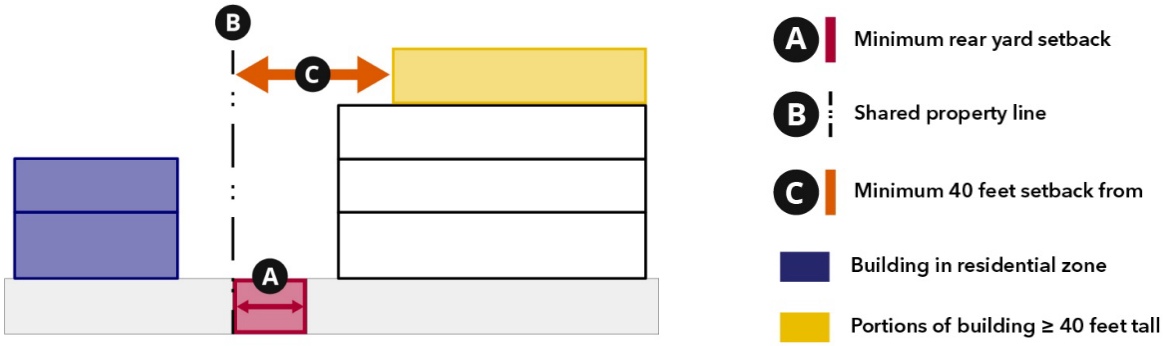
3.9.1.1 Applicability

1. Projects with a property line adjacent to R-1, R-2, and R-3 residential zones. Standards in this section supersede other Objective Design Standards.

3.9.1.2 Building Setbacks and Height Transitions

1. Buildings greater than 2 stories in height shall have an interior and rear yard setback greater than or equal to the required setback of the adjacent zone along the shared property line(s).

2. Portions of the building with a height greater than 40 feet shall be set back a minimum of 40 feet from the shared rear property line and a minimum of 30 feet from a shared interior property line.



3. No portion of a building shall be within a 45-degree daylight plane measured perpendicularly from the shared rear property line from a height of 10 feet for the full length of the property line.

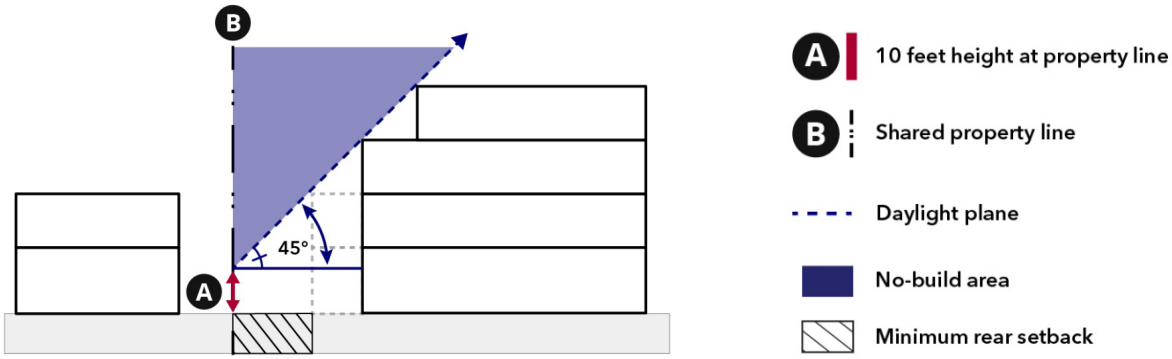
3.9.1.3 Planting

1. Rear and side yards shall be planted with a minimum of one tree per every 30 linear feet of shared property line. Spacing of trees may vary.
2. The maximum distance between two trees shall not be greater than 50 feet. Rear and side yards shall be planted with a minimum of three shrubs per 20 linear feet.

3.9.2 Adjacency to Major Roadways

3.9.2.1 Applicability

1. Projects with primary building frontage adjacent to a Major Roadway defined as a street with three or more travel lanes in each direction. Standards in this section supersede other Objective Design Standards.
2. Projects shall conduct a noise study and construct a soundwall if required to mitigate noise.



3.9.2.2 Building Setbacks

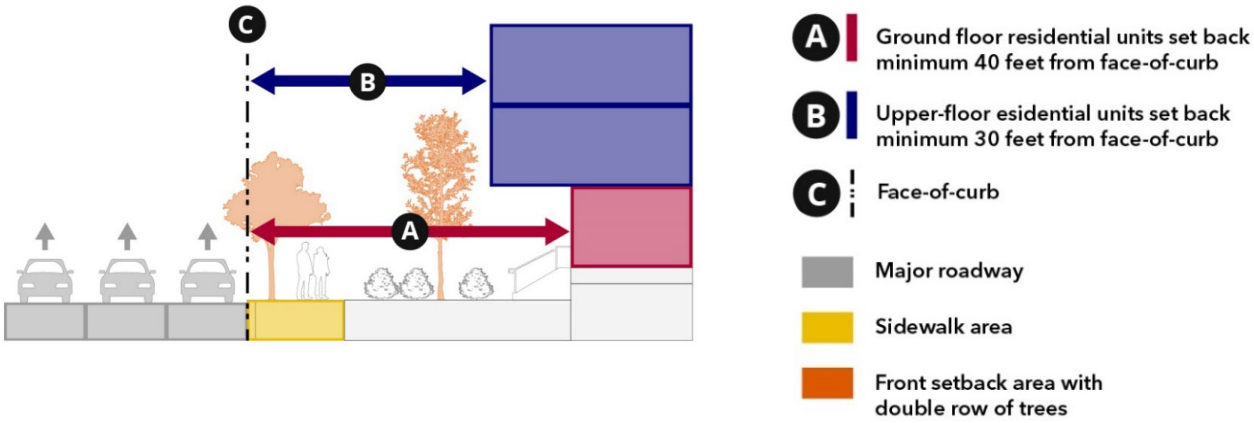
1. All ground floor residential units shall be set back a minimum 40 feet from face-of-curb.
2. All residential units shall be set back a minimum 30 feet from face-of-curb.

3.9.2.3 Residential Ground Floor Finished Floor Height

1. Ground floor residential units fronting a Major Roadway shall have an average finished floor height greater than 4 feet above top-of-curb elevation.
2. Ground floor residential units fronting a Major Roadway shall have a minimum finished floor height greater than 2 feet above top-of-curb elevation.

3.9.2.4 Planting

1. A double row of trees shall be planted between the building and the curb. Each row shall have a minimum of one tree per every 30 linear feet. Spacing of trees may vary.



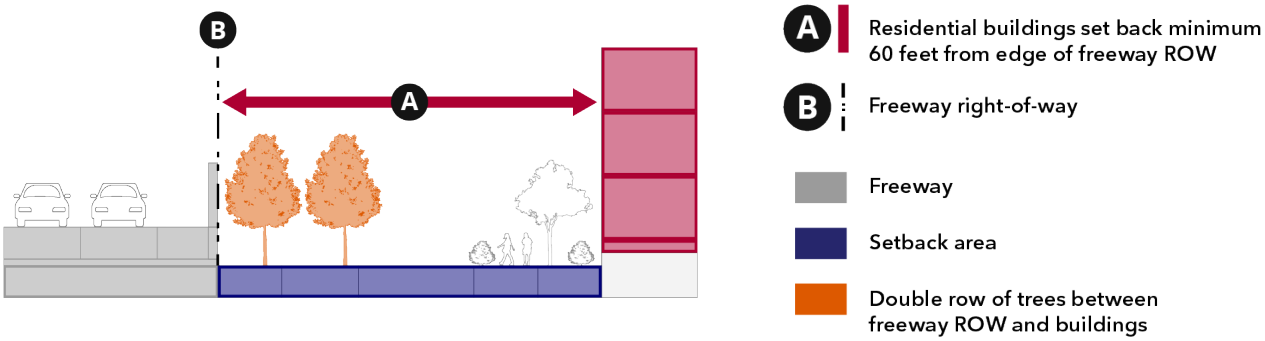
3.9.3 Adjacency to Freeways

3.9.3.1 Applicability

1. Projects adjacent to a freeway.
2. Projects shall conduct a noise study and construct a soundwall if required to mitigate noise.

3.9.3.2 Building Setbacks

1. Residential buildings shall be set back a minimum 60 feet from the edge of a freeway right-of-way.



3.9.3.3 Planting

1. A double row of trees shall be planted within 40 feet of the freeway right-of-way. Each row shall be within 30 feet of each other and have a minimum of one tree per every 30 linear feet. Spacing of trees may vary.
2. Trees shall be selected to be in the top 10% of species to function as air pollutant removal for carbon monoxide and particulate matter. The following trees fit that designation on itreetools.org for Milpitas, *Coast Redwood, Deodar Cedar, Cork Oak, American Elm, Atlantic White Cedar, Blue Chinese Fir, Ribbon Gum Eucalyptus, American Basswood, California Laurel, Evergreen Ash, Guadalupe Cypress, Swamp Bay, Slash Pine, Monterey Cypress, Northern Hackberry, Italian Cypress, Red bay, Arizona Cypress, Cedar Elm, Siberian Elm, Longleaf Pine, California Sycamore, Chinese Elm, Pacific Madrone, Mourning Cypress, Digger Pine*.

3.9.4 Adjacency to Railroads

3.9.4.1 Applicability

1. Projects with a property line adjacent to a railway corridor.
2. Projects shall conduct a noise study and construct a soundwall if required to mitigate noise.

3.9.4.2 Building Setbacks

1. All residential buildings shall be set back a minimum 40 feet from the railroad right-of-way.

3.9.5 Adjacency to Natural Areas/Creeks/Channels

3.9.5.1 Applicability

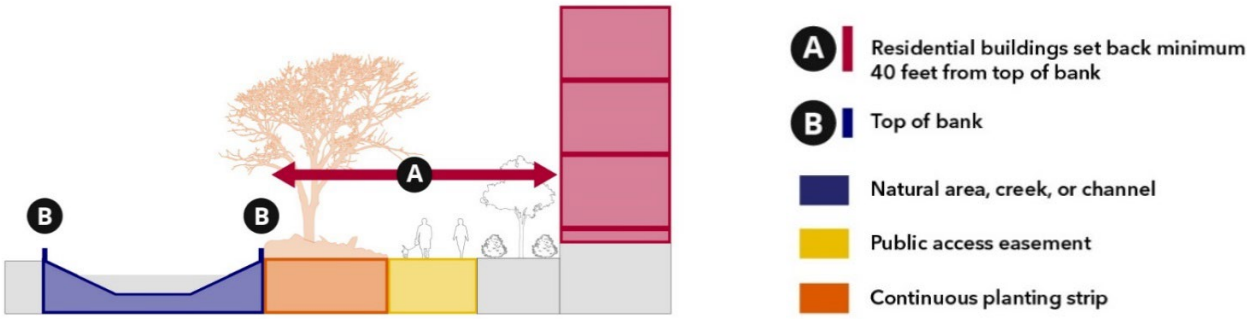
1. Projects with a property line adjacent to natural areas, creeks, and channels.
2. In addition to the standards below, project shall meet Valley Water's Guidelines and Standards for Land Use Near Streams.

3.9.5.2 Building Setbacks

1. All buildings shall be set back a minimum of 40 feet from the top of the bank of channel.

3.9.5.3 Open Space and Public Access Easements

1. Where a public path is not located between the building and top of bank, a 12-foot-wide public access easement shall be located within the first 30 feet depth from the adjacent property line and be consistent with the Ped/Bike & Trails Plan.



3.9.5.4 Planting

1. A continuous planting strip with a minimum width of 12 feet and a length greater than 80% of the length of the property line shall be located between the building and top of bank.
    a. Trees shall be planted at a minimum of one tree per every 30 linear feet. Spacing of trees may vary.
2. A minimum of 60% of the site area between buildings and the property line adjacent to the natural area, creek, or channel shall be landscaped.
3. Plantings shall be selected to support a Riparian Complex ecosystem and shall include a mix of the following:
    a. *Trees: Bigleaf maple, Boxelder maple, White alder, California sycamore, Fremont cottonwood, Red willow, Arroyo Willow; Shrubs/Small Trees; Blue elderberry, Red osier dogwood, California grape, California rose, Common snowberry, Hazelnut.*
    b. *Herbaceous Understory: California blackberry, Common rush, Tall flatsedge, Virgin's Bower, Seep monkeyflower.*

4 BUILDING DESIGN

Purpose

- To set standards to refine the building massing and form through façade modulations
- To set standards for transitions to lower scale development
- To set standards for façade articulation to create human-scaled architecture.
- To set standards to create visual interest and placemaking through building design

Intent

- To mediate the scale, massing, and bulk of buildings to reflect a human scale and enhance the pedestrian experience through building modulation and reductions in mass of upper floors.
- To create cohesive and well-crafted building façades with human-scaled details that provide visual interest to pedestrians, incorporate passive green design elements, and promote high-quality design.
- To guide building massing to respond to the scale of people and the building's context; avoid overly massive or monolithic structures; and encourage variation on large façades to promote pedestrian interest.

4.1 Small and Medium Building Types

4.1.1 House-like/Multiplex (S)

4.1.1.1 Duplex (S) (2 units)

Duplexes are small house-like buildings with two units that may be stacked or side-by-side. The units may be accessed through a shared entry or individual unit entries.

4.1.1.2 Triplex/Fourplex (S) (3-4 units)

Triplexes and fourplexes are walk-up buildings featuring 3 to 4 dwelling units that typically share a single entry or feature individual unit entries along the front façade. Dwelling units may be oriented side-by-side and/or are stacked atop one another.

4.1.1.3 Cottage Cluster (S) (3 or more units)

Cottage Clusters are composed of several attached or detached buildings configured around a central common open space. The common open space serves as a circulation space that opens onto a public-right-of-way. Cottage clusters feature 3 or more units, with individual entryways opening directly onto the central open space or directly onto the abutting right-of-way.

4.1.2 Middle Housing (M)

4.1.2.1 Rowhouse (M) (attached)

Rowhouses are attached single-family units that share a common wall. Rowhouses consist of 1 to 2 units per building and are typically configured into clusters of 2 to 10 individual units.

4.1.2.2 Courtyard Housing (M) (3 or more)

Courtyard Housing is characterized as a building or series of buildings featuring a central, shared courtyard that is accessible by several attached units that can be arranged side-by-side or stacked. The courtyard represents a common open space that is oriented towards the public-right-of-way or designed as an interior space that utilizes side and rear setback areas. Courtyard Housing features between 3 or more units and can either feature individual entrances or shared entryways that open into the courtyard.

4.1.2.3 Multiplex Apartment Building (M) (5 or more units)

Multiplex Apartment Buildings are single buildings featuring 5 or more dwelling units that typically share an entry or feature individual unit entries along the front façade. Multiplex Apartment Buildings feature dwelling units that are generally accessed through a shared elevator and corridor.

4.1.2.4 Low-Rise Multifamily (L)

Low-rise multifamily developments are generally made up of two or more buildings of two to four stories organized around shared parking and amenities. Unit types may include multilevel townhomes, stacked flats, or a combination of both.

4.1.3 Design Standards (S + M)

4.1.3.1 Development Standards Table

1. The following table outlines development standards for Small (S) and Medium (M) building types. These standards apply to the design of each building type. If the standards below contradict development standards in the municipal code, the municipal code shall take precedence.

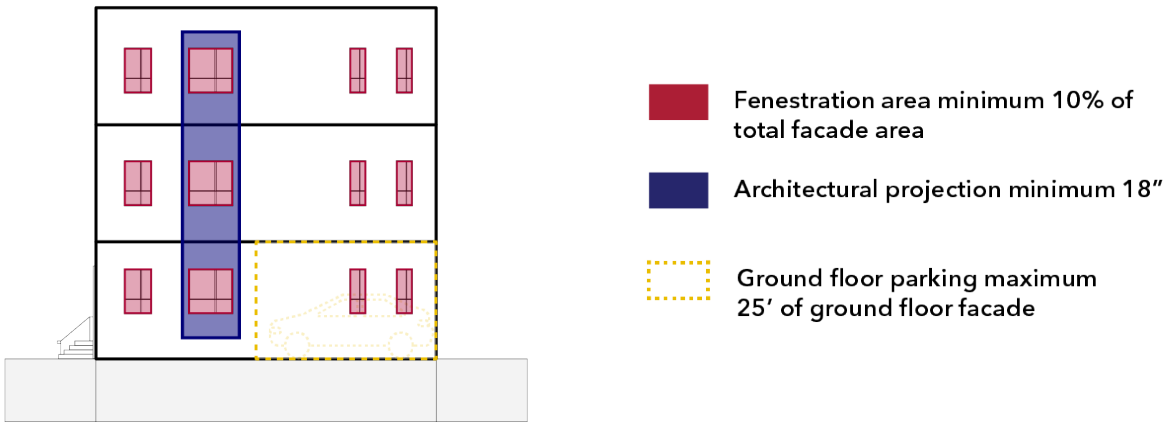
	Small (S)			**Medium (M)**			
	Duplex (2du)	**Triplex/ Fourplex**	**Cottage Cluster**	**Rowhouse**	**Courtyard (3+ du)**	**Multiplex (5+ du)**	**Low-Rise Multifamily**
1. Building Massing							
Building Width	Maximum: 50 feet	Maximum: 60 feet	Maximum: 40 feet	Minimum: 16 feet Maximum: 30 feet Combined Maximum: 160 feet	Maximum Wing Width: 40 ft	Maximum: 80 feet	Maximum: 200 feet
2. Usable Open Space*							
Usable Open Space per Unit	300 sf (minimum)	200 sf (minimum)	300 sf (minimum)	200 sf (minimum)	200 sf or minimum required by zone; whichever is greater	50 sf per unit or minimum required by zone; whichever is greater.	150 sf per unit or minimum required by zone; whichever is greater
Usable Open Space as Private Open Space		100 sf per unit (minimum)	100 sf per unit (minimum)	100 sf per unit (minimum)	80 sf per unit (minimum)		50% of units: 50 sf per unit (minimum)

4.1.3.2 Façade Modulation and Articulation

1. **Modulation.** Residential buildings shall employ at least two of the following building modulation strategies:
    a. Varied roof form, such as changes in roof height, offsets, change in direction of roof slope, dormers, parapets, etc.
    b. Use of balconies, front porches, overhangs, or covered patios.
    c. Projections, offsets, and/or recesses of the building wall at least one foot in depth, such as bay windows, chimneys, brackets, and cornices.
2. **Articulation.** All building elevations that face a street, pedestrian pathway, or common open space shall employ varied façade articulation of wall surfaces. Facades shall incorporate at least three of the following features, consistent in design style, which provide articulation and design interest:
    a. Variation in texture or material, provided all exterior wall textures and materials are consistent with the overall architectural style of the dwelling.
    b. Building base (typically bottom three feet) that is faced with a stone or brick material or is delineated with a channel or projection.
    c. Railings with a design pattern and materials such as wood, metal, or stone which reinforces the architectural style of the building.
    d. Decorative trim elements that add detail and articulation, such as door surrounds with at least a two-inch depth, decorative eave detailing, belt courses, etc.
    e. Decorative window elements such as, lintels, shutters, window boxes, etc.; and
    f. Roof overhangs at least 18 inches deep.

4.1.3.3 End Units

1. Any building with the Primary Façade and building entry facing a street or pathway perpendicular to a public street right-of-way, private street, or publicly accessible pathway shall meet the following standards:
    a. The End Unit building façade shall have a fenestration area greater than 10% of the façade area.
    b. The End Unit building façade facing shall have at least one architectural projection that projects a minimum of 18 inches from the street facing façade (example: bay windows, a chimney shown on the exterior of the house) with a minimum width of two feet.
    c. Ground floor parking may not exceed 25 linear feet of an End Unit's ground floor façade.



4.1.3.4 Entries

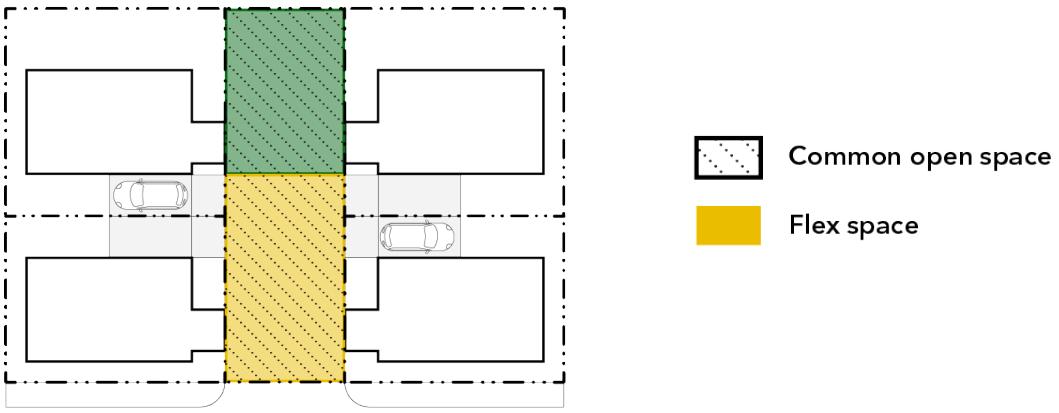
1. For multifamily residential buildings with up to 8 units and not exceeding 40 feet in width, the Primary Building Entry may be located on the side of the building not facing the public right-of-way if a publicly accessible pedestrian pathway connects directly to a forecourt or front porch with a minimum dimension of 6 feet.

4.1.3.5 Parking + Access

1. Front-loaded parking for (S) and Rowhouse Building Types:
    a. Garage doors that face the street shall not occupy more than 50% of the width of any street-facing building façade. This limitation does not apply to frontages along alleys
    b. Garage door shall be located a minimum 5 feet behind Primary Façade
    c. Shall have a unit entry that fronts a publicly accessible sidewalk or pedestrian pathway

4.1.3.6 Open Space Quality

1. Cottage Clusters
    a. **Common Open Space.** Common usable open space is not required for projects with less than 5 units. For projects 5 units and over, 200 sf per unit may be combined to provide a common open space area, provided that each unit also has at minimum 100 sf of private open space. At least 50% of the units in the development site cluster must abut the common open space.
    b. Common open space serving three or more units shall be abutted by units on at least two sides.
    c. No unit shall be located further than 60 feet from a common open space.
    d. Common open space shall not be divided into more than two separate areas with one area of at least 1,000 square feet.
    e. No dimension shall be less than 20 feet.
    f. Common open space may include setback areas if they are a minimum of 15 feet wide and the other provisions in this section are met.
    g. **Flex-Space.** A maximum of 50% of required common open space may be provided as flex-space. Flex-space is a hard-surface, multi-use outdoor area that may simultaneously provide vehicle access and maneuvering, common open space for residents, and pedestrian access. Flex-space shall not be used for private or shared surface parking. Flex-space may not be located in required interior setback areas.

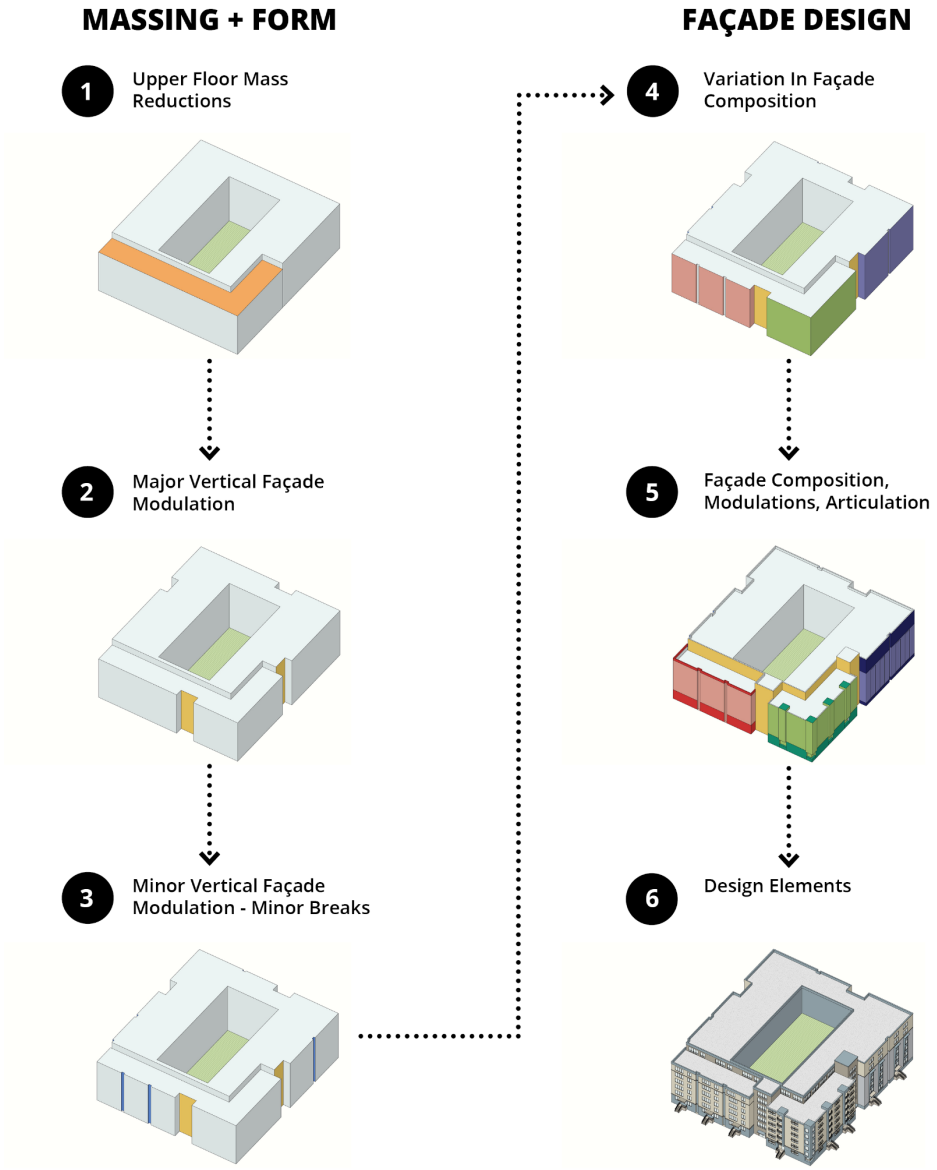


2. Courtyard Buildings
    a. Common open space shall include at least one courtyard open to the street and defined on three sides by building
    b. Width: minimum 25 feet or 40% of depth; whichever is greater, for buildings greater than 3 stories in height, Section 6.2 Common Open Space requirements supersede.
    c. Depth: minimum 40 feet
3. Middle Housing (M)
    a. Projects exceeding 20 units shall provide a minimum of one Common Open Space with minimum dimension of 40 feet by 40 feet.

4.2 Large and Extra-Large Building Types

Application of Design Standards

The following flow chart outlines the design standards for Large and Extra-large building types. The standards are organized to review a building's compliance starting with overall massing and form including massing reductions, breaking long building facades, and providing articulation and minor façade breaks to create a human scaled residential rhythm and pattern to the building. The second category overlays façade design including façade composition, variations in façade design strategies, defining a base/middle/top, and adding human-scaled details. The design standards meant to create a holistic approach to building design and build on one another with different design strategies being able to meet multiple standards.



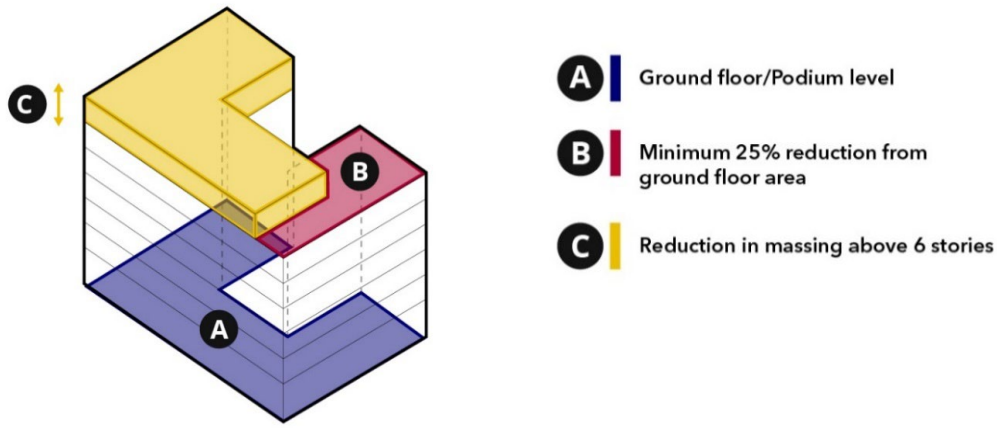
4.2.1 Massing and Form (L) (XL)

4.2.1.1 (L) Maximum Building Length

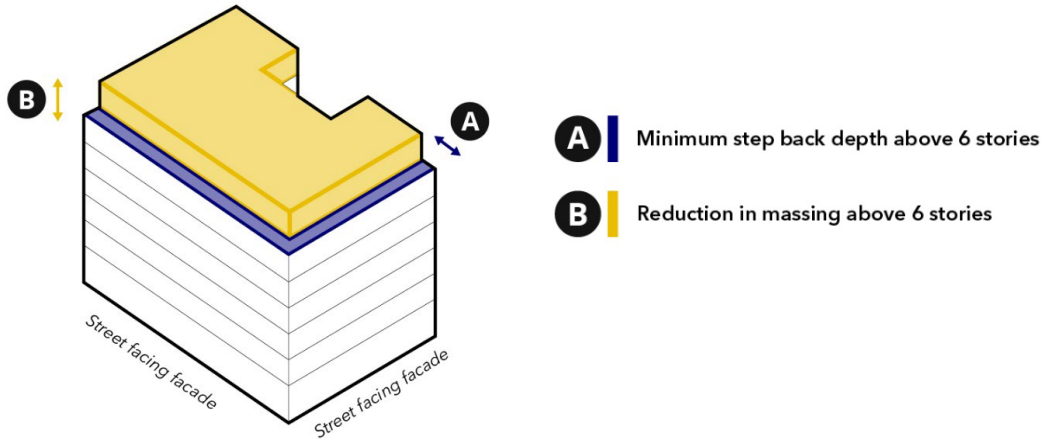
1. Buildings shall not exceed 380 feet in length or width.

4.2.1.2 Upper Floor Mass Reductions (L) (XL)

1. Buildings greater than 6 stories in height shall provide a variety in building heights and reduce the massing of upper floors through one or more of the following techniques:
    a. Building floorplates located at a height 6 stories or greater shall have a floor area less than 75% of the ground floor area or the building floor area of the Podium Level, whichever is less.



    b. Stepped back façade of floors above 6 stories for a minimum 60% of dimension of all façades facing a public right-of-way, private street, or publicly accessible pedestrian pathway. Step back shall be a minimum of 6 feet in depth.



4.2.1.3 (XL) High-rise Buildings

4.2.1.3.1 Maximum Floorplate

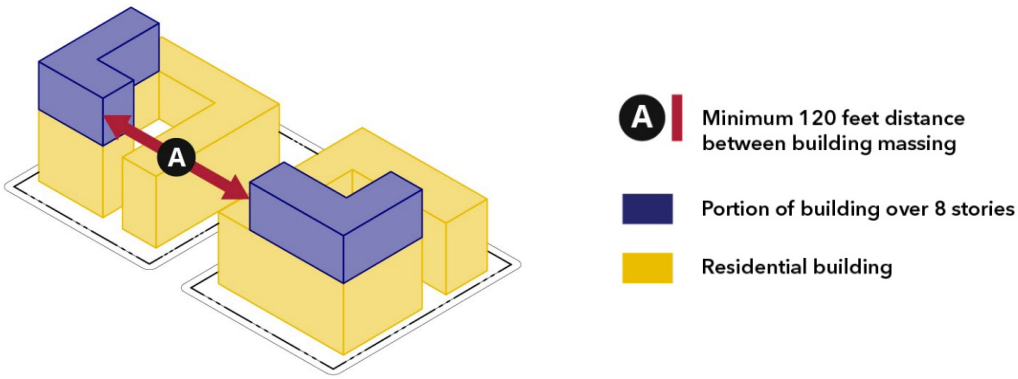
1. For portions of a building above 8 stories in height, the maximum floor area per floor shall not exceed 16,000 sf.

4.2.1.3.2 Maximum Building Length

1. Portions of a building above 8 stories in height shall not exceed 160 feet in length.

4.2.1.3.3 Tower Separations for High-rise Buildings

1. Any portion of a building over 8 stories be in height shall be a minimum 120 feet from all other buildings over 8 stories in height regardless of whether the adjacent building is on the same or different parcel.

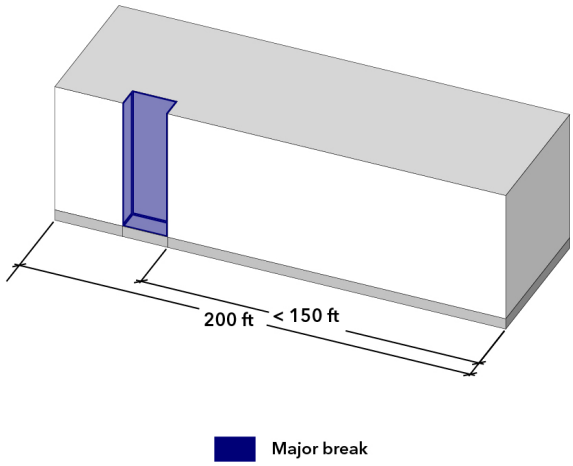


4.2.2 Façade Modulation

4.2.2.1 Major Vertical Façade Modulation

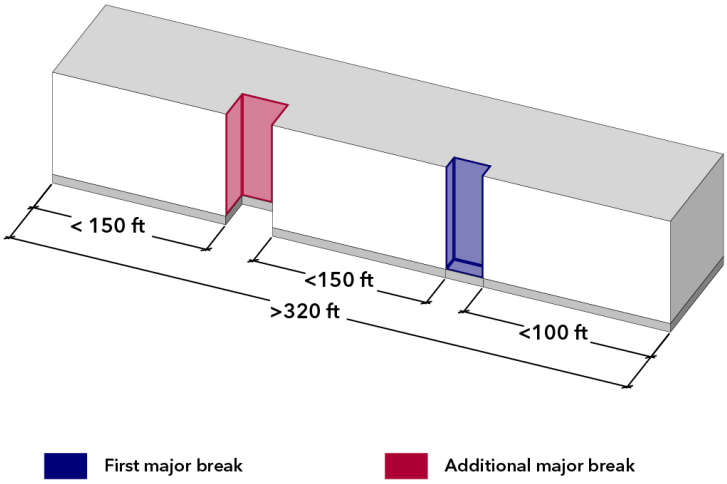
1. Exterior facing building facades shall meet the following standard for Major Break(s):

a. Building shall have a major break at least every 150 feet of building length.

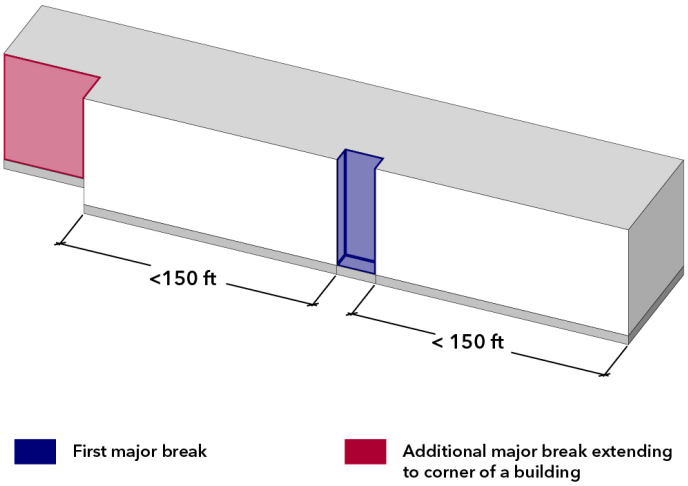


b. The first major break required shall be a minimum 20 feet wide and 10 feet deep.

c. If a building requires additional major breaks, they shall be a minimum 25 feet wide and 20 feet deep.



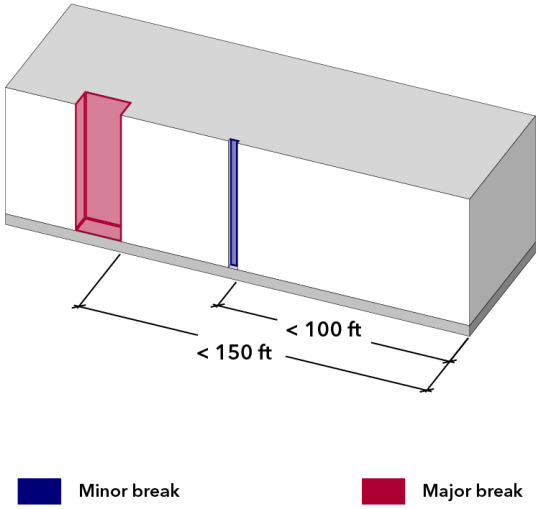
d. A major break may extend to the corner of a building with a maximum width of 50 feet.



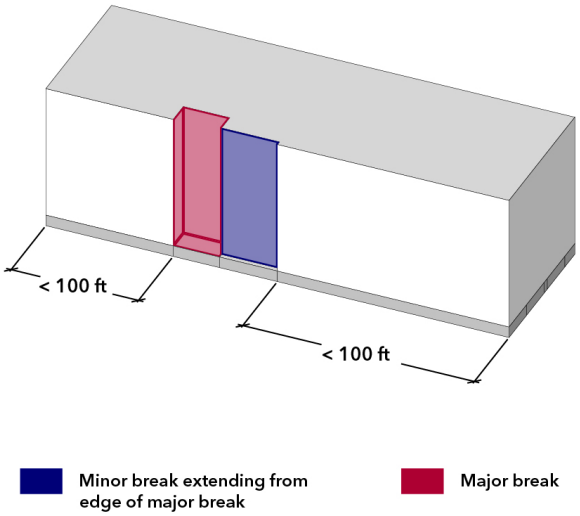
e. A major break shall extend from the finished ground floor through the full height of the building including breaking the roof plane.

4.2.2.2 Minor Vertical Façade Modulation

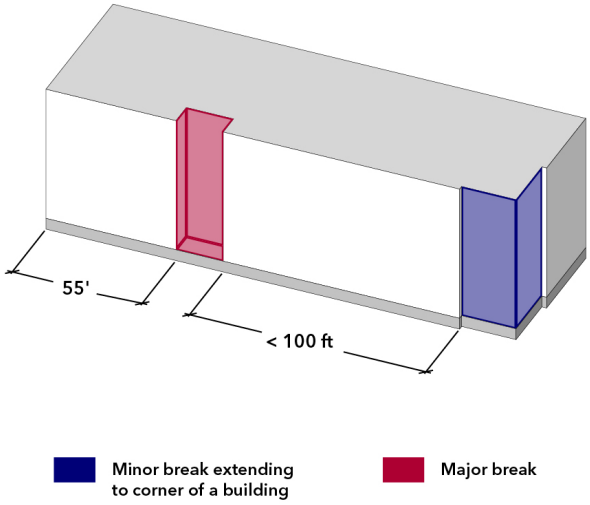
1. Façade planes shall choose one of the following minor vertical façade modulations for Minor Break(s):
    a. **Minor Breaks.** Façade planes shall not exceed 100 feet in length as measured from façade break (major or minor) to façade break or corner of a building.



i. Minor breaks shall be a minimum 2 feet deep.
ii. Minor breaks shall be a minimum 4 feet wide and a maximum 25 feet wide.
iii. A minor break may extend from the edge of a major break or the corner of a building.



iv. A minor break shall extend from the top of the ground floor through the full height of the building including breaking the roof plane.



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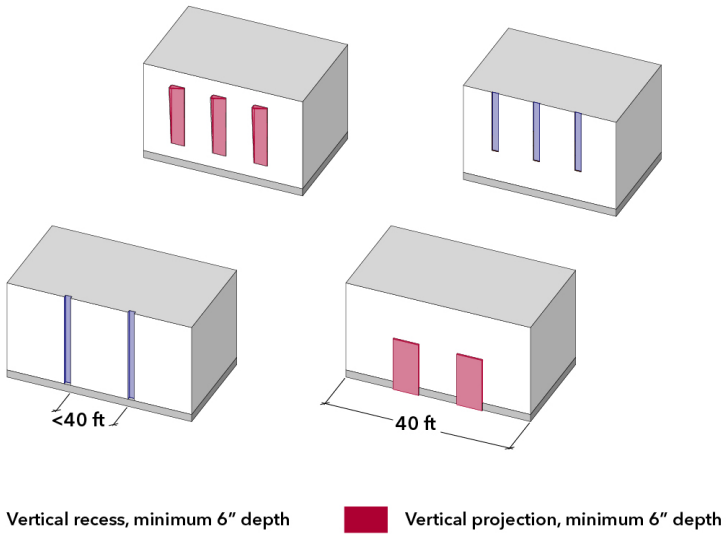
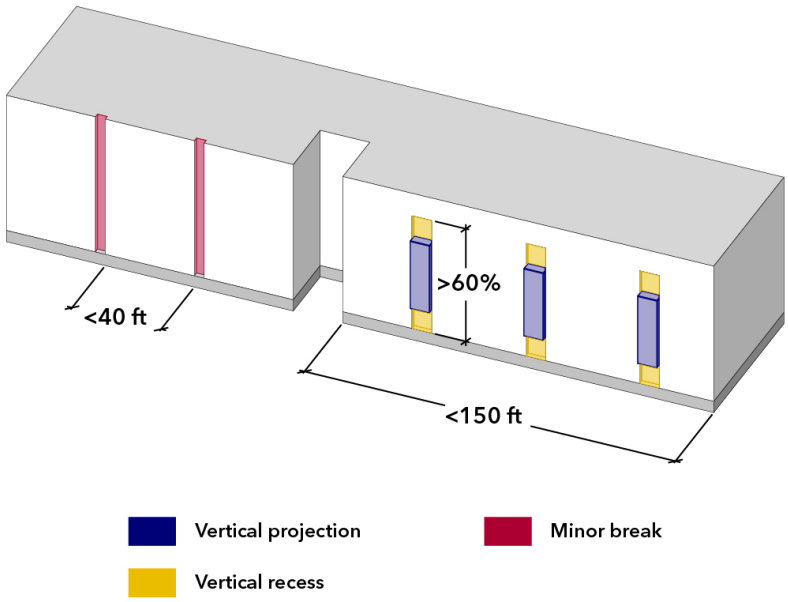
b. **Vertical Rhythm and Pattern:** Façade planes exceeding 40 feet in length shall express a vertical rhythm and pattern that reflects the size and scale of a residential unit and/or individual rooms and spaces through meeting the following standards:

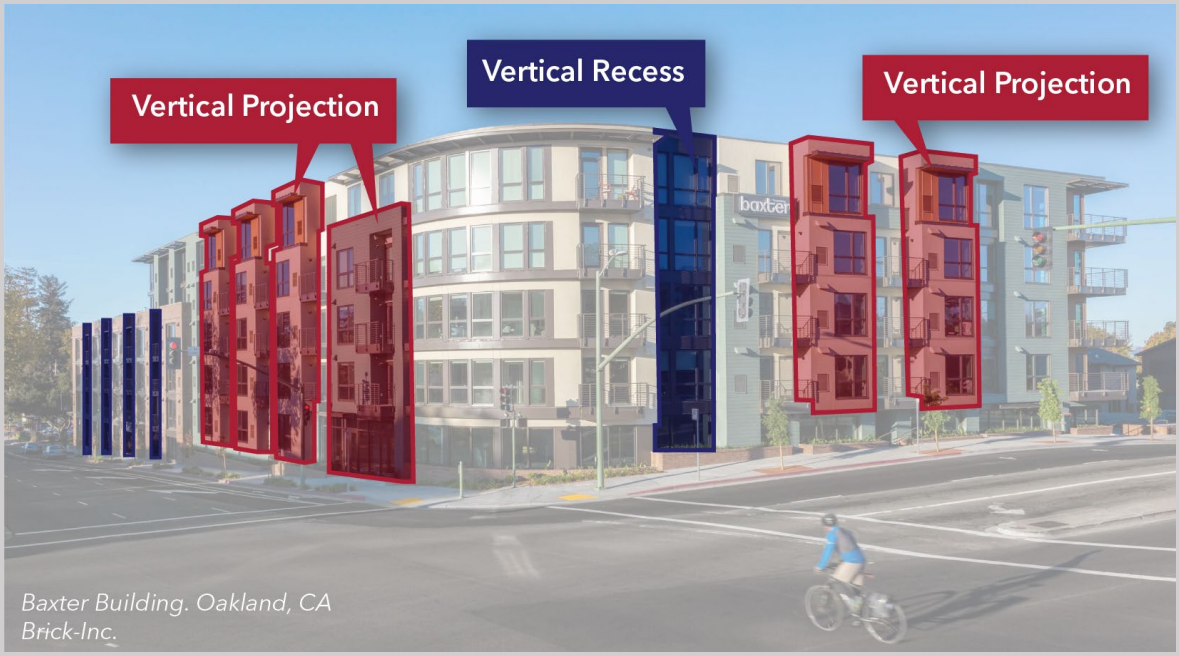
   i. A vertical recess or projection shall occur at a minimum of 1 per 40 feet of linear façade length.
   ii. Vertical recess or projection shall have a minimum depth of 6 inches.
   iii. Shall occur for a minimum of 60% of the residential façade height.



c. **Minor Modulations.**

   i. Projection or recess with a minimum depth of 2 feet, minimum width of 8 feet, and spans a minimum of 60% of the façade height.
   ii. At least one projection or recess shall occur every 40 feet.





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4.3 Façade Design (L)(XL)

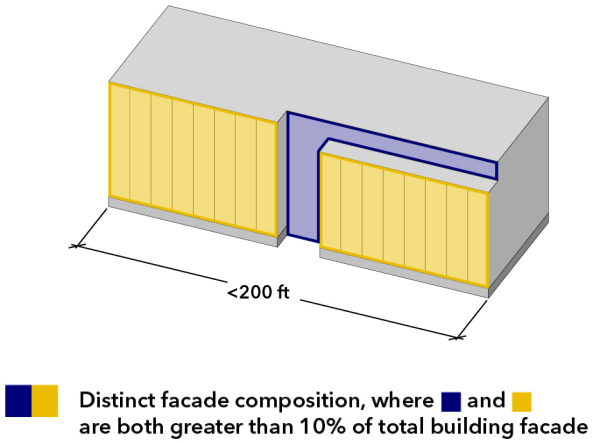
Intent

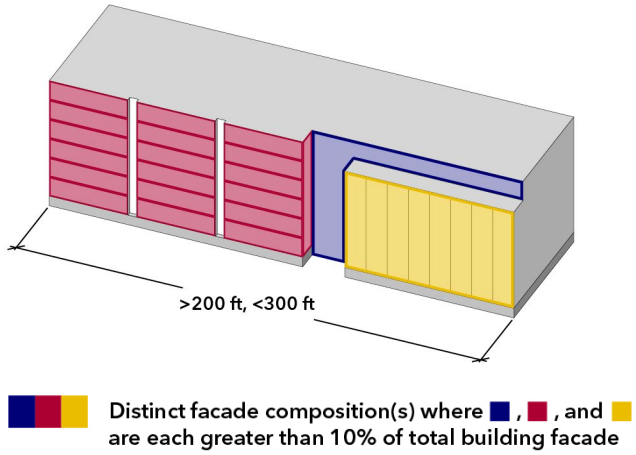
- To create cohesive and well-crafted building façades with human-scaled details that provide visual interest to pedestrians, incorporate passive green design elements, and promote high-quality design.
- Encourage architectural elements that contribute to a building's character, aid in climate control, and enhance pedestrian scale. (CD 11-4)
- Where a vertical mix of uses occurs, retail, restaurants, and other active uses should be located on the ground floor, with residential and/or office uses above. Also, encourage complementary architectural detailing that differentiates each use. (CD 3-12)

4.3.1 Façade Composition

1. Each building façade greater than 100 feet in length shall include a minimum of two distinct façade compositions. For every additional 100 feet of building façade, an additional distinct façade composition is required.
    a. Each distinct façade composition shall have a total combined façade area greater than 10% of the overall façade area.

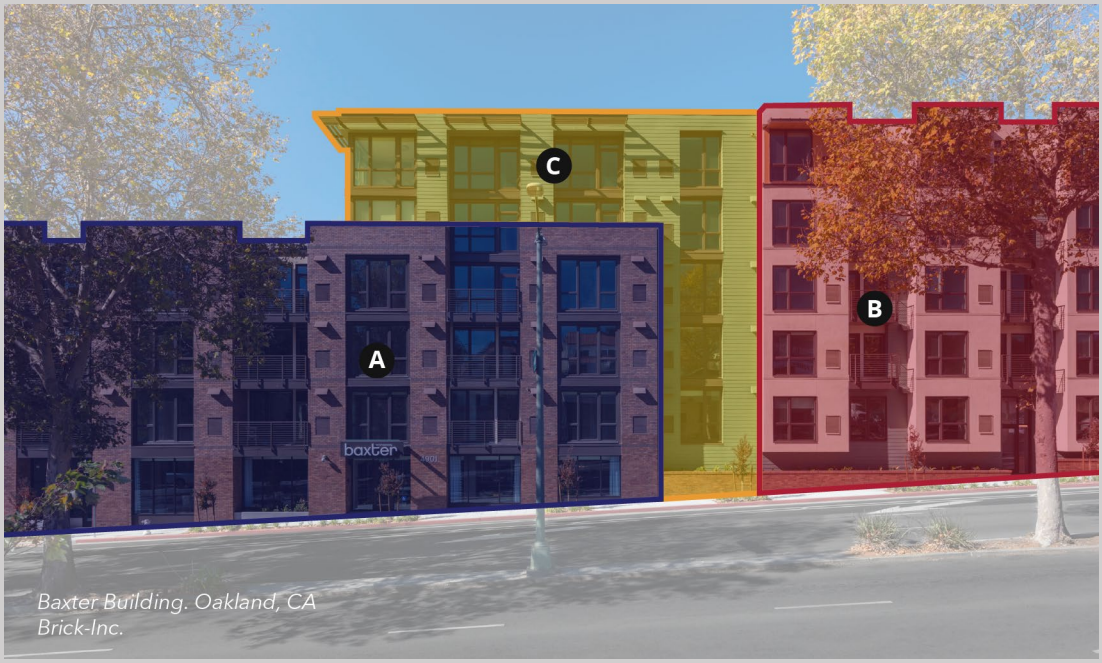
b. Each distinct façade compositions shall meet the Variation in Façade Composition Standards (4.3.3) to be distinct from the other façade composition.





4.3.2 Base/Middle/Top

1. Buildings three stories or taller and a building length greater than 50 feet shall be designed to differentiate a defined base or ground floor, a middle or body, and a top, cornice, or parapet cap. This standard applies to all exterior facing facades.



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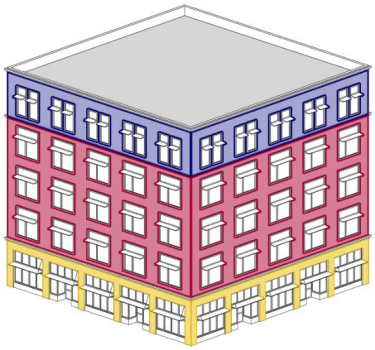
Example Diagrams of Base/Middle/Top Standards

Variation in Façade Composition A



Distinct facade composition(s) differentiating base, middle, top

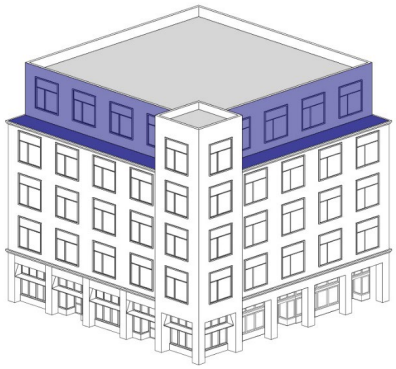
Datum Lines

Datum lines along entire length of building with change in material

Variation in Façade Composition B

Distinct facade composition(s) differentiating base, middle, top

Upper Floor Step Backs

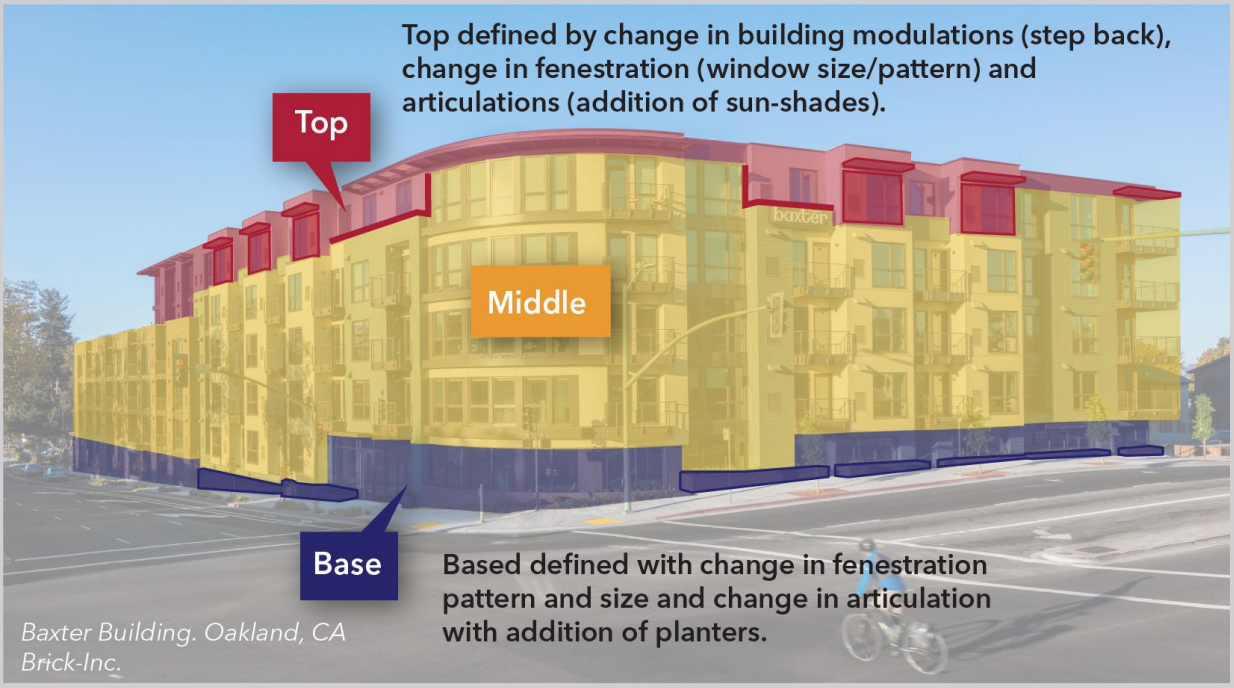


Upper floor(s) step back

Distinct Roof Form

Variation in roof/building height

Distinct roof form


Top defined by change in building modulations (step back), change in fenestration (window size/pattern) and articulations (addition of sun-shades).
Top
Middle
Base
Based defined with change in fenestration pattern and size and change in articulation with addition of planters.
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4.3.2.1 Building Base

1. A building's base shall be defined or differentiated from the middle/body by using one of the following techniques: (apply at least two)
    a. Have a distinct façade composition from the base floor(s) to middle/body floors by meeting the standards for a Variation in Façade Composition: Section 4.3.2
    b. Datum line or cornice between the base floor(s) and middle/body floors that:
        i.) Is a different material from the middle/body floors
        ii.) Has a minimum height of 4 inches and a minimum depth of 4 inches
    c. Floor-to-floor height of the ground floor increase of a minimum 2 feet greater than middle/base floor-to-floor heights.

4.3.2.2 Building Top

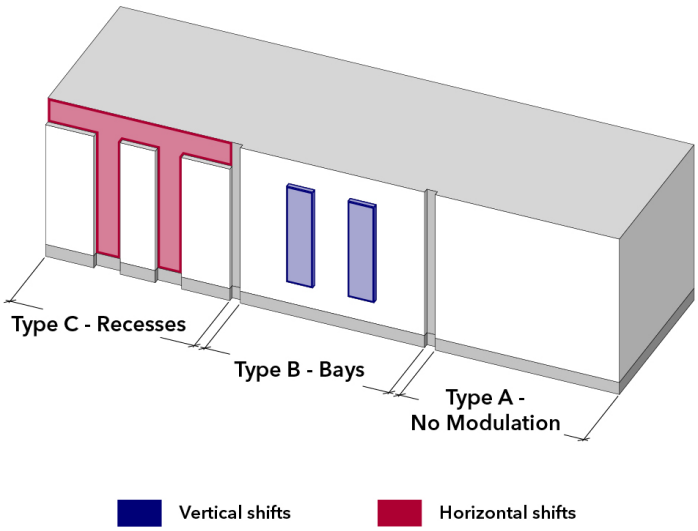
1. A building's top shall be defined or differentiated from the middle/body by using two or more of the following techniques: (apply two or more)
    a. Have a distinct façade composition from the middle/body floors to the top floor(s) by meeting the standards for a Variation in Façade Composition: Section 4.3.2
    b. Datum line or cornice between the middle and top floor(s) that include:
        i. A change in material from the façade
        ii. A minimum height of 4 inches and a minimum depth of 4 inches
    c. Upper floor(s) step back with a minimum depth of 2 feet and a maximum depth of 15 feet for a minimum 70% of the façade length.
    d. Distinct roof form or roof line. (apply one)
        i. Cornice or parapet cap that includes:
            1. a change in material from the façade
            2. a minimum height of 8 inches and a minimum depth of 4 inches
        ii. Eave/roof overhang with a minimum depth of 6 inches
        iii. A variation in roof/building height through building modulation:
        (examples: Bays that extend above Primary Façade height)
            1. Variation in roof/building height shall occur for a minimum 30% of the Building Façade Length.
            2. Change in roof/building height shall be a minimum of 2 feet of change from Primary Façade.

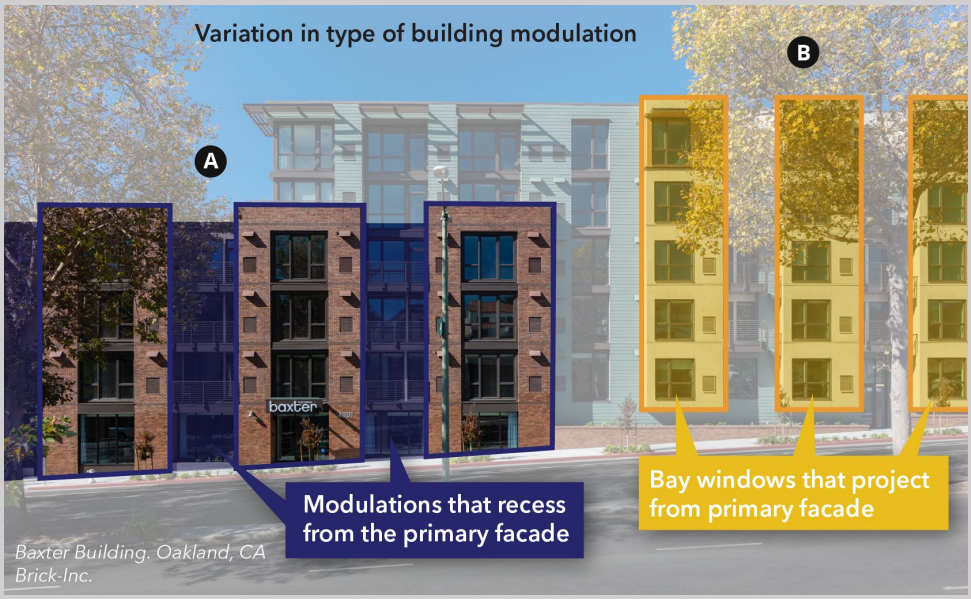
4.3.3 Variation in Façade Composition

1. A variation in Façade Composition shall include a variation in at least two of the following:
    a. Variation in Building Modulation,
    b. Variation in Façade Articulation,
    c. Variation in Fenestration, and
    d. Variation in Materiality.

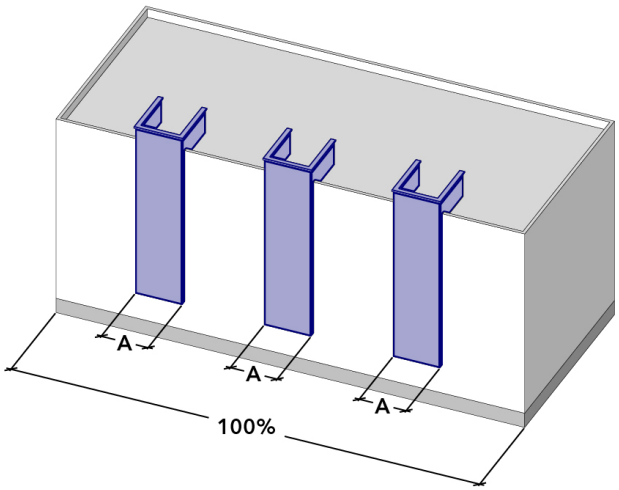
4.3.3.1 Variation in type of building modulation (minimum of one, if option selected)

1. Variation in type of building façade modulation patterns and form. Building modulations shall include horizontal shifts that include changes in floor plates that project and/or recess with a minimum average depth of 12 inches, changing the Primary Plane of the façade for a minimum 20% of the Façade Plane area.



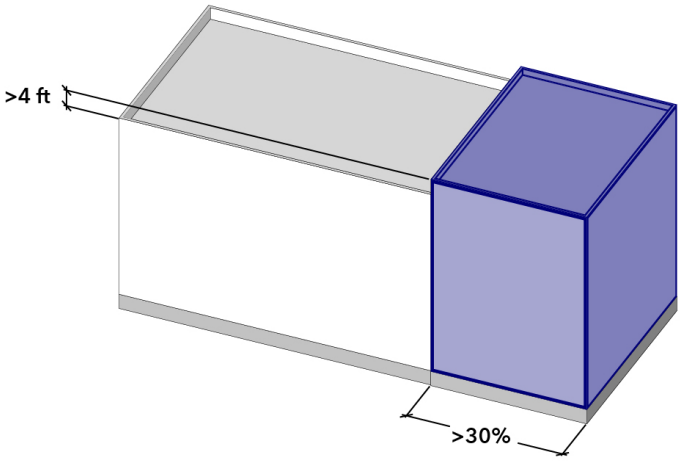


2. A variation in roof/building height through building modulation: (examples: Bays that extend above Primary Façade height)
    a. Variation in roof/building height shall occur for a minimum 30% of the Building Façade Length.



Building modulation with variation in roof/building height where sum of A > 30%

    b. Change in roof/building height shall be a minimum of 4 feet of change from Primary Façade.



Variation in roof/building height

4.3.3.2 Variation in Type of Façade Articulation (minimum of one, if option selected)

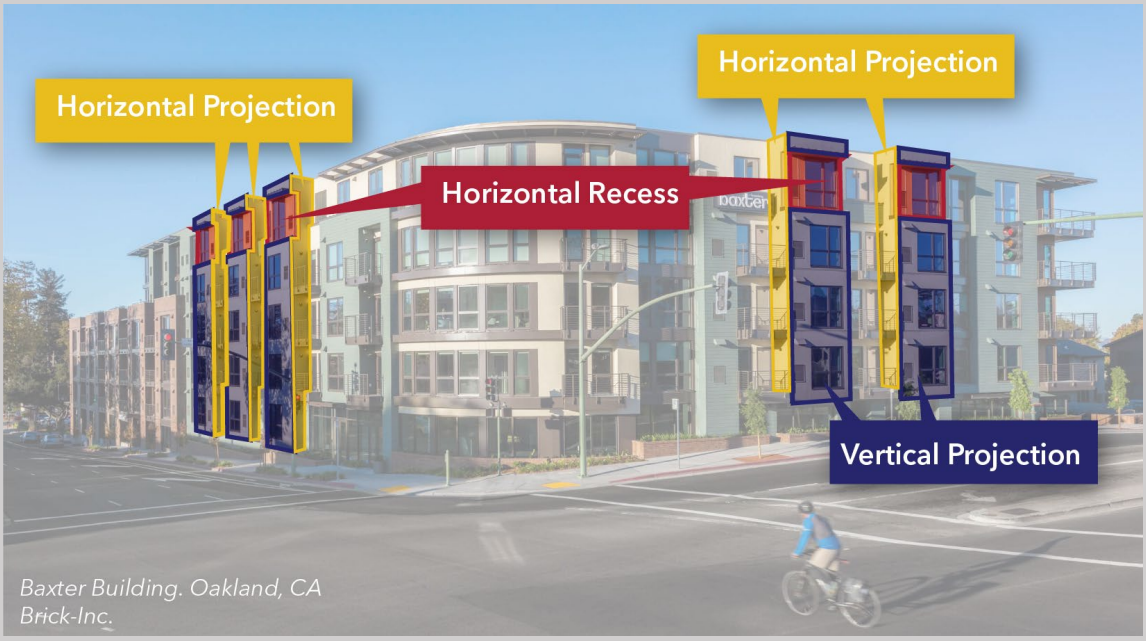
1. Variation in horizontal and/or vertical recesses or projections such as a pattern of recessed grouping of windows, recessed panels, bay windows or similar strategies. The recess or projection shall be a minimum six inches in depth.

Variation from Top to Middle + Middle to Bottom

A Horizontal projection

B Vertical projection

C Horizontal recess



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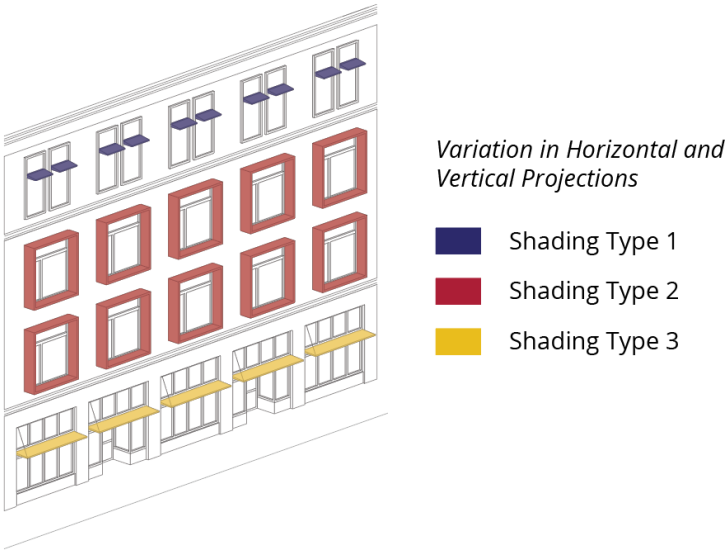
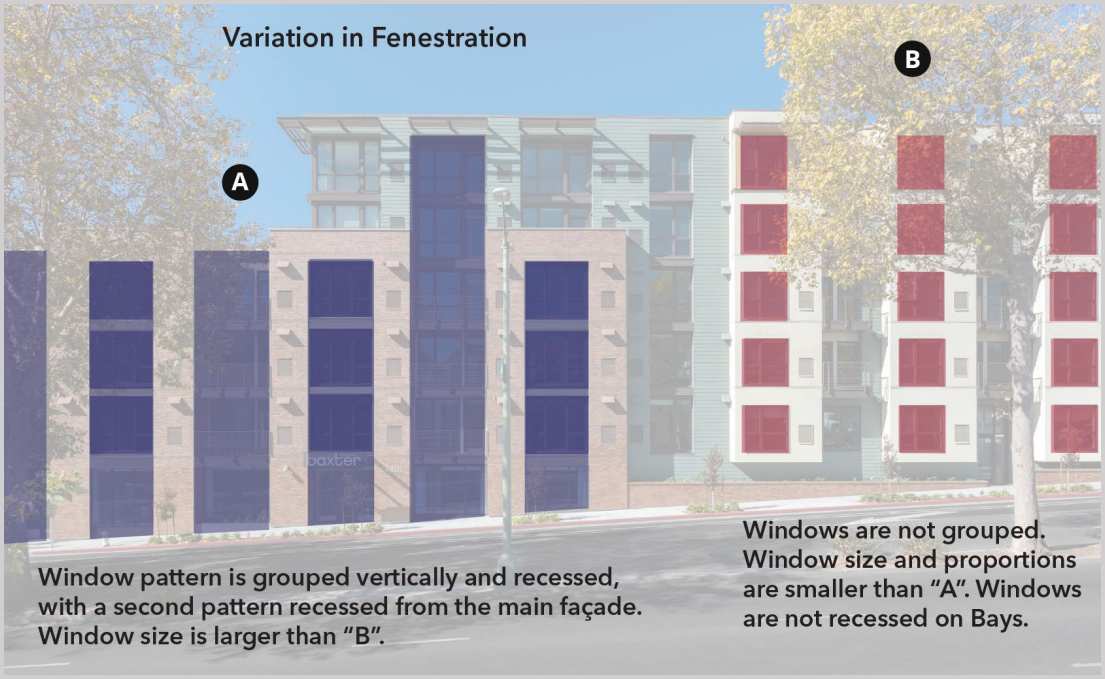
2. Variation in horizontal and/or vertical projections such as shading and weather protection devices, decorative architectural details, or similar. Variation in at least 2 of the following:
    a. Size
    b. Proportions
    c. Pattern
    d. Depth or projection



4.3.3.3 Variation in Fenestration

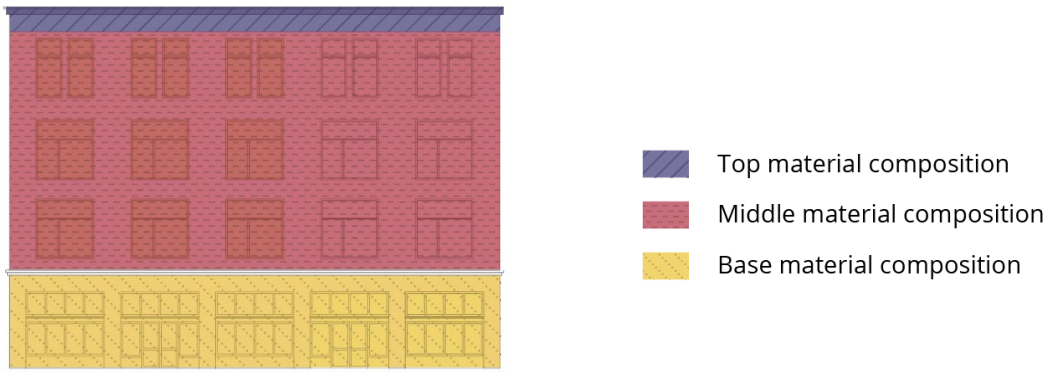
1. Variation in at least 2 of the following on the primary façade:
    a. Fenestration size
    b. Proportions
    c. Pattern
    d. Depth or projection

Variation in Fenetration Pattern

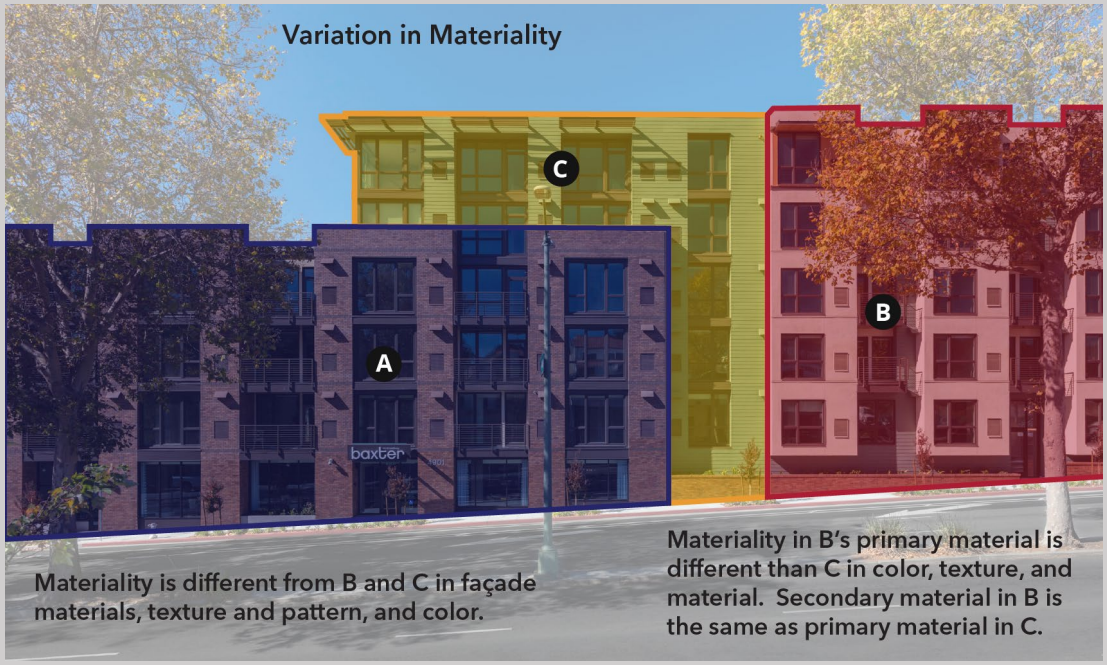


4.3.3.4 Variation in Materiality

1. Variation in 2 of the following on the primary façade:
    a. Façade material
    b. Material size
    c. Texture and pattern
    d. Color



Variation in two of the following on the primary facade



5 BUILDING ELEMENTS

5.1 Ground Floor Design

Intent

- To create inviting and interesting ground floors that enhance the pedestrian realm and to create places for people to gather and spend time outdoors.
- To create a transition between public and private space.

5.1.1 Building Entries (M)(L)(XL)

5.1.1.1 Primary Building Entry

1. The Primary Building Entry for multifamily buildings shall face a public right-of-way or a publicly accessible pedestrian pathway.
2. Primary building entries shall be scaled proportionally to the number of people served. Building entries inclusive of doorway and adjacent façade plane shall meet the following minimum width and depth from Primary Façade dimensions:
    a. Individual residential entries: See Section 5.2
    b. Multifamily entries (9 or more units): width: 10 feet; depth: 3 feet
    c. Upper floor commercial entries: width: 15 feet; depth; 5 feet
3. Primary entries for multifamily entries (9 or more units) and commercial entries shall have a minimum 60% transparent glazing between 3 and 7 feet in height for the required entry width.
4. Building lobbies for primary entries for (M) and (L) building serving more than 9 units shall include direct access to a stairwell to provide an alternative to elevators.
    a. Stairwell shall be visible from lobby area.
    b. Stairwell shall include natural light.
    c. Stairwell may be open air.

855 Brannan, San Francisco, CA
David Baker Architects. Image: Bruce Damonte

Stairwell adjacent to Residential Lobby

5.1.1.2 Storefront/Retail Entries

1. Entry doors shall have a minimum width of 3 feet.
2. Primary entries shall be setback a minimum 3 feet from back of walk or the minimum depth necessary to prohibit door swings from entering public right-of-way or effective sidewalk width.
3. Primary entries shall include weather protection that is a minimum 6 feet wide and 4 feet deep by recessing the entry, providing an awning, or using a combination of these methods.

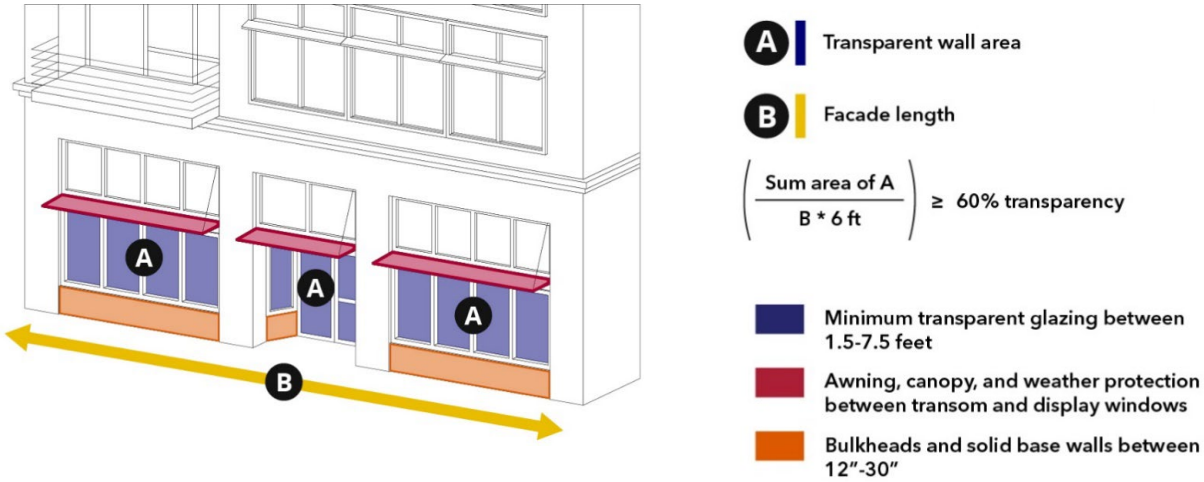
5.1.1.3 Individual Residential Unit Entries

1. For buildings with 9 or more ground floor units, a minimum of 80% of the ground floor residential units that face a public right-of-way or publicly accessible path, or open space shall have a unit entry with direct access to the sidewalk, path, or open space. (Senior units or other deed-restricted units for special populations are exempt)
2. Ground floor residential entries shall be designed to section 5.2 Residential Entry Types standards.
3. Ground floor residential entries shall include weather protection that is a minimum 4 feet wide and 3 feet deep by recessing the entry, providing an awning, or using a combination of these methods.

5.1.2 Ground Floor Façades

5.1.2.1 Ground Floor Storefront/Retail Façades

1. Storefront/retail façades shall have a minimum 60% transparent glazing between 1.5 and 7.5 feet in height.
2. Transparent glazing shall be maximum 15% reflective, visible light transmittance greater than 80%, and without tint or coloration in the glass substrate.
3. Bulkheads and solid base walls: If provided, shall measure between 12 and 30 inches from finished grade.
4. Awnings, canopies, and weather protection: When transom windows are above display windows, awnings, canopies, and similar weather protection elements shall be installed between transom and display windows. These elements allow for light to enter the storefront through the transom windows and allow the weather protection feature to shade the display window. Awnings may be fixed or retractable.



5.1.2.2 Ground Floor Non-residential Façades

1. Façades shall have a minimum 50% transparent glazing between 3 and 7.5 feet in height above finished floor.
2. Transparent glazing shall be maximum 50% reflective, visible light transmittance greater than 80%, and without tint or coloration in the glass substrate.

5.1.2.3 Ground Floor Residential Façades

1. Façades shall have a minimum 30% transparent glazing between 4 and 7.5 feet in height above finished floor.
2. Transparent glazing shall be maximum 50% reflective, visible light transmittance greater than 80%, and without tint or coloration in the glass substrate.

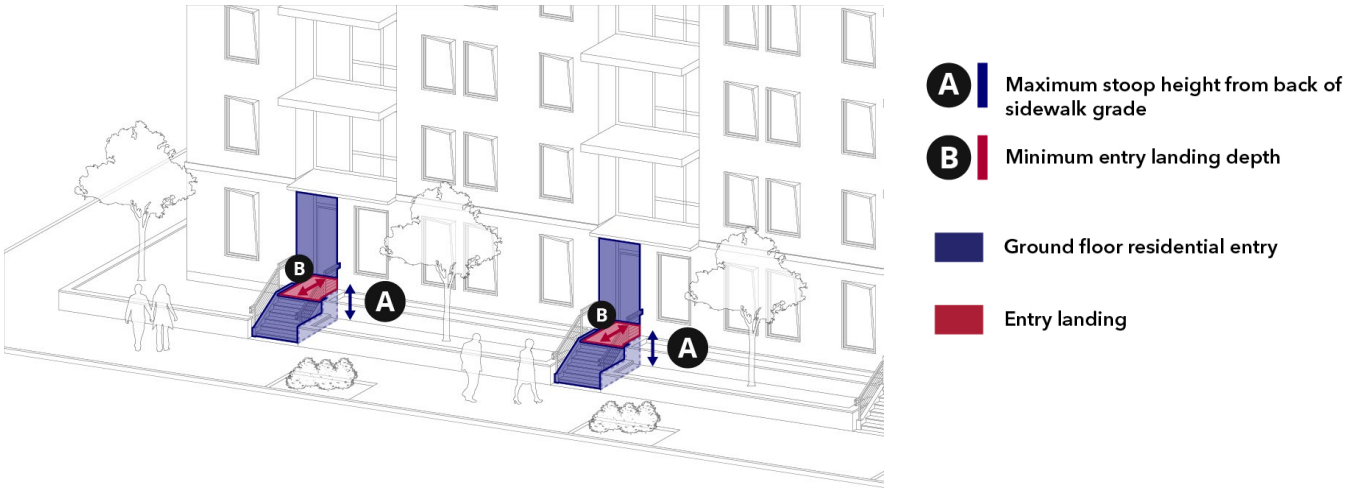
5.2 Residential Unit Entry Types

Intent

- Private entries into ground floor residential units shall be designed to provide human-scaled detailing, enhanced pedestrian experience, transition between public and private space, spaces for residents to gather and spend time outdoors, and resident privacy

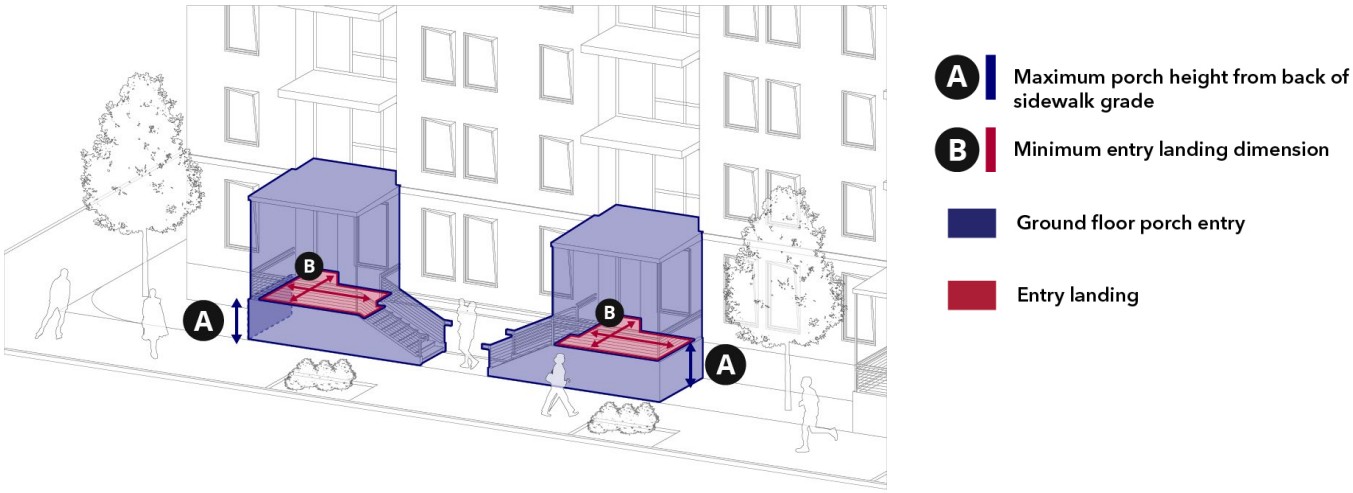
5.2.1 Stoop Entry

1. Stoops shall provide entry access for a maximum of two units.
2. Stoop heights shall be within 1 step of finished floor height of adjacent unit.
3. Stoop entry landings shall be a minimum 4 feet in depth and width.



5.2.2 Porch Entry

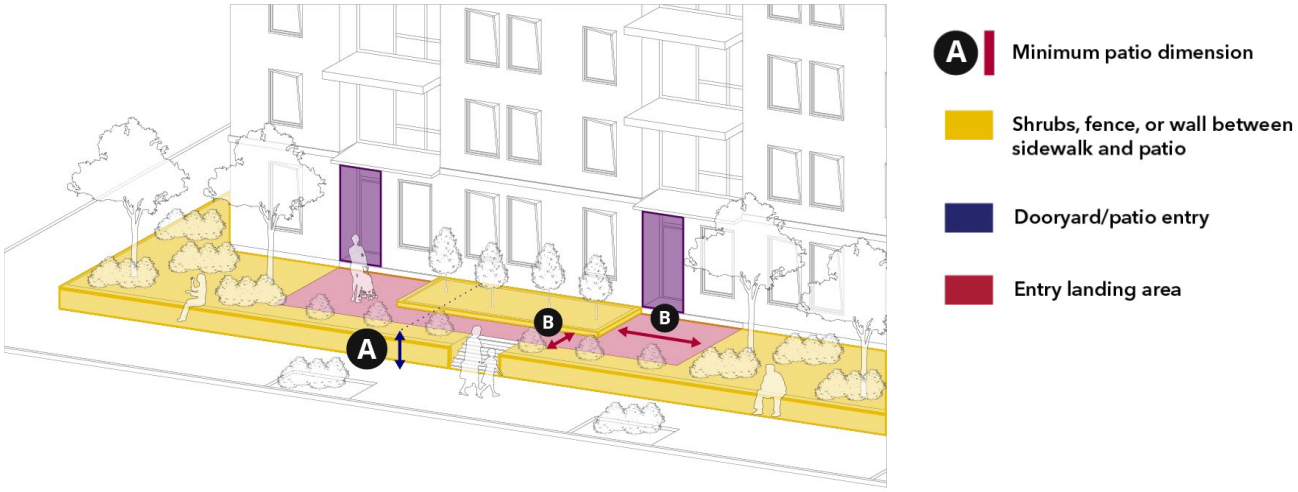
1. Porches shall provide entry access for a maximum of one unit.
2. Porches shall have a minimum dimension of 6 feet in depth and width.
3. The maximum porch floor height from the back of sidewalk grade shall be 5 feet.



5.2.3 Dooryard/Patio Entry

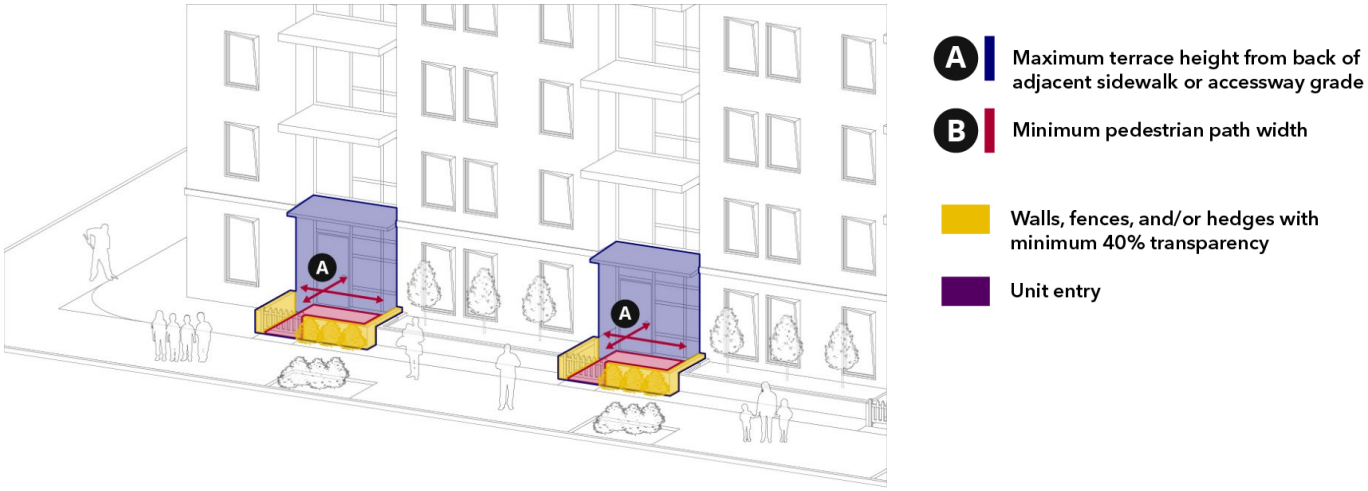
1. Patio entries may serve up to two units; and
2. Patio area shall have a minimum dimension of 8 feet in depth and width.
3. The Patio shall include at least one of the following features to define the transition between public and private space:
    a. A row of shrubs not exceeding 42 inches in height located between the sidewalk and the patio that assists with defining the edge between public and private space. Shrubs shall be at least one gallon in size and be planted a maximum of three feet on center; or
    b. A fence not to exceed 36 inches in height and minimum transparency of 10% located between the sidewalk and the patio that assists with defining the edge between public and private space, with a gate or fence opening to provide access to the pedestrian route between the pedestrian way and the front door; or

c. A metal, wood, or stone wall not to exceed 36 inches in height located between the sidewalk and the patio that assists with defining the edge between public and private space with a gate or wall opening to provide access to the pedestrian route between the pedestrian way and the front door. A minimum 18-inch landscape strip shall be located between the wall and the abutting pedestrian way and entirely landscaped with ground cover, shrubs or other landscape living plant material.



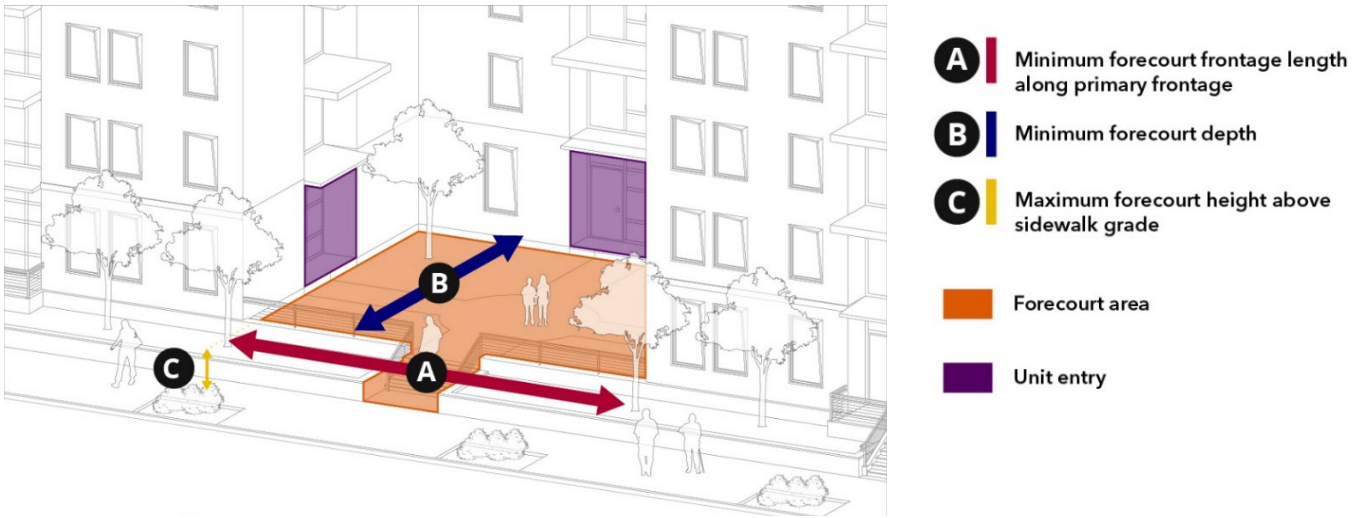
5.2.4 Terrace:

1. A Terrace may serve multiple unit entries.
2. The maximum Terrace height shall be 30 inches above the grade of the back of the adjacent sidewalk or accessway.
3. Pedestrian paths at terrace level shall have a minimum width of 42 inches.
4. Walls, fences, and hedges on Terraces shall be a maximum of 42 inches tall and have a minimum transparency of 40%.



5.2.5 Frontage Court:

1. A Frontage Court may serve multiple unit entries.
2. The minimum Frontage Court width along a primary frontage shall be 25 feet.
3. The maximum Frontage Court width along a primary frontage shall be 50% of the façade length or 80 feet, whichever is less.
4. The minimum Frontage Court depth shall be 25 feet.
5. The maximum Frontage Court depth shall be 50 feet or a ratio not to exceed 2:1 depth to width.
6. The maximum height of the Frontage Court shall not exceed 5 feet above sidewalk grade.



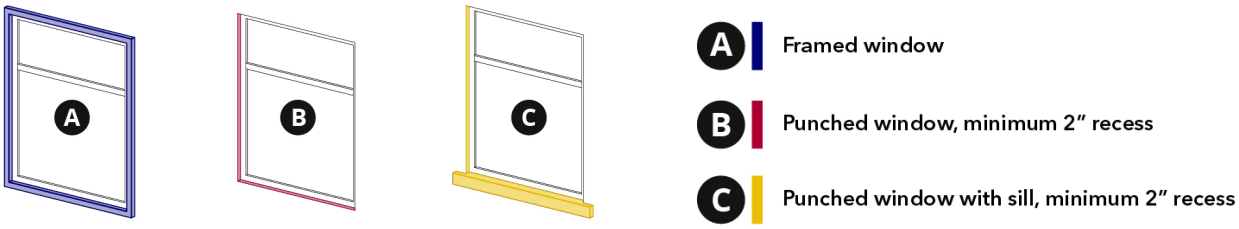
5.3 Fenestration Design

Intent

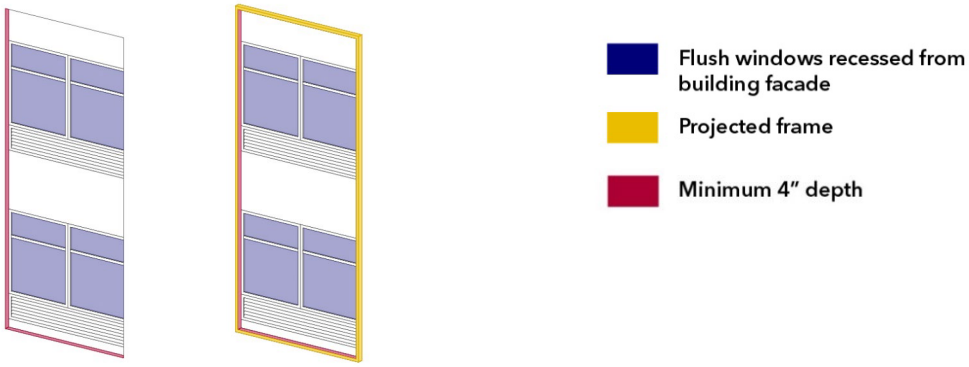
- To ensure high quality building elements that add to the human-scale architecture.
- To ensure that mechanical, utilities, and services are designed to complement the architecture design.

5.3.1 Fenestration Design: All fenestrations shall meet the following standards:

1. Windows shall be recessed a minimum of 2 inches. Façades or portions of façades utilizing a curtain wall are exempt from this standard.



2. Windows that are flat or "flush" with the façade are prohibited unless applied to a portion of a building that is part of a recessed façade modulation with a minimum 4 inches in depth. Façades or portions of façades utilizing curtain walls are exempt from this standard.



5.4 Green/Productive Roofscapes

Intent

- To increase green space, urban ecology (stormwater runoff reductions, decreased urban heat island effect), and building performance (improved photovoltaic (PV) panel efficiency, reduced building energy consumption).

5.4.1 Green/Productive Roofs:

A green roof is a flat roof (less than 10%) that has been altered to support urban ecology. They are comprised of a layer of engineered soil and vegetation planted over a waterproofing system. Green roofs facilitate several positive benefits in terms of greater community connections to green space, urban ecology (stormwater runoff reductions, decreased urban heat island effect), and building performance (improved photovoltaic (PV) panel efficiency, reduced building energy consumption). The latter is an important factor in carbon use reduction, and because the co-location of green roofs and PV panels provides benefits for the performance of the green roof, the PV panels, and the building.

1. **Minimum Size.** Green roofs shall be required for all new developments with a minimum net roof area (gross roof area – allowed deductions) of 5,000 ft².
    a. Net roof area shall be calculated as the sum of all roof area(s) for a development and not by individual structures.
    b. Allowed Deductions: codified amenity spaces, codified setbacks, HVAC systems, fire suppression systems and associated easements, and emergency corridors.
    c. The following graduated spatial requirement shall be used to determine the green roof size for each new development.

Net Roof Area for Entire Development	Size of Green Roof
Less than 5,000 ft²	*Exempt*
5,000-14,999 ft²	20%
15,000-29,999 ft²	25%
30,000-49,999 ft²	30%
50,000-64,999 ft²	35%
65,000 ft² or greater	40%

2. **Photovoltaic Panels (PV).** PV panels and green roofs shall be co-located where feasible. If co-located, PV panels shall be clustered together with individual rows spaced 32" apart to allow for sunlight penetration to the green roof beneath.
3. **Habitat.** All projects, including green roof improvements and new construction, shall satisfy the following standards regarding plant selection and siting.
    a. **Plant Palettes.**
        i. Plant and tree selection shall be per Section 3.6 Landscaping and be appropriate for siting on green roofs (e.g., low maturation height and weight, shallow root structure, low water requirements).

ii. Landscaping shall configure plantings in multi-layered clusters, placing groundcover, shrub, and tree canopy layers in the same area to provide vertical structure. Target an overlap of 2-3 layers of native vegetation for >75% of the planting area.

b. **Tree selection and placement.** All green roof tree selection and placement shall satisfy the following standards regarding size and stability.

i. **Root Structure.** Tree species with deep taproots or invasive root tendencies are not permitted.

ii. **Root anchoring.** All trees shall be anchored at the root ball in accordance with wind shear, pressure, and suction capacity of the associated soils.

c. **Soils.** Varied topography, soil materials, and soil textures are critical in supporting more diverse plantings, pollinators, and a greater range of ecological functions. Engineered soil shall be placed at varying depths to mimic the natural undulation of native habitat. Deep green roof soils (≥ 6 in.) increase the potential for healthy long-lived plantings and associated enhanced biodiversity. Deeper soil helps to reduce root zone temperature extremes, retain moisture, and support more diverse invertebrate populations. Green roof soil depth shall satisfy the following requirements to support healthy native plants.

i. General native plant support standards for soil depths are as follows:

1. ≥ 6″ for herbaceous plants
2. ≥ 10″ for small woody shrubs
3. ≥ 18″ for large woody shrubs
4. ≥ 30″ for small trees

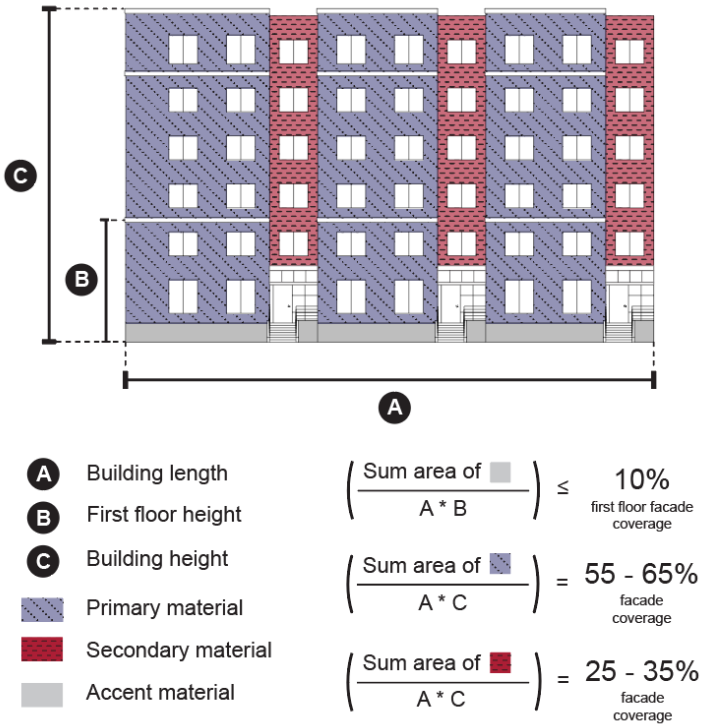
5.5 Building Materials

Intent

- To promote the use of high quality, durable, sustainable, and attractive materials that exhibit a sense of permanence and contribute to the aesthetic quality of the development and to the urban design fabric of the community.

5.5.1 Allowed Building Materials

1. **Variation in Building Materials.** Each façade shall include the following materials:
    a. Primary materials shall cover between 55 to 65% of each exterior (excluding windows, doors, garage doors, and building trim).
    b. High-quality primary materials such as brick, stone, ceramics, metals, fiber-cement panels, Shou Sugi Ban, or other composite panel systems may exceed 65% maximum. Panel systems shall not have exposed bolts or fasteners.
    c. A secondary material(s) shall cover the remainder of each façade (excluding windows, doors, garage doors, and building trim) from 25 to 35%.
    d. Durable finish and/or accent materials, including masonry, tile, stone, brick, and/or finished metal may cover up to 10% of the first floor of the front façade (excluding building trim).
2. **Prohibited Siding Materials.** Plywood, vinyl, plastic (and plastic laminate), and fiberglass, shall be prohibited siding materials.
3. **Building Component Colors.** All vents, gutters, downspouts, flashing, electrical conduits, etc., shall be painted to match the color of the adjacent surface.
4. **Signage.** Signage shall meet requirements of Milpitas Signage Ordinance.



6 USABLE OPEN SPACE

Intent

- To create well designed common and private open spaces that serve multiple purposes, encourage gathering, improve the health and wellness of residents, and embraces nature in our built environment.

6.1 Rules for Distribution of Open Space

1. Usable Open Space may be provided as Publicly Accessible Open Space, Common Open Space, or Private Open Space.
    a. For (L) and (XL) projects, a minimum of 30% of required Usable Open Space shall be Common Shared Open Space.
    b. Publicly Accessible Open Spaces greater than 5,000 sf in continuous area may count as 1.2 times the amount of required common shared open space.

6.2 Open Space Types

6.2.1 Publicly Accessible Open Spaces

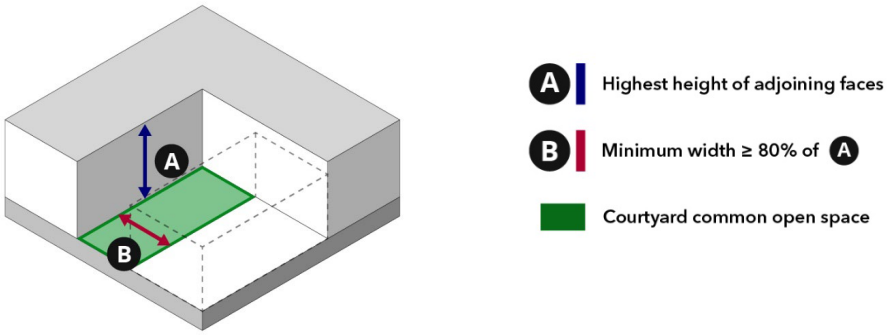
Publicly Accessible Open Space may include plazas, courtyards, seating areas, parklets, play areas, recreational facilities or equipment, dog parks, and usable green space, among others. Spaces may be provided that do not meet the standards below, but they may not be counted toward the required Usable Open Space.

1. If Publicly Accessible Open Space is provided, it shall meet the following standards:
    a. Shall be publicly accessible for a minimum 12 consecutive hours per day.
    b. Shall be accessible from a public right-of-way or from a publicly accessible lobby with signage including open space type, hours of access, and amenities visible from a public right-of-way.
    c. Shall have a minimum area of 1,000 square feet.
    d. Shall have a minimum dimension of 25 feet in any direction.
    e. Shall have permanent seating (e.g., seat walls, planter ledges, benches, picnic tables, and seating steps).
    f. A minimum of 60% of the area shall be open to the sky and free of permanent weather protection or encroachments. Trellises and similar open-air features are permitted.
    g. Shall have a minimum 20% of landscaping:
    h. A minimum of 20% of the open space area shall be planted with ground cover and/or shrubs.
    i. A minimum of one tree shall be planted per 400 square feet of the open space area.

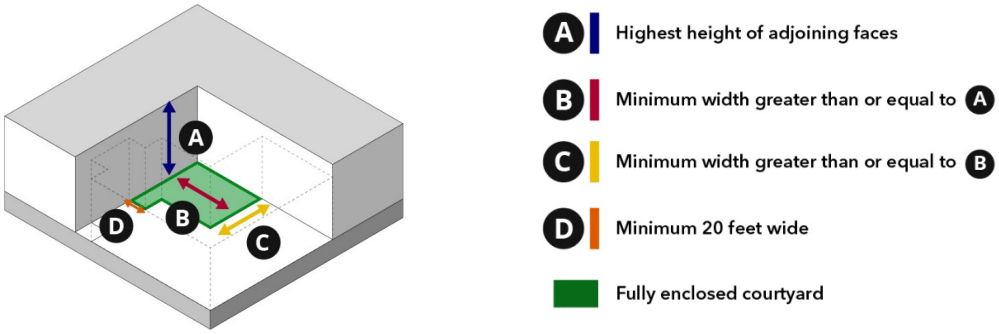
6.2.2 Common Open Space

This section applies to private common open space in residential subdivisions (including rowhouses), multi-family residential projects, and residential mixed-use projects. Private common open spaces are outdoor open spaces that are shared and accessible only to building residents and their visitors. Common open spaces may include courtyards, gardens, play areas, outdoor dining areas, recreational amenities, and rooftop open spaces. Spaces may be provided that do not meet the standards below, but they may not be counted toward the required Usable Open Space.

1. Common Open Space shall meet the following standards:
    a. Shall be immediately adjacent to common spaces, hallways, or residential units.
    b. Shall be accessible to all residents.
    c. Shall have a minimum width and length of 20 feet.
    d. Courtyard enclosed by three sides of a building shall have a minimum width that is equal to or greater than 80% of the highest height of the adjoining faces.



    e. Fully enclosed courtyards shall have one minimum dimension that is equal to or greater than the highest height (up to 80 feet) of the adjoining facades. The second dimension shall be equal to or greater than 80% of the highest height of the adjoining facades.



    f. A minimum of 60% of the area shall be open to the sky and free of permanent weather protection or encroachments. Trellises and similar open-air features are permitted.
    g. Minimum 20% of the open space area shall be planted with trees, ground cover, and/or shrubs.
    h. Shall have permanent seating.

6.2.3 Private Open Space

This section applies to personal private open space in multi-family residential and residential mixed-use projects. Private open space areas are intended for private use for each dwelling unit and may include balconies (covered or uncovered), private gardens, private yards, terraces, decks, and porches, among others. Spaces may be provided that do not meet the standards below, but they may not be counted toward the required Usable Open Space.

1. If Private Open Spaces is provided, it shall meet the following standards:
    a. Shall be directly accessible from a residential unit.
    b. Balconies shall have a minimum dimension of 6 feet in depth and width.
    c. Balconies shall have a minimum floor area of 50 square feet.
    d. Patios shall have a minimum dimension of 8 feet in depth and width.

e. Patios shall have a minimum floor area of 64 square feet.
f. Floor to ceiling height shall have a minimum dimension of 8.5 feet.
g. May be covered but not fully enclosed.
h. Ground level private open space shall be screened or buffered from adjacent private or common open space and dwellings by landscaping, fencing, walls, trellises, or other screening elements.

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RESOLUTION NO. 22-024

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MILPITAS RECOMMENDING THAT THE CITY COUNCIL ADOPT THE MILPITAS RESIDENTIAL AND MIXED-USE OBJECTIVE DESIGN STANDARDS

WHEREAS, in 2017, the State of California Legislature passed, and Governor Newsom signed Senate Bill 35 (Wiener). Senate Bill 35 authorizes a development proponent to submit a planning application for a multifamily housing development, which satisfies specified planning objective design standards, that is subject to a streamlined, ministerial approval process. The bill declares that access to affordable housing is a matter of statewide concern and aims to address California's housing shortage by streamlining and increasing affordable housing development; and

WHEREAS, under Senate Bill 35, jurisdictions that have insufficient progress toward their very low- and low-income Regional Housing Needs Allocation are subject to the streamlined ministerial approval process for proposed developments with at least 50 percent affordability; and

WHEREAS, the City has made insufficient progress towards its very low- and low-income Regional Housing Needs allocation and is subject to the Senate Bill streamlined ministerial approval process for proposed developments with at least 50 percent affordability; and

WHEREAS, in 2019, the State of California Legislature passed, and Governor Newsom signed Senate Bill 330 (Skinner). Senate Bill 330 makes numerous changes to the Permit Streamlining Act and the Housing Accountability Act (Senate Bill 35) to create a new preliminary application process, streamline the permit review process, and limit the standards and policies that a local jurisdiction can apply to housing developments; and

WHEREAS, Senate Bill 330 prohibits local jurisdictions from conducting more than five hearings on a housing development project that complies with objective general plan and zoning standards and criteria; and

WHEREAS, Senate Bill 330 prohibits local jurisdictions from requiring a housing development project to rezone the property if it is consistent with objective general plan and zoning standards and criteria; and

WHEREAS, Government Code Section 65589.5 defines "housing development project" as "a use consisting of any of the following: (A) Residential units only. (B) Mixed-use developments consisting of residential and nonresidential uses with at least two-thirds of the square footage designated for residential use. (C) "Traditional housing or supportive housing"; and

WHEREAS, Government Code Section 65589.5 defines "objective" as "involving no personal or subjective judgment by a public official and being uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official"; and

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WHEREAS, the Milpitas General Plan provides the following goals and policies:

- **Policy LU-5:** Ensure that new development is compatible with existing development in order to maintain a high quality of life for residents, while supporting successful business operations.
- **Policy CD-1:** Strengthen Milpitas' identity and sense of place by reinforcing the community's distinctive, high-quality community form, natural landscape, and character.
- **Policy CD-2:** Ensure project designs reinforce a sense of place, display design excellence, and are cohesive and sensitive to the surrounding built environment and natural landscape.
- **Policy CD-10:** Design buildings, sites, and streets to enhance pedestrian and bicycle mobility.
- **Policy CD-11:** Enhance Milpitas' commitment to sustainable design by minimizing negative environmental impacts and utilizing resources efficiently.

WHEREAS, the City currently does not have objective and quantifiable design standards for new housing development projects; and

WHEREAS, the City wishes to adopt the Milpitas Residential and Mixed-Use Objective Design Standards to streamline housing approvals and accelerate housing production by providing clarity and certainty in design decisions and to eliminate unnecessarily burdensome review in the permitting process in line with State and City goals pursuant to Senate Bill 35, Senate Bill 330, and the Milpitas General Plan; and

WHEREAS, on May 26, 2020, the California Department of Housing and Community Development (HCD) notified staff that the City would receive $310,000 in grant funding through the State's Planning Grant Program, which is funded by the Building Homes and Jobs Act (Senate Bill 2); and

WHEREAS, the Planning Grant Program is a one-time component of Senate Bill 2 that, among other provisions, provides financial and technical assistance to local governments to prepare, adopt, and implement plans and process improvements that streamline housing approvals and accelerate housing production; and

WHEREAS, the City is using the grant funding to create land use and zoning tools to streamline housing approvals, comply with State legislation, and support the State's goal of addressing critical housing needs. Developing the Milpitas Residential and Mixed-Use Objective Design standards is one of the three key tasks being funded as part of this effort; and

WHEREAS, the Milpitas Residential and Mixed-Use Objective Design Standards complement the City's Zoning Ordinance (Milpitas Municipal Code, Title XI, Chapter 10) by providing detailed architectural and urban design standards that supplement the City's zoning and general development standards to facilitate high-quality, attractive developments and protect existing neighborhoods; and

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WHEREAS, the Milpitas Residential and Mixed-Use Objective Design Standards utilize a holistic approach and cover topics including block structure, building orientation, open space and landscaping, access and parking, building lengths, upper floor mass reductions, major and minor breaks in the building façade, awnings and canopies, window design and pattern, and building materials; and

WHEREAS, the Milpitas Residential and Mixed-Use Objective Design Standards balance objectivity with flexibility by establishing unique requirements for each building type, addressing special circumstances, providing multiple options for compliance, and establishing a clear process for requesting and approving minor exceptions and exemptions; and

WHEREAS, the Planning Department solicited public input in developing the Milpitas Residential and Mixed-Use Objective Design Standard using a public-facing fact sheet posted on the Planning Department webpage, working sessions with City staff, and stakeholder meetings with developers and community members including formal presentations at two Community Development Roundtable meetings hosted by the City and an online meeting with members of the Milpitas Involved Citizens group. The Milpitas Residential and Mixed-Use Objective Design Standards were also available for public comment from July 19th to August 20th; and

WHEREAS, the Milpitas Residential and Mixed-Use Objective Design Standards is exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption) and as a separate and independent basis Section 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning); and

WHEREAS, on October 12, 2022, the Planning Commission held a duly noticed public hearing on the Milpitas Residential and Mixed-Use Objective Design Standards, at which all those in attendance were given the opportunity to speak on the item; and

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

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

SECTION 1. Recitals.

The Planning Commission 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 Planning Commission. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.

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SECTION 2: The Planning Commission of the City of Milpitas hereby adopts Resolution No. 22-024 recommending that the City Council adopt the Milpitas Residential and Mixed-Use Objective Design Standards, which is attached hereto as Exhibit A.

PASSED AND ADOPTED at a regular meeting of the Planning Commission of the City of Milpitas on October 12, 2022.

DocuSigned by:
Chair Bill Chuan Oct-13-2022
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Bill Chuan, Chair

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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 October 12, 2022 and carried by the following roll call vote:

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

Certificate Of Completion

Envelope Id: 674A8D5AC4F449209E5E855CFFFAB393 | Status: Completed

Subject: Complete with DocuSign: Attachment A - PC Resolution 22-023- Denial 101022_CEQA rev.pdf, Attach...

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Chair Bill Chuan bill_chuan@yahoo.com Security Level: Email, Account Authentication (None)	DocuSigned by: Chair Bill Chuan BC 1CD00AF9F201461... Signature Adoption: Drawn on Device Using IP Address: 67.188.2.13 Signed using mobile	Sent: October 13, 2022 | 11:50 Viewed: October 13, 2022 | 13:26 Signed: October 13, 2022 | 13:27

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Jay Lee jlee2@ci.milpitas.ca.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: April 27, 2022 | 15:56 ID: e10f7119-e66e-45ec-a542-c3aec05bcd13	COPIED	Sent: October 13, 2022 | 13:27

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CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Approve Revisions to the Speed Hump City Council Policy (Staff Contact: Steve Chan, Transportation and Traffic Manager, 408-586-3324)**
Category:	Community Services and Sustainable Infrastructure
Meeting Date:	11/1/2022
	Recommendation: Approve Revisions to the Speed Hump City Council Policy.

BACKGROUND:
The City Council adopted a Speed Hump installation policy on October 21, 1997. A Speed Hump is a parabolic vertical traffic calming device intended to slow vehicle speed. Installation is appropriate for residential streets with low traffic volumes and lower speed. Speed Hump installation is designed to improve roadway safety for motorists, pedestrians, and bicyclists.

Under the 1997 policy, residents requesting installation of a Speed Hump would submit a request to the City's Engineering Department for review. The request would be analyzed using the following criteria:

1. Street(s) have a demonstrated speeding problem that persist after non-structural means such as increased traffic enforcement or use of radar speed feedback signage.
2. The street is a city owned residential street and not a private street.
3. The street has a 25-mph speed limit, and a longitudinal slope less than 5%.
4. The identified street(s) reflect traffic counts greater than 750 vehicles per day (vpd).
5. At least one neighborhood meeting has been conducted, and the request is supported by a majority (greater than 70%) of residents on the street.

On May 18, 2022, the Speed Hump policy was presented to the Transportation Subcommittee. Staff was requested to review policies of other agencies and to recommend changes to the Milpitas policy to be more in-line with other agencies. Staff presented the recommend Speed Hump policy changes to the Transportation Subcommittee for consideration on October 12, 2022, and the Subcommittee recommended the policy changes be presented to the full Council.

ANALYSIS:
As presented to the Transportation Subcommittee on October 12th, the Milpitas Speed Hump policy differs from neighboring cities in the level of resident support required for Speed Hump installation. Whereas the Milpitas policy requires that greater than 70% resident support is required, the Cities of San Jose, and Sunnyvale policies only require greater than 50% resident support, and Palo Alto's policy requires 67% support.

Lowering the required resident support threshold to a simple majority of residents greater that 50%, like the San Jose and Sunnyvale policies, would make it easier for Speed Hump installation to occur. In addition, it is recommended that the Milpitas policy be modified to require that residents within 20 feet of the proposed Speed Hump location must support the installation due to the potential for Speed Hump generated traffic noise.

The redlined policy revision (attached) is presented in the new City Council format, including formalized purpose, definition, and procedures that were previously informally in place, and the recommended policy changes are shown below in bold:

1. The street(s) identified in the request have a demonstrated speeding problem that has persisted after implementation of non-structural traffic calming means such as increased police traffic enforcement and use of radar speed feedback signage.
2. The street(s) are city-owned, residential, and are not private streets.

3. The street(s) have a 25-mph prima facie speed limit and have slopes less than 5%.
4. The identified street(s) have traffic counts greater than 750 vehicles per day (vpd).
5. **Installation of Speed Hump(s) shall be supported by a simple majority (greater than 50%) of households on the affected street(s).**
6. **All households located within 20 feet to the proposed Speed Hump shall support the installation.**

These policy changes are consistent with best practices, and they would allow the City to be more responsive to requests for installation of Speed Humps. The installation of new Speed Humps authorized by the City Council would be coordinated and funded through the City's annual Street Resurfacing projects subject to annual appropriation of funds.

POLICY ALTERNATIVE:

Alternative: Do not revise the City's Speed Hump installation policy
Pros: The cost to install Speed Humps is approximately $10,000 per each Speed Hump and there are future maintenance costs associated with their installation. Reducing the number Speed Humps installed would save City funding for more significant transportation related improvement projects. Maintaining the current policy where it requires greater than 70% resident support for Speed Hump installation would save city funding.

Cons: The greater than 70% resident approval threshold requirement of the current policy may be difficult to achieve and could result in Speed Hump installation requests to not being approved.

Reason for Not Recommending: Changing the Milpitas policy to require that resident support for Speed Hump installation be greater than 50% would align the Milpitas policy to that of San Jose and Sunnyvale and would make it easier to approve requests for Speed Hump installations.

FISCAL IMPACT:
There is no immediate fiscal impact associated with this proposed policy change. Resident requests to install new Speed Humps that meet this policy would be brought to the City Council for approval on a by case basis. The installation of new Speed Humps would be coordinated and funded through the City's annual Street Resurfacing projects subject to annual appropriation of funds.

California Environmental Quality Act (CEQA):
A policy revision is not a project and therefore is not subject to CEQA.

RECOMMENDATION:
Approve revisions to the Speed Hump City Council Policy

Attachment(s):
Revised Speed Hump City Council Policy

CITY OF MILPITAS

Revision	Date
1	

CITY COUNCIL POLICY

Policy No: Click or tap here to enter text.	**Speed Hump Policy**	**Effective Date:** 10/21/1997
Revision No: 1	**Policy Administrator:** Engineering	**Next Review Due:** Click or tap to enter a date.
Related Policies and Procedures: Click or tap here to enter text.	**Approved by:**	**Date Approved:** Click or tap to enter a date.

1. PURPOSE

1.1. The City Council recognizes that traffic calming measures such as the installation of Speed Humps can benefit residential neighborhoods in the City.

1.2. This Policy establishes a review process for requests to install Speed Hump(s) on city-owned residential streets.

2. POLICY

Installation of Speed Humps on city-owned residential streets shall meet the following conditions:

2.1. The street(s) identified in the request have a demonstrated speeding problem that has persisted after implementation of non-structural traffic calming means such as increased police traffic enforcement and use of radar speed feedback signage.

2.2. The street(s) are city-owned, residential, and are not private streets.

2.3. The street(s) have a 25-mph prima facie speed limit and have slopes less than 5%.

2.4. The identified street(s) have traffic counts greater than 750 vehicles per day (vpd).

2.5. Installation of Speed Hump(s) shall be supported by a ~~significant majority (greater than 70%)~~ simple majority (greater than 50%) of households on the affected street(s).

2.6. All households located within 20 feet of the proposed Speed Hump shall support the installation.

3. DEFINITION(S)

3.1. A Speed Hump is a parabolic vertical traffic calming device intended to slow traffic speeds on low-volume, low-speed roadways. Speed hump installation is appropriate for residential streets.

4. PROCEDURE(S)

4.1. Speed Hump installation requests may be submitted to the Engineering Department, Traffic Engineering Section, (408) 586-3324.

4.2. Staff reviewing requests for new Speed Hump(s) installation shall:

- 4.2.1. Collect vehicle volume and speed data for the requested street for 1-week duration.
- 4.2.2. Confirm the 85th percentile of vehicle speed data exceeds 25 mph.
- 4.2.3 Confirm traffic count data is greater than 750 vehicles per day. If the 85th percentile of vehicle speed data is less than 25 mph, and/or the measured traffic volume is less than 750 vpd, staff will inform the requesting party that the request for speed hump installation does not meet the requirements of this Policy and will not proceed.

4.2.4 Where data shows speeds exceed 25-mph, staff will deploy non-structural traffic calming measures including temporary radar speed feedback signs and/or increased police traffic enforcement for a 1-week duration.

4.2.5 Collect new vehicle speed data on the requested street for a 1-week duration following implementation of non-structural traffic calming measures.

4.3 If the 85th percentile for vehicle speed data collected after implementing non-structural traffic calming measures is less than 25-mph, staff informs the requesting party that the request for speed hump installation does not meet the requirements of this Policy and will not proceed.

4.4 If the 85th percentile of vehicle speed data collected after implementation of non-structural traffic calming measures exceeds the 25-mph threshold, staff will:

4.4.3 Identify an appropriate location for the new speed hump(s) and signage.

4.4.4 Conduct at least one neighborhood meeting to confirm that the request for speed hump(s) installation is supported by greater than 50% of the households on the requested street.

4.4.5 Confirm that households located within 20 feet of proposed new speed hump(s) support the installation.

4.4.6 Present the request for speed hump(s) installation to the City Council for consideration and approval.

4.5 Follow Council approval, staff will coordinate the installation as part of the annual Street Resurfacing Program subject to annual appropriation of funds.