



REGULAR MEETING OF THE MILPITAS CITY COUNCIL

AGENDA

TUESDAY, NOVEMBER 7, 2023

CITY COUNCIL CHAMBER, 455 E. CALAVERAS BLVD, MILPITAS, CA
7:00 PM (PUBLIC BUSINESS)

For assistance in the following languages, you may call:

Đối với Việt Nam, gọi 408-586-2400

Para sa Tagalog, tumawag sa 408-586-3051

Para español, llame 408-586-3072

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

You may watch the Council meeting without providing public comment by accessing it via links here.

Meeting shall be livestreamed - Go to:

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

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

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

PUBLIC COMMENT INSTRUCTIONS

Oral public comments may only be provided live during the City Council meeting in person. 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. Members of the public may submit written comments by email to CityClerk@milpitas.gov

The meeting will be streamed via Zoom for viewing purposes only. To watch via Zoom, please register at:

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

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.

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 (7:00 PM)

PLEDGE OF ALLEGIANCE

INVOCATION (Mayor Montano)

PRESENTATIONS (7:05 PM)

- Diwali (Proclamation)

PUBLIC FORUM (7:10 PM)

Members of the public are invited to speak on any item that does not appear on today's agenda. Comments will be limited to three minutes or less at the Mayor's discretion. When called to speak, you are encouraged to state your name for the record. As an item not listed on the agenda, no action can be taken, however the City Council may instruct the City Manager to place the item on a future meeting agenda.

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 2023 (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)**

Recommendation: Receive City Council Calendar of Meetings for November 2023.

- C2. Approve City Council City Council Meeting Minutes of October 17, 2023 (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)**

Recommendation: Approve City Council Meeting minutes of October 17, 2023.

- 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. Adopt a Resolution Granting Acceptance of Public Improvements and Approve a Reduction of the Faithful Performance Bond for the District 1 Lot 4 (Gideon) Project located at 150 Market Street and Grant Authorization to the City Engineer to Release the Remaining Portion of the Lot 4 Performance Bond after the One-Year Warranty Period (Staff Contact: Matt Cano, Deputy City Manager, 408-586-3012; and Roberto Alonzo, Transportation and Traffic Manager, 408-586-3316)**

Recommendation: Adopt a resolution granting acceptance of the completed public improvements for the District 1 Lot 4 (Gideon) Project as shown on Public Improvement Plans No. 2-1295; and approve a reduction in the faithful performance bond of \$38,085.00 which is 25% of the security's original value for the Lot 4 public improvements construction cost, the remaining amount of the Lot 4 performance bond cost shall be in effect for the duration of the warranty period; and grant authorization to the City

Engineer to release the performance bond after the one-year warranty period without further City Council action provided that all required warranty work is completed to the satisfaction of the City Engineer.

- C5. Adopt a Resolution Granting Acceptance of Public Improvements and Approve a Reduction of the Faithful Performance Bond for the Thind Residence Residential Project and Grant Authorization to the City Engineer to Release the Performance Bond after the One-Year Warranty Period (Staff Contact: Matt Cano, Deputy City Manager, 408-586-3012; and Roberto Alonzo, Transportation and Traffic Manager, 408-586-3316)**

Recommendation: Adopt a resolution granting acceptance of the completed public improvements for the Thind Residence Residential Project as shown on Public Improvement Plans No. 2-1371; and approve a reduction in the Phase 1 faithful performance bond to \$15,989.00 and a reduction in the Phase 2 faithful performance bond to \$1,792.00, which are 25% of the securities' original values which shall be in effect for the duration of the warranty period; and grant authorization to the City Engineer to release the performance bond after the one-year warranty period without further City Council action provided that all required warranty work is completed to the satisfaction of the City Engineer.

- C6. Approve and Authorize the City Manager to Execute Amendment #1 to the Agreement with HdL and Associates for Sales Tax Audit, Analysis, Reports and Forecasting Services in an Amount of \$300,000.00 (Staff Contact: Lauren Lai, Finance Director, 408-586-3111)**

Recommendation: Approve and authorize the City Manager to execute Amendment #1 to the agreement with HdL and Associates for sales tax audit, analysis, reports and forecasting services in an amount of \$300,000.00.

- C7. Approve and Authorize City Manager to execute a Lease Agreement with Pacific West Builders, Inc. to Lease City Owned Land at 1700 Sango Court in the Amount of \$34,800.00 (Staff Contact: Alex Andrade, Economic Development Director, 408-586-3046; and Robert Musallam, Housing Division Manager, 408-586-3275)**

Recommendation: Approve and authorize City Manager to execute a lease agreement with Pacific West Builders, Inc. to lease City owned land at 1700 Sango Court in the amount of \$34,800.00.

- C8. Authorize the City Manager to Accept the 2023 Bulletproof Vest Partnership Grant in the Amount of \$7,628.91 and Approve a Related Budget Appropriation (Staff Contact: Jared Hernandez, Chief of Police, 408-586-2406)**

Recommendation: Authorize the City Manager to accept the 2023 Bulletproof Vest Partnership Grant in the amount of \$7,628.91 and approve a related budget appropriation.

- C9. Authorize the City Manager to Execute the Grant Agreement with the Office of Traffic Safety to Accept the Fiscal Year 2024 Office of Traffic Safety Selective Traffic Enforcement Program Grant and Approve a Related Budget Appropriation in the Amount of \$110,000.00 (Staff Contact: Jared Hernandez, Chief of Police, 408-586-2406)**

Recommendation: Authorize the City Manager to execute the grant agreement with the Office of Traffic Safety to Accept the Fiscal Year 2024 Office of Traffic Safety Selective Traffic Enforcement Program Grant and approve a related budget appropriation in the amount of \$110,000.00.

- C10. Adopt a Resolution to Reject a Bid Protest from Iteris; Award IFB 24-025 and Authorize the City Manager to Execute the Purchase Order with Econolite Control Products, Inc. in the amount of \$127,871.66 for the Purchase of 25 Citywide Traffic Detection Cameras (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602)**

Recommendation: Adopt a resolution to reject a bid protest from Iteris; award IFB 24-025 and authorize the City Manager to execute the purchase order with Econolite Control Products, Inc. in the amount of \$127,871.66 for the purchase of 25 citywide traffic detection cameras.

- C11. Receive an Update on the Emergency Repairs to the HVAC System and Equipment at City Hall and at the Public Works/Information Technology/Police Department Buildings and Determine that the Condition Continues to Constitute an Emergency (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602)**

Recommendation: (1) Receive an update on the emergency repairs to the HVAC system and equipment at City Hall and at the Public Works/Information Technology/Police Department Buildings; and (2) Determine by a four-fifths vote that the condition continues to constitute an emergency.

- C12. Authorize the City Manager to enter into a Funding Agreement Between the City of Milpitas and the Santa Clara Valley Transportation Authority for Grant Funds from the 2010 Measure B Vehicle Registration Fee Countywide Program in an Amount Not to Exceed \$120,000.00 (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602)**

Recommendation: Authorize the City Manager to enter into a funding agreement between the City of Milpitas and the Santa Clara Valley Transportation Authority for grant funds from the 2010 Measure B Vehicle Registration Fee Countywide Program in an amount not to exceed \$120,000.00.

- C13. Authorize the City Manager to Execute the Third Amendment to the Agreement with the Santa Clara Valley Water District for Water Conservation Program Cost Sharing and to Execute an Amendment to the Professional Services Agreement with Our City Forest to Administer the Lawn Bust Milpitas Pilot Program (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Elaine Marshall, Deputy Public Works Director, 408-586-2603)**

Recommendation: Authorize the City Manager to Execute (1) Third Amendment to the Agreement with the Santa Clara Valley Water District for Water Conservation Program Cost Sharing to extend term by an additional year and increase Valley Water cost share payment to City for Lawn Bust Milpitas for additional not to exceed of \$40,000.00; and (2) Amendment to the Professional Services Agreement with Our City Forest to administer the Lawn Bust Milpitas Pilot Program to implement program for an additional year at a cost not to exceed \$120,000.00.

- C14. Waive Second Reading of Ordinance No. 196.12: an Ordinance of the City Council of the City of Milpitas Amending Section 4.05 of Chapter 9 ("Parks") of Title V ("Public Health, Safety, and Welfare") of the Milpitas Municipal Code (Staff Contact: Michael Mutalipassi, City Attorney, 408-858-3040)**

Recommendation: Move to waive the second reading and adopt Ordinance No. 196.12, An Ordinance of the City Council of the City of Milpitas Amending Section 4.05 of Chapter 9 ("Parks") of Title V ("Public Health, Safety, and Welfare") of the Milpitas Municipal Code

- C15. Authorize International Travel for One (1) Member of the Milpitas Police Department's Criminal Investigations Bureau to Provide Technical Assistance in Support of an Out-of-Country Criminal Investigation, as a Member of the Santa Clara County Regional Enforcement Allied Computer Task Force (REACT) and in Coordination with the United States Secret Service (Staff Contact: Jared Hernandez, Chief of Police, 408-586-2406; and Stephen Parodi, Police Captain, 408-586-2523)**

Recommendation: Authorize international travel for one (1) member of the Milpitas Police Department's Criminal Investigations Bureau currently assigned to REACT to assist in an out-of-country criminal investigation.

PUBLIC HEARINGS (7:30 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.

- 16. Adopt a Resolution Certifying an Environmental Impact Report (SCH No: 2022110251) and Approving a General Plan Text Amendment, Zoning Map Amendment, Site Development Permit, Conditional Use Permit, Vesting Tentative Map, Density Bonus Permit, Tree Removal Permit, and Environmental Assessment; and Introduce an Ordinance Amending the Zoning Map in Accordance with the Provisions of Section 3.03 of Chapter 10 of Title XI (Zoning) of the Milpitas Municipal Code to Change the Zoning Classification of a Certain Parcel (APN 022-38-007) from the MP Industrial Park Zoning District to the MXD Mixed Use Zoning District; and Allow Development of a Multi-Family Residential Project Consisting of 13 Residential Buildings, up to 51 feet in Height, and One Residential Apartment Building, up to 78 feet in Height, for a Total of 206 Residential Units, and Associated Site Improvements on an Approximately 6.7-acre Site Located at 1355 California Circle. (Staff Contact: Jay Lee, Planning Director, 408-586-3077 and Lillian VanHua, Senior Planner, 408-586-3073)**

Recommendation: (1) Conduct a public hearing and move to close the hearing following comments; (2) Consider Environmental Impact Report pursuant to Public Resources Code Sections 21080(d) and 21082.2(d) and CEQA Guidelines Section 15064; (3) Adopt a resolution certifying an Environmental Impact Report pursuant to Public Resources Code Section 21080(d) and 21082.2(d) and CEQA Guidelines Section 15064; (4) City Attorney shall read aloud title of the Ordinance; (5) Move to waive the first reading beyond the title and introduce an Ordinance amending the Zoning map of the City of Milpitas in accordance with the provisions of Section 3.03 of Chapter 10 of Title XI (Zoning Ordinance) of the Milpitas Municipal Code to change the Zoning Classification of a Certain Parcel (APN 022-38-007), located on the west side of California Circle, from the MP Industrial Park Zoning District to the MXD Mixed Use Zoning District; (6) Adopt a resolution to approve General Plan Text Amendment No. GP22-0001; and (7) Adopt a resolution to approve Zoning Map Amendment No. ZA22-0001, Site Development Permit No. SD22-0003, Conditional Use Permit No. UP22-0001, Vesting Tentative Map MT22-0001, Density Bonus Permit No. DB23-0003, Tree Removal Permit No. TR23-0021, and Environmental Assessment No. EA22-0002, subject to the findings and Conditions of Approval.

LEADERSHIP AND SUPPORT SERVICES (8:00 PM)

- 17. Receive a Presentation and Provide Direction to Staff on Potential Revenue Measures for the November 2024 Election (Staff Contact: Matt Cano, Deputy City Manager, 408-586-3012)**

Recommendation: Proceed with community outreach surveys for a potential Public Safety Infrastructure General Obligation Bond Measure, Storm Drain Property Tax Fee Measure F Sales Tax Measure extension and/or Business Tax Modernization Measure.

- 18. Introduce Ordinance 298.1, An Ordinance of The City Council of the City of Milpitas Amending the Milpitas Municipal Code Title Xi ("Zoning, Planning and Annexation"), Chapter 10 ("Zoning"), Section 13 ("Special Uses"), Subsection 13.15 ("Cannabis Uses") to Prohibit and Regulate Cannabis Uses, Establishments, and Operations to the Fullest Extent Allowed By State Law, and Making Findings of Exemption From Environmental Review Pursuant To CEQA Guidelines Sections 15061(b)(3) 15183, 15305, and 15378 (Staff Contact: Michael Mutalipassi, City Attorney, 408-586-3040)**

Recommendation: Following the City Attorney's reading aloud the title, move to waive the reading beyond the title and introduce Ordinance 298.1, which would amend Subsection XI-10-13.15 of the Milpitas Municipal Code consistently with Senate Bill 1186 by regulating the delivery of medicinal

cannabis and cannabis products and otherwise preserve the City's prohibition against commercial cannabis to the fullest extent allowed after this change in State law.

19. Review the List of Agenda Item Requests From Individual Councilmembers and Provide Direction to Staff Through the Council-Approved Prioritization Process (Staff Contact: Matt Cano, Deputy City Manager, 408-586-3012)

Recommendation: (1) Review list of agenda item requests from individual Councilmembers and provide direction to staff, through the prioritization process, on which Group 1 items should be advanced; (2) Provide additional input to staff, if any, on Group 1 items that received Council direction to advance and all Group 2 items (3) Approve recommendations on certain Group 3 items as outlined in the Analysis section of this report.

ANNOUNCEMENTS AND FUTURE AGENDA ITEMS (10:00 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. 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 whether to move the item forward. If a majority of the City Council agrees to move the item forward, the City Manager shall place the item on a future agenda.

ADJOURNMENT (10:05 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 2023						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

MILPITAS CITY COUNCIL CALENDAR

November 2023

December 2023						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 1:00 PM -Santa Clara VTA Monthly Briefing - Northeast Group (CM) (Santa Clara) 7:00 PM -Community Advisory Commission (EC)	2 5:30 PM -Santa Clara VTA Board of Directors (CM) 5:30 PM -Milpitas Chamber of Commerce Board (GB)	3	4
5	6 7:00 PM -Parks, Recreation & Cultural Resources Commission (HL)	7 6:00 PM -Closed Session 7:00 PM -City Council	8 7:00 PM -Planning Commission 7:00 PM -Silicon Valley Clean Energy Board of Directors (EC) (Cupertino)	9 4:00 PM -Santa Clara VTA Policy Advisory Committee (EC) 6:00 PM -Youth Advisory Commission (HL) 5:30 PM -Cities Assoc of SCC Legislative Action Committee (CM) 7:00 PM -Cities Assoc of SCC (CM)	10  CITY HALL CLOSED IN OBSERVANCE OF VETERANS DAY	11
12	13 4:30 PM -Economic Development and Trade Commission (CM)	14 4:00PM - Milpitas HOPE 5:30 PM -Special Council Meeting in lieu of 11/21 Regular Meeting	15 6:00 PM -Energy and Environmental Sustainability Commission (EC)	16 3:00 PM -VTA Safety, Security, and Transit Planning & Operations Committee (CM) 6:30 PM -Bay Area Water Supply Conserv Agency (CM) (Wind Room Foster City Community Center) 7:00 PM -Public Safety and Emergency Preparedness Commission (HL)	17	18
19	20 7:00 PM -Science, Technology, and Innovation Commission (GB) 7:00 PM -Library and Education Commission (EC) (Milpitas Public Library)	21	22	23	24  CITY HALL CLOSED FOR THANKSGIVING	25
26	27 7:00 PM -Arts Commission (EC)	28	29	30		



JOING MEETING OF THE MILPITAS CITY COUNCIL AND MILPITAS PUBLIC FINANCING AUTHORITY

MINUTES

TUESDAY, OCTOBER 17, 2023

CITY COUNCIL CHAMBER, 455 E. CALAVERAS BLVD, MILPITAS, CA

The City Council of the City of Milpitas convened on the regular City Council meeting day in a Joint Meeting of the Milpitas City Council and Milpitas Public Financing Authority on October 17, 2023, in the City Council Chamber, 455 E. Calaveras Blvd, Milpitas, CA, and via teleconference/Zoom webinar.

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

Mayor Montano called the Regular City Council meeting to order at 6 PM. Roll Call was taken by City Clerk Guzzetta.

PRESENT: Councilmembers Barbadillo (6:08 PM), Lien and Phan, Vice Mayor Chua, and Mayor Montano.

ABSENT: None.

City Attorney Mutalipassi announced the closed session items, noting that the agency representative for Item (a) would be Rick Belanos.

There were no public speakers.

The City Council adjourned to Closed Session at 6:02 PM.

ADJOURN TO CLOSED SESSION

(a) CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6

Agency designated representative: Ned Thomas, City Manager

Bargaining unit: LIUNA, UPEC (Pro-Tech, MEA, MidCon), IAFF, MPOA

(b) CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: 1700 Sango Court

Agency negotiator: Alex Andrade, Economic Development Director

Under negotiation: Both lease price and terms

(c) THREAT TO PUBLIC SERVICES OR FACILITIES

Pursuant to Government Code section § 54957

Consultation with: IT Director Daniel Nam

The City Council reconvened in open session at 7:35 PM.

CLOSED SESSION ANNOUNCEMENT:

City Attorney Mutalipassi announced there was nothing to report.

PLEDGE OF ALLEGIANCE

Mayor Montano led the Pledge of Allegiance.

INVOCATION

Councilmember Phan presented the invocation.

PRESENTATIONS

Mayor Montano presented a proclamation in recognition of Breast Cancer Awareness Month. Vice Mayor Chua offered comments on Filipino Heritage Month.

PUBLIC FORUM

There were the following public speakers:

1. KS Teh
2. Charles Wright
3. Sushant Agrawal
4. Diego Valdez
5. Johnny Reed
6. Vikas Seth
7. Kaylene Buteau
8. Mayank Patel
9. Voltaire Montemayor
10. Nicole Teh
11. Jonas Teh
12. Wei Liu
13. Anishka Agrawal

Councilmember Barbadillo left at 7:40 PM.

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 (Absent: Councilmember Barbadillo). City Attorney Mutalipassi asked the Mayor and City Councilmembers if they had any reportable campaign contributions. Councilmember Phan reported a possible contribution by the development project applicant for Item 15. By roll call, there were no additional reportable campaign contributions (Absent: Councilmember Barbadillo).

READING OF THE CITY COUNCIL CODE OF CONDUCT

Mayor Montano read the Code of Conduct.

APPROVAL OF AGENDA

Motion: to approve the October 17, 2023 Regular Meeting Agenda

Motion/Second: Vice Mayor Chua/Councilmember Lien
by the following:

AYES: Mayor Montano, Vice Mayor Chua, Councilmember Lien, Councilmember Phan

NOES: None

ABSENT: Councilmember Barbadillo

CONSENT CALENDAR

Councilmember Phan requested to add Item 17 to the Consent Calendar.

After discussion, motion: to add Item 17 to and approve the Consent Calendar.

Motion/Second: Vice Mayor Chua/Councilmember Phan

by the following:

AYES: Mayor Montano, Vice Mayor Chua, Councilmember Lien, Councilmember Phan
NOES: None
ABSENT: Councilmember Barbadillo

1. Receive City Council Calendar of Meetings for October and November 2023 (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)

Received City Council Calendar of Meetings for October and November 2023.

2. Approve City Council City Council Meeting Minutes of October 3, 2023 (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)

Approved City Council Meeting minutes of October 3, 2023.

3. 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.

4. Consider the Recommendation from Mayor Montano for Appointments to and Removals from City Commissions (Contact: Mayor Montano, 408-586-3024)

Received the recommendation from Mayor Montano and approved appointment to the Planning Commission and removal from the Parks, Recreation and Cultural Resources Commission, and directed the City Clerk to post the notice of unscheduled vacancy.

Parks, Recreation and Cultural Resources Commission:

1. Remove Yesenia Illescas from a full voting seat with an unexpired term ending June 2025.

Planning Commission:

1. Appoint Parveen Gupta to an unexpired term ending December 2024.

5. Accept the FY 2022-23 Commissioners Annual Report for Four (4) Commissions and Oversight Committee and Approve Four (4) City of Milpitas Commission and Oversight Committee Work Plans for FY 2023-24 (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)

(1) Accepted the 2022-23 Commissioners Annual Report; and (2) Approved the proposed Fiscal Year 2023-24 Work Plans for (a) Community Advisory Commission, (b) Economic Development and Trade Commission, (c) Science, Technology, and Innovation Commission, and (d) Measure F Oversight Committee.

6. Receive Recommendations from Staff Regarding a Proposed Joint Powers Agency (JPA) Agreement for the Cities Association of Santa Clara County and Approve Direction on Feedback to the Cities Association Board (Staff Contact: Ned Thomas, City Manager: 408-586-3059)

Received recommendations regarding a Proposed Joint Powers Agency (JPA) Agreement for the Cities Association of Santa Clara County (CASCC) and approved direction to staff and Mayor Montano, as the City's representative to the CASCC, to oppose the formation of a Joint Powers Authority at this time.

7. Receive Report on the American Rescue Plan Act (ARPA) Investment Plan (Staff Contact: Matt Cano, Deputy City Manager, 408-586-3053; and Lauren Lai, Director of Finance, 408-586-3111)

Received Report on the American Rescue Plan Act (ARPA) Investment Plan.

8. **Adopt a Resolution Granting Acceptance of Public Improvements and Approve a Reduction of the Faithful Performance Bond for the Self-Storage Project located at 1 Hanson Court and Grant Authorization to the City Engineer to Release the Performance Bond after the One-year Warranty Period (Staff Contact: Matt Cano, Deputy City Manager, 408-586-3012; and Roberto Alonzo, Transportation and Traffic Manager, 408-586-3316)**

Adopted **Resolution No. 9276** granting acceptance of the completed public improvements for the Self-Storage Project located at 1 Hanson Court as shown on Public Improvement Plans No. 2-1224; and approved a reduction in the faithful performance bond to \$16,000.00, which is 10% of the security's original value which shall be in effect for the duration of the warranty period; and granted authorization to the City Engineer to release the performance bond after the one-year warranty period without further City Council action provided that all required warranty work is completed to the satisfaction of the City Engineer.

9. **Adopt Resolutions of the Milpitas City Council and Milpitas Public Financing Authority Board Authorizing Investment of Monies in the Local Agency Investment Fund and Updating Officers' Information (Staff Contact: Lauren Lai, Finance Director, 408-586-3111)**

Adopted **Resolution No. 9277** of the Milpitas City Council and **Resolution No. PFA 29** of the Milpitas Public Financing Authority Board authorizing investment of monies in the Local Agency Investment Fund and updating officers' information.

10. **Approve and Authorize the City Manager to Execute a Sole Source Three-Year Agreement with CentralSquare Inc. for Maintenance and Support of the Public Safety Computer Aided Dispatch System (Staff Contact: Daniel Nam, Information Technology Director, 408-586-2712)**

Approved and authorized the City Manager to execute a sole source three-year agreement with CentralSquare Inc. for maintenance and support of the Public Safety Computer Aided Dispatch System for the not-to-exceed amount of \$142,160.56 annually and \$426,481.68 for a three-year term.

11. **Receive an Update on the Emergency Repairs to the HVAC System and Equipment at City Hall and at the Public Works/Information Technology/Police Department Buildings and Determine that the Condition Continues to Constitute an Emergency (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602)**

(1) Received an update on the emergency repairs to the HVAC system and equipment at City Hall and at the Public Works/Information Technology/Police Department Buildings; and (2) Determined by a four-fifths vote that the condition continues to constitute an emergency.

12. **Approve and Authorize the FY 2023-2024 Santa Clara Valley Urban Runoff Pollution Prevention Program Assessment Payment for the Not-to-Exceed Amount of \$154,067.00 (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602)**

Approved and authorized the FY 2023-2024 Santa Clara Valley Urban Runoff Pollution Prevention Program Assessment Payment for the not-to-exceed amount of \$154,067.00.

13. **Approve and Authorize the City Manager to Execute a No-Cost Amendment No. 7 to extend the terms of the Agreement with West Yost Associates for Construction Support Services for the Main Lift Pump Station Odorous Emissions Control Facility Project (Staff Contact: Christian Di Renzo, Public Works Director, 408- 586-2602)**

Approved and authorized the City Manager to execute a no-cost Amendment No. 7 to extend the terms for the agreement with West Yost Associates for construction support services for the Main Lift Pump Station Odorous Emissions Control Facility Project.

14. **Authorize and Approve Travel to Santa Cruz, CA, for City Manager Ned Thomas to Attend the Annual 2023 Silicon Valley Economic Development Alliance (SVEDA) Conference on November 2, 2023 (Staff Contact: Ned Thomas, City Manager, 408-586-3059)**

Authorized and approved travel to Santa Cruz, CA, for City Manager Ned Thomas to attend the Annual 2023 Silicon Valley Economic Development Alliance (SVEDA) Conference on November 2, 2023, for a total amount of \$150.00 budgeted under Conferences/Trainings allocation for the City Manager's Office.

17. **Consider the Authorization of the Final Application for the \$301,516.00 Land and Water Conservation Fund Grant from the State Department of Parks and Recreation and associated Land Protection for Delano Manongs Park (Staff Contact: Renee Lorentzen, Recreation and Community Services Director, 408-586-3409)**

Authorized the Final Application for the \$301,516.00 Land and Water Conservation Fund (LWCF) Grant from the State Department of Parks and Recreation and associated Land Protection for Delano Manongs Park placing the entire Delano Manongs Park in the LWCF boundary map of protected open space, in perpetuity.

PUBLIC HEARINGS

15. **Conduct a Public Hearing to Consider a Zoning Variance to Allow Development of a Structure with a Height that Extends Above the Hillside Crestline Zone of Protection Sight Line, as Related to an Application for a Site Development Permit and Planned Unit Development Amendment for a Proposed 5,900-Square Foot Single-Family Residence, on a Vacant +1.4-Acre Lot in the R1-H Single-Family Residential - Hillside Zoning District Located at 1339 Terra Vista Court (APN: 029-07-010) (Staff Contact: Jay Lee, Planning Director, 408-586-3273, and Avery Stark, Acting Senior Planner, 408-586-3288)**

City Manager Thomas introduced the item. Planning Director Lee and Acting Senior Planner Stark presented the report.

The applicant and representative made a presentation.

Mayor Montano opened the public hearing.

There were the following public speakers:

1. Yolie Garcia
2. John Doll
3. Frank Bush
4. Bill Korbe
5. Barbara Jo Navarro
6. Ivan Tam
7. Rekha Sankar
8. Lakshmi
9. Ramesh Konda
10. Venkat
11. Doc Nguyen
12. John Nguyen
13. Kalyan Katramuri
14. Mike Caulkins
15. Subbu Shrinivasan
16. KP

17. Ravi
18. Voltaire Montemayor
19. Vi Nguyen
20. Penny Alexa

Mayor Montano closed the public hearing.

Vice Mayor Chua questioned what changes could be made to the design to bring it within the required specifications.

Councilmember Lien stressed the importance of building in a manner fair to both the community and the applicant and suggested not taking action at this meeting.

Councilmember Phan questioned why the applicant had made no changes to their designs following the Planning Commission recommendation.

Mayor Montano addressed the need for a compromise and asked the applicant if they would be willing to return after making changes and working with the Planning Department.

Vice Mayor Chua questioned the City Attorney on options to avoid denying the request outright. City Attorney Mutalipassi responded that certain timelines are set based on the request of the applicant for the public hearing. He noted that denial today doesn't mean the applicant can't return with changes. Vice Mayor Chua asked Planning Department staff to do what was needed to expedite the process and made a motion: to deny the request for a structure with a height that extends above the Hillside Crestline Zone of Protection Sight Line, as established by the City's Hillside development standards, on a vacant +1.4-acre lot in the R1-H Single-Family Residential-Hillside Zoning District located at 1339 Terra Vista Court (Countryside Estates, Lot 1).

Motion/Second: Vice Mayor Chua/Councilmember Phan

Motion carried by the following:

AYES: Vice Mayor Chua, Councilmember Phan

NOES: Mayor Montano

ABSENT: Councilmember Barbadillo

ABSTAIN: Councilmember Lien

COMMUNITY DEVELOPMENT

16. Receive Progress Report from Raimi and Associates and Staff on the Housing Opportunity Districts and Provide Direction on the Preferred Alternative (Staff Contact: Jay Lee, Planning Director, 408-586-3077; and Avery Stark, Acting Senior Planner, 408-586-3288)

City Manager Thomas introduced the item. Planning Director Lee and Raimi and Associates Consultant Chris Sensinig presented the report.

There were the following public speakers:

1. Nels DeLander
2. Voltaire Montemayor
3. Member of the public

Council discussion ensued. Vice Mayor Chua asked staff to return with potential housing numbers for the NCMU area designations.

Councilmember Lien questioned how parking issues were addressed with the addition of so many units. Planning Director Lee noted that the current parking requirement would be applied and reviewed on a project-by-project basis and according to CEQA requirements.

Mayor Montano inquired about the density bonus and no required parking. Planning Director Lee noted the possibility, but that any project requesting a waiver of parking requirements would have to be approved by the City Council. The Mayor questioned the Floor Area Ratio (FAR) of both areas and the possibility of a performance arts center in the TCU district.

Councilmember Phan suggested the TWC areas be less restrictive with residential only projects, and recommended incentivizing AB 2011 for projects in these zones.

No action taken.

LEADERSHIP AND SUPPORT SERVICES

18. **Introduce Ordinance 196.12, an Ordinance of the City Council of the City of Milpitas Amending Section 4.05 of Chapter 9 (“Parks”) of Title V (“Public Health, Safety, and Welfare”) of the Milpitas Municipal Code and Introduce Ordinance 196.13 an Ordinance of the City Council of the City of Milpitas Adding Section 2.13 to Chapter 9 (“Parks”) of Title V (“Public Health, Safety, And Welfare”) of the Milpitas Municipal Code and Amending Section 4.00 of Chapter 9 (“Parks”) of Title V (“Public Health, Safety, And Welfare”) of the Milpitas Municipal Code (Staff Contact: Michael Mutalipassi, City Attorney, 408-858-3040)**

City Manager Thomas introduced the item and City Attorney Mutalipassi presented the report.

Mayor Montano asked for clarification that this ordinance would treat Gill Park the same as other parks.

There were the following public speakers:

1. Jennifer Ting
2. Albert
3. Voltaire Montemayor

Vice Mayor Chua asked the City Attorney to define amplified music.

Councilmember Phan made a motion: to waive the reading beyond the title and introduce **Ordinance 196.12**; and decline to introduce Ordinance 196.13.

City Attorney Mutalipassi read the title of the ordinance.

Motion/Second: Councilmember Phan/Mayor Montano

Motion carried by the following:

AYES: Mayor Montano, Vice Mayor Chua, Councilmember Phan

NOES: Councilmember Lien

ABSENT: Councilmember Barbadillo

ANNOUNCEMENTS AND FUTURE AGENDA ITEMS

Mayor Montano made the following requests:

1. Add Graywater Rebates Program to the council prioritization list. There was consensus to add the item.
2. Add a Main Street Parade in the future. There was no consensus to add the item.

3. Referral for utility infrastructure cost on Main Street from Carlo to Corning Streets.

Mayor Montano thanked staff for their hard work on the Art Walk and Delano Manongs Park Grand Opening events and reported out on her trip to Washington, D.C.

ADJOURNMENT

Mayor Montano adjourned the meeting at 11:02 PM.

Draft meeting minutes submitted by City Clerk, Suzanne Guzzetta

TENTATIVE CITY COUNCIL AGENDA ITEM LIST

as of 10/31/2023

November 14, 2023 – Special Meeting (5:30 pm)

CLOSED SESSION

- Labor Relations

INVOCATION (Mayor Montano)

PRESENTATION

CONSENT CALENDAR

1. Receive City Council calendar for November and December 2023 (City Clerk)
2. Approve City Council Meeting minutes of November 7, 2023 (City Clerk)
3. Preview list of items for December 5, 2023 (City Clerk)
4. Councilmember Request List (City Clerk)
5. Commission Appointments (City Clerk)
6. 2024 City Council Meeting Schedule (City Clerk)
7. Sister City Renewal for City of Dagupan, Philippines (City Manager)
8. Agreement with TriTech Software Computerized Maintenance Management System Subscription License (Public Works)
9. Award of MSC Roof Rehabilitation (Public Works)
10. Disposition of Fleet and Equipment (Public Works)
11. Purchase of One (1) Bucket Truck (Public Works)

COMMUNITY DEVELOPMENT

12. Manufacturing Day Report (Economic Development)
13. Quincy BBQ Preliminary Site Plan and Parking Agreement Study Session (Planning)
14. Sobrato Property Preliminary Redevelopment Proposal Study Session (Planning)



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Adopt a Resolution Granting Acceptance of Public Improvements and Approve a Reduction of the Faithful Performance Bond for the District 1 Lot 4 (Gideon) Project located at 150 Market Street and Grant Authorization to the City Engineer to Release the remaining portion of the Lot 4 Performance Bond after the One-year warranty period; (Staff Contact: Matt Cano, Deputy City Manager, 408-586-3012; Roberto Alonzo, Transportation and Traffic Manager, 408-586-3316)
Category:	Consent Calendar-Community Development
Meeting Date:	11/7/2023
Recommendation:	Adopt a resolution granting acceptance of the completed public improvements for the District 1 Lot 4 (Gideon) Project as shown on Public Improvement Plans No. 2-1295; and approve a reduction in the faithful performance bond of \$38,085.00 which is 25% of the security's original value for the Lot 4 public improvements construction cost, the remaining amount of the Lot 4 performance bond cost shall be in effect for the duration of the warranty period; and grant authorization to the City Engineer to release the performance bond after the one-year warranty period without further City Council action provided that all required warranty work is completed to the satisfaction of the City Engineer.

BACKGROUND:

On December 17, 2019, the City Council approved the Subdivision Improvement Agreement for the District 1 Lot 4 (Gideon) Project (Project) on a 2.29-acre site located at 150 Market Street. New public improvements constructed by the Project include; curb, gutters; sidewalk; utility connection, 12" water main line along Market Street; landscaping; and other miscellaneous items of work.

ANALYSIS:

The Developer for Lot 4, Milpitas-District 4 Owner, LLC, has successfully completed all required public improvements for the Lot 4 portion of the Project in accordance with the City approved public improvement plans. The public improvements are now ready for City Council acceptance and commencement of the 1-year warranty period. Staff recommends the City Council adopt a Resolution (attached) granting acceptance of the public improvements, and to approve a reduction of the performance bond of \$38,085.25, which is 25% of the original value for the Lot 4 public improvements construction cost, and grant authorization to the City Engineer to release the performance bond portion for Lot 4 after the one-year warranty period without further City Council action provided that all required warranty work is completed to the satisfaction of the City Engineer.

POLICY ALTERNATIVE(S):

Alternative 1:

Not approve a resolution granting acceptance of public improvements including the reduction of the performance bond.

Pros: None

Cons: Not granting acceptance of the completed public improvements would limit use of improvements and would not promote the orderly completion and closeout of the Project, and it would be in conflict with the City's obligation under the Subdivision Improvement Agreement.

Reason for Not Recommending: Granting the acceptance of the completed public improvements would allow public use of the improvements and provides for the completion and closeout of the Project as required by the Subdivision Improvement Agreement. Staff recommends the City Council adopt the resolution granting acceptance of public improvements.

FISCAL IMPACT:

Public Improvements completed as part of this project will be perpetually owned and maintained by the city following acceptance by the City Council and completion of the 1-year warranty period. The Public Works Department will be responsible for maintenance of the improvements and any required additional funding for ongoing maintenance will be requested through future budget appropriations as the Council adopts the annual operating budget for the Public Works Department.

California Environmental Quality Act (CEQA):

Granting acceptance of public improvements and reducing faithful performance bond for public improvements are not considered projects under CEQA as there will be no direct or reasonably foreseeable indirect physical change in the environment. Further, at the time the City Council approved the entitlements for the project thru an initial environmental assessment, staff determined that an Addendum to the Transit Area Specific Plan (SCH# 2006032091) pursuant to Section 15164 of the CEQA Guidelines was the appropriate CEQA document given the changes to the General Plan, Specific Plan and Zoning Code. The Addendum demonstrated that there were no substantial changes in the environment because the project would reduce the overall development intensity. On October 28, 2015, the Planning Commission recommended to City Council to approve the Addendum to the EIR prepared for the TASP. On November 17, 2015, the City Council adopted a Resolution Adopting the Addendum to the previously certified Transit Area Specific Plan Environmental Impact Report prepared for the project.

RECOMMENDATION:

Adopt a resolution granting acceptance of the completed public improvements for the District 1 Lot 4 (Gideon) Project as shown on Public Improvement Plans No. 2-1295; and approve a reduction in the faithful performance bond of \$38,085.00 which is 25% of the security's original value for the Lot 4 public improvements construction cost, the remaining amount of the Lot 4 performance bond cost shall be in effect for the duration of the warranty period; and grant authorization to the City Engineer to release the performance bond after the one-year warranty period without further City Council action provided that all required warranty work is completed to the satisfaction of the City Engineer.

Attachment(s):

(a) Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING ACCEPTANCE AND REDUCING PERFORMANCE BOND OF THE DISTRICT 1 – LOT 4 (GIDEON) PROJECT AND GRANTING AUTHORIZATION TO THE CITY ENGINEER TO RELEASE THE REMAINING PORTION OF THE LOT 4 PERFORMANCE BOND AFTER THE ONE-YEAR WARRANTY PERIOD

WHEREAS, the City Council of the City of Milpitas on December 17, 2019 approved the plans and specifications for the District 1 – Lot 4 (Gideon) Project, (the “Project”) to be completed by Milpitas-District 4 Owner, LLC as part of its residential development on 150 Market Street; and

WHEREAS, the City of Milpitas has heretofore entered into an improvement agreement on December 17, 2019 with Milpitas-District 4 Owner, LLC, for the District 1 – Lot 4 (Gideon) Project; and

WHEREAS, Milpitas-District 4 Owner, LLC, as Principal, and Harco National Insurance Company, as Surety, executed and posted a certain Performance Bond Number 0765418 conditioned upon the faithful performance of the provisions of said improvement agreement and upon the faithful performance of all improvement work required thereunder; and

WHEREAS, said public improvements for the District 1 – Lot 4 (Gideon) Project have been completed and the improvement agreement provides that the security shall extend for a period of one year after the date of acceptance of said improvements to cover the warranty period of said improvements under said agreement; and

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

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

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

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. Those certain public improvements constructed as part of the District 1 – Lot 4 (Gideon) Project, are hereby accepted as constructed in accordance with the approved plans and specifications upon recommendation of the City Engineer of the City of Milpitas.
3. The penal sum of the faithful performance bond securing said improvements may be reduced by the sum of \$38,085.00, upon request of Principal and Surety, with said penal sum as reduced to apply from the date of completion and acceptance of said improvements and to extend for the balance of the term of one year of said security. Provided, however, that nothing herein contained shall in any way be deemed to be a waiver, release or relinquish by City of any obligations imposed upon the developer or his surety, or sureties, by law or by the above referend public improvement agreement, save and except as expressly set forth herein.
4. The City Council grants authorization to the City Engineer to release the performance bond after the one-year warranty period without further City Council action provided all required warranty work is completed to the satisfaction of the City Engineer.

PASSED AND ADOPTED this _____ day of _____, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Suzanne Guzzetta, City Clerk

Carmen Montano, Mayor

APPROVED AS TO FORM:

Michael Mutalipassi, City Attorney



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Adopt a Resolution Granting Acceptance of Public Improvements and Approve a Reduction of the Faithful Performance Bond for the Thind Residence Residential Project and Grant Authorization to the City Engineer to Release the Performance Bond After the One-Year Warranty Period (Staff Contact: Matt Cano, Deputy City Manager, 408-586-3012; and Roberto Alonzo, Transportation and Traffic Manager, 408-586-3316)
Category:	Consent Calendar-Community Development
Meeting Date:	11/7/2023
Recommendation:	Adopt a resolution granting acceptance of the completed public improvements for the Thind Residence Residential Project as shown on Public Improvement Plans No. 2-1371; and approve a reduction in the Phase 1 faithful performance bond to \$15,989.00 and a reduction in the Phase 2 faithful performance bond to \$1,792.00, which are 25% of the securities' original values which shall be in effect for the duration of the warranty period; and grant authorization to the City Engineer to release the performance bond after the one-year warranty period without further City Council action provided that all required warranty work is completed to the satisfaction of the City Engineer.

BACKGROUND:

On November 15, 2022, the City Council approved the Subdivision Improvement Agreement for the Thind Residence Residential Project (Project) on a 0.25-acre site located at 250 Piedmont Road. New public improvements constructed by the Project include new curb, gutters; sidewalk; driveway approach; domestic water and sanitary sewer services; sanitary sewer main extension; street trees; and other miscellaneous items of work.

ANALYSIS:

The Developer, Satpreet Singh Thind and Jaspreet Kaur Thind, has successfully completed all required public improvements for the Project in accordance with the City approved public improvement plans. The public improvements are now ready for City Council acceptance and commencement of the 1-year warranty period. Staff recommends the City Council adopt a Resolution (attached) granting acceptance of the public improvements, and to approve a reduction in the Phase 1 faithful performance bond to \$15,989.00 and a reduction in the Phase 2 faithful performance bond to \$1,792.00, which are 25% of the securities' original values, and grant authorization to the City Engineer to release the performance bonds after the one-year warranty period without further City Council action provided that all required warranty work is completed to the satisfaction of the City Engineer.

POLICY ALTERNATIVE(S):

Alternative 1:

Not approve a resolution granting acceptance of public improvements including the reduction of the performance bond.

Pros: None

Cons: Not granting acceptance of the completed public improvements would limit use of improvements and would not promote the orderly completion and closeout of the Project, and it would be in conflict with the City's obligation under the Subdivision Improvement Agreement.

Reason for Not Recommending: Granting the acceptance of the completed public improvements would allow public use of the improvements and provides for the completion and closeout of the Project as required by the Subdivision Improvement Agreement. Staff recommends the City Council adopt the resolution granting acceptance of public improvements.

FISCAL IMPACT:

Public Improvements completed as part of this project will be perpetually owned and maintained by the city following acceptance by the City Council and completion of the 1-year warranty period. The Public Works Department will be responsible for maintenance of the improvements and any required additional funding for ongoing maintenance will be requested through future budget appropriations as the Council adopts the annual operating budget for the Public Works Department.

California Environmental Quality Act (CEQA):

Granting acceptance of public improvements and reducing faithful performance bond for public improvements are not considered projects under CEQA as there will be no direct or reasonably foreseeable indirect physical change in the environment. Further, CEQA review for this project has already been completed by the Planning Division, and the Zoning Administrator finds on August 13, 2020 that the project is exempt from environmental review under CEQA, pursuant to CEQA Section 15303(a) for New Construction or Conversion of Small Structures because the project consists of the development of a new single-family residence on a vacant lot in an urbanized area. As a separate and independent basis, the project is exempt from further CEQA review pursuant to Section 15183 of the CEQA Guidelines (Projects Consistent with a Community Plan, General Plan, or Zoning).

RECOMMENDATION:

Adopt a resolution granting acceptance of the completed public improvements for the Thind Residence Residential Project as shown on Public Improvement Plans No. 2-1371 and approve a reduction in the Phase 1 faithful performance bond to \$15,989.00 and a reduction in the Phase 2 faithful performance bond to \$1,792.00, which are 25% of the securities' original values which shall be in effect for the duration of the warranty period; and grant authorization to the City Engineer to release the performance bonds after the one-year warranty period without further City Council action provided that all required warranty work is completed to the satisfaction of the City Engineer.

Attachment(s):

Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING ACCEPTANCE AND REDUCING PERFORMANCE BOND OF THIND RESIDENCE AND GRANTING AUTHORIZATION TO THE CITY ENGINEER TO RELEASE THE PERFORMANCE BONDS AFTER THE ONE-YEAR WARRANTY PERIOD

WHEREAS, the Zoning Administrator of the City of Milpitas on August 13, 2020 approved the plans and specifications for the Thind Residence, (the “Project”) to be completed by Satpreet Singh Thind and Jaspreet Kaur Thind as part of its commercial development on 250 Piedmont Road; and

WHEREAS, the City of Milpitas has heretofore entered into an improvement agreement on November 15, 2022 with Satpreet Singh Thind and Jaspreet Kaur Thind, for the Thind Residence; and

WHEREAS, Satpreet Singh Thind and Jaspreet Kaur Thind, as Principal, and American Contractor Indemnity Company, as Surety, executed and posted a certain Phase 1 Performance Bond Number 100692967 and a certain Phase 2 Performance Bond Number 100692958 conditioned upon the faithful performance of the provisions of said improvement agreement and upon the faithful performance of all improvement work required thereunder; and

WHEREAS, said public improvements for the Thind Residence have been completed and the improvement agreement provides that the securities shall extend for a period of one year after the date of acceptance of said improvements to cover the warranty period of said improvements under said agreement; and

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

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

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

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. Those certain public improvements constructed as part of the Thind Residence, are hereby accepted as constructed in accordance with the approved plans and specifications upon recommendation of the City Engineer of the City of Milpitas.
3. The penal sum of the Phase 1 faithful performance bond securing said improvements may be reduced to the sum of \$15,989.00, and the penal sum of the Phase 2 faithful performance bond securing said improvements may be reduced to the sum of \$1,792.00 upon request of Principal and Surety, with said penal sums as reduced to apply from the date of completion and acceptance of said improvements and to extend for the balance of the term of one year of said securities. Provided, however, that nothing herein contained shall in any way be deemed to be a waiver, release or relinquish by City of any obligations imposed upon the developer or his surety, or sureties, by law or by the above referend public improvement agreement, save and except as expressly set forth herein.
4. The City Council grants authorization to the City Engineer to release the performance bonds after the one-year warranty period without further City Council action provided all required warranty work is completed to the satisfaction of the City Engineer.

PASSED AND ADOPTED this _____ day of _____, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Suzanne Guzzetta, City Clerk

Carmen Montano, 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 Amendment #1 to the Agreement with HdL and Associates for Sales Tax Audit, Analysis, Reports and Forecasting Services in an Amount of \$300,000 (Staff Contact: Lauren Lai, Finance Director, 408- 586-3111)
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	11/7/2023
Recommendation:	Approve and authorize the City Manager to execute Amendment #1 to the agreement with HdL and Associates for sales tax audit, Analysis, Reports and Forecasting Services in an Amount of \$300,000.

BACKGROUND:

Sales tax revenue is the second primary source of General Fund revenue. For Fiscal Year 2023-24, total sales tax revenue is estimated at \$35.9 million or 28% of the General Fund operating budget. According to best practices and good governance, this City's sales tax revenue has been audited, analyzed and reported by sales tax experts. Specifically, the City has a contract with Hinderliter de Llamas and Associates ("HdL and Associates") to provide sales tax audit, analysis, reports and forecasting services. This contract was effective July 22, 2021 for an amount not to exceed \$100,000. The services cover both the Bradley Burns and Measure F District Tax with analysis/forecasting services/reports at a monthly fee of only \$750 and \$250, respectively. Whereas the payment for audit recovery services is contingent upon actual discovery and collection of new, increased and/or recovered sales tax revenue, wherein the HdL and Associates receives 15% of such collections for a period of eight consecutive reporting quarters. Moreover, the contingent fee of 15% is for the first \$2 million, then it's 10% for recoveries of \$2 million to \$3 million and 5% on recoveries over \$3 million.

ANALYSIS:

Since July 2021, HdL and Associates has been successful in recovering approximately \$850,000 of sales tax revenues to the City. Without HdL services, the City would not have recovered \$850,000 to fund valued city services. Given the success of the audit recovery services, the terms of the original HdL and Associates service contract valued at \$100,000 needs to be amended. Specifically, Staff is requesting Amendment #1 to add \$300,000 for both the Bradley Burns and Measure F sales tax audit, analysis, reports and forecasting services. With the original agreement not-to-exceed amount of \$100,000, Amendment #1 would provide a new not-to-exceed amount of \$400,000.

The nominal monthly fee for reporting services of \$750 and \$250, respectively will be modified by the Consumer Price Index (CPI) and the audit recovery fee remains a contingent fee and only incurred upon actual collection of new, increased and/or recovered revenues. Sales tax is the second primary City General Fund revenue source. This contract service provides critical fiscal oversight and auditing. Moreover, this request for consultant contract is consistent with the Milpitas Municipal Code section 1-2-3.13 "Contracting for Consultants."

POLICY ALTERNATIVE(S):

Alternative 1: Do not approve Amendment #1 to HdL and Associates agreement.

Pros: Funding may be used for other services.

Cons: Sales tax revenue will not be monitored and revenue misallocations to other public agencies will not be identified and recovered to the City General Fund.

Reason for Not Recommending: Aside from the nominal monthly fee for reporting services, the other fee is contingent and only incurred with actual collection of new, increased and/or recovered revenues. Sales tax is the second primary City General Fund revenue source and requires fiscal oversight and auditing.

FISCAL IMPACT:

Amendment #1 would add \$300,000 to the not-to-exceed value of the HdL and Associates sales tax services contract. Aside from the nominal monthly fee for reporting services, the audit recovery fee is a contingent fee and only incurred upon actual collection of new, increased and/or recovered revenues.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

Council consideration of and direction to approve the Amendment #1 to HdL and Associates Agreement will not cause physical changes to the environment and does not constitute a "project" under the California Environmental Quality Act (CEQA).

RECOMMENDATION:

Approve and authorize the City Manager to execute Amendment #1 to the agreement with HdL and Associates for sales tax audit, Analysis, Reports and Forecasting Services in an Amount of \$300,000.

ATTACHMENT(S):

- (a) HdL and Associates Agreement – July 22, 2021
- (b) Amendment #1

**CITY OF MILPITAS
PROFESSIONAL SERVICES AGREEMENT**

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

RECITALS

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

Sales Tax Audit, Analysis, Reports and Forecasting Services

(hereinafter referred to as "the Project").

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

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

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

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

2. Compensation.

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

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

3. Additional Work.

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

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

4. Maintenance of Records.

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

5. Term.

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

6. Delays in Performance.

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

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

7. Compliance with Law.

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

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

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

8. Standard of Care

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

9. Assignment and Subconsultant

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

20. Limitation of Agreement.

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

21. Notice

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

CITY:

City of Milpitas

455 E. Calaveras Boulevard

Milpitas, California 95035

Attn: Steven G. McHarris, City Manager

CONSULTANT:

Hinderliter de Llamas and Associates

120 S. State College Blvd Suite 200

Brea, CA 92821

Contact Person: Andrew Nickerson

Email: anickerson@hdlcompanies.com

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]

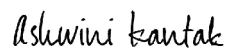
**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MILPITAS
AND HINDERLITER DE LLAMAS AND ASSOCIATES**

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

CITY OF MILPITAS

Approved By:

DocuSigned by:



0CF42D4A9C804E4...
Steven G. Williams, City Manager
Jul-22-2021

Date

Approved As To Form:

DocuSigned by:



9B363A8B3E3946B...
Christopher J. Diaz, Attorney

Approved:

DocuSigned by:



8C79D33218B7434...
Lauren Lai, CPA, MPA
Finance Director/Risk Manager

HINDERLITER DE LLAMAS AND ASSOCIATES

DocuSigned by:



2A8393594812482...
Signature
Andrew Nickerson

Name

President/CEO

Title

Jul-19-2021

Date

DIR Registration Number (If Applicable)

EXHIBIT A

Scope of Services

1. Sales, Use and Transactions Tax and Economic Analysis/Forecasting Services/Reports

- 1.1. Establish a special database identifying the name, address, and allocations of Client's sales tax producers. This database will be utilized to generate special reports to Client on major sales tax producers by rank and category, sales tax activity by categories, identification of reporting aberrations, and per capita and outlet comparisons with regional and statewide sales.
- 1.2. Provide periodic updated reports to Client identifying changes in sales by individual businesses, business groups and categories, and by geographic area. These reports may include, without limitation, aberrations due to State audits, fund transfers, and receivables, along with late or double payments, and reconciliation worksheets to assist with budget forecasting.
- 1.3. Provide periodic summaries for Client to share with others if it so desires (including the general public) that analyze Client's sales tax trends by major groups and geographic areas without disclosing confidential individual tax records.
- 1.4. Establish a special database with California Department of Tax and Fee Administration ("CDTFA") registration data for businesses within applicable measure/district boundaries holding seller's permit accounts. Endeavor to identify transactions and use tax measure/district allocations under such accounts for the most current quarter and immediately prior quarter where available.
- 1.5. Pursuant to MSA Section 6.3, periodically license for the limited, non-exclusive, non-transferable use by Client's staff certain of Consultant's web-based sales, use and/or transactions tax program(s) containing sellers permit, registration, allocation and related information for business outlets within Client's jurisdiction registered with the CDTFA.
- 1.6. Provide periodic updated reports endeavoring to identify and assist with budget forecasting (i) changes in allocation totals by individual businesses, business groups and categories, and (ii) aberrations due to State audits, fund transfers, and receivables, along with late or double payments.

2. Allocation and Audit Recovery Services

- 2.1. Conduct (as and when mutually agreed with Client) initial and on-going sales, use and transactions tax audits of businesses to help identify and correct distribution and allocation errors, and to help effect favorable registration, reporting or formula changes thereby generating previously unrealized sales, use or transactions tax income for Client and/or recover misallocated tax from registered taxpayers. Common errors to be monitored and corrected include transposition errors resulting in misallocations; erroneous consolidation of multiple outlets; formula errors; misreporting of "point of sale" to the wrong location; delays in reporting new outlets; misallocating use tax payments to the allocation pools or wrong jurisdiction; and erroneous fund transfers and adjustments.
- 2.2. Initiate contacts with the CDTFA and sales management and accounting officials in companies that have businesses where a probability of error exists to endeavor to help verify whether current tax receipts accurately reflect the local sales activity.

- 2.3. Prepare and submit to the CDTFA information for the purpose of correcting any identified allocation errors, and follow-up with individual businesses and the CDTFA to advocate for Client recovery of back or prospective payments that may be owing.
- 2.4. If, during the course of its audit, Consultant finds businesses located in Client's jurisdiction that are properly reporting sales, use or transactions taxes but have the potential for modifying their operation to provide an even greater share to Client, Consultant may so advise Client and collaborate with those businesses and Client to encourage such changes.

3. Consulting and Other Optional Services

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

EXHIBIT B

Schedule of Charges/Payments

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

1. Sales, Use and Transactions Tax and Economic Analysis/Forecasting Services/Reports

- a. Fees for performing the sales tax and economic analysis/forecasting Services as described above shall initially be **\$750** per month. Fees for performing the transactions/use tax reports Services related to a measure/district as described above shall initially be **\$200** per month for Measure F.
- b. Consultant may change the non-hourly Fees established above upon at least 30 days' prior written notice to Client (but not more than once a year). Any such change must be with reference to the 12-month percent change in the most recently published annual Consumer Price Index for All Urban Consumers (CPI-U), West Region, as reported by the U.S. Bureau of Labor Statistics (the "CPI Change"), and be equal to the greater of two percent (2%) or the actual CPI Change and the lesser of ten percent (10%) or the actual CPI Change. For example, if the actual CPI Change is 1.5%, then the annual increase will be 2%, if the actual CPI Change is 3.5%, then the annual increase will be 3.5%, and if the actual CPI Change is 12%, then the annual increase will be 10%.

2. Allocation and Audit Recovery Services

- a. Fees for performing the sales and use tax allocation and audit recovery Services described above shall be **15%** of all new, increased and recovered sales and use tax revenue received by the CITY as a result of CONSULTANT detecting and correcting the related sales/use distribution error.
- b. Fees for performing the transactions and use tax allocation and audit recovery Services described above shall be 15% of all new, increases and recovered transactions and use tax revenue received by the CITY as a result of CONSULTANT detecting and correcting the related transactions and use tax error.
- c. These fees apply to the first eight (8) consecutive reporting quarters commencing with the quarter in which the CDTFA distributes the local tax properly to CITY, together with any prior period reallocations made in response to the HdL inquiry.
- d. The transactions and use tax fees apply to retroactive adjustments only commencing with the quarter CDTFA distributes the local tax properly to CITY, together with any prior period reallocations. This fee WILL NOT apply to any prospective quarters

- e. The 15% contingency fee shall apply to the first \$2 million in sales & use tax and transactions and use tax recovered; 10% for recoveries \$2 million to \$3 million; and 5% on recoveries over \$3 million.
- f. No fee shall be paid to CONSULTANT, in the event that the CITY identifies, documents, and notifies the CDTFA of a point-of-sale distribution error, reporting error or misallocation as those terms are used herein, the CITY will notify CONSULTANT of the CITY's discovery NO LATER THAN TEN (10) DAYS AFTER THE Date of Knowledge as defined in Title 18 of the California Code of Regulations, Regulation 1807 ("Date of Knowledge"). The CITY also agrees to notify CONSULTANT promptly if it is working on a local tax misallocation issue independently of CONSULTANT and to maintain and promptly make available to CONSULTANT on request contemporaneous documentation of such work and its timing so as to not duplicate work.
- g. These Fees shall be paid notwithstanding any related Client assistance, work in parallel, and/or incurrence of attorneys' fees or other costs or expenses in connection, with the relevant Services.
- h. These Fees shall be paid by Client upon Consultant's submittal of evidence of Consultant's relevant Services in support thereof, including, without limitation, copies of relevant communications between Consultant and the CDTFA and/or taxpayers.
- i. Consultant recognizes Client's authority to waive or reduce the tax/fee-related debt of a business. Should Client decide to do so for a business whose deficiency was identified by Consultant, Consultant shall be entitled to compensation in the amount of one half (1/2) of the Fees Consultant would have otherwise earned. Deficiencies which are uncollectable due to insolvency or dissolution of the business, or for deficiencies which are otherwise incapable of collection (i.e. statute of limitation or other legal defense) shall not be considered a Client voluntary election to waive, and thus, Consultant would not be entitled to compensation related thereto under this provision.

3. Consulting and Other Optional Services

- a. Fees for performing the consulting and other optional Services described above shall be based on the following initial hourly rates: (i) Principal - \$325; (ii) Programmer - \$295; (iii) Senior Analyst - \$245; and (iv) Analyst - \$195.
- b. Consultant may change the rates for its hourly Fees from time to time in its sole discretion upon at least 30 days' prior written notice to Client.

4. General Provisions Relating to Fees

- a. Fees for travel and lodging expenses will be invoiced at cost and applied to all meetings (including implementation, training, operations and support). Travel expenses only apply to out of scope travel and must therefore be pre-approved by Client.
- b. Fees will be invoiced monthly to Client for Services performed during the prior month. To the extent that Consultant has commercially reasonable means to do so, Fees will be netted out of Client's monthly revenue disbursement.

8. Confidentiality Information

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

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

- 8.1. Consultant is hereby authorized by Client under this Schedule A to the MSA to examine sales or transactions and use tax records of the CDTFA provided to Client pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law (commencing with R&T Code Section 7200) and the Transactions and Use Tax Law (commencing with R&T Code 7251).
- 8.2. Consultant is required to disclose information contained in, or derived from, those sales or transactions and use tax records only to an officer or employee of Client who is authorized by Client resolution provided to the CDTFA to examine the information.
- 8.3. During the term of this Schedule A to the MSA, Consultant is prohibited from performing consulting services for a retailer (as defined in R&T Code Section 6015).
- 8.4. After the term of this Schedule A to the MSA has expired, Consultant is prohibited from retaining the information contained in or derived from those sales or transactions and use tax records.

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

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

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

EXHIBIT C

Activity Schedule

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

EXHIBIT “D”**INSURANCE REQUIREMENTS**

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

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

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

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

Commercial General Liability (CGL):

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

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

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

Automobile Liability:

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

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

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

Professional Liability (Errors and Omissions):

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

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

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

Workers' Compensation Insurance:

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

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

Builder's Risk (Course of Construction):

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

Contractor's or Consultant's Pollution Legal Liability:

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

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

Cyber Liability Insurance

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

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

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

Surety Bonds:

Contractor shall provide the following Surety Bonds:

____ Bid Bond
 ____ Performance Bond
 ____ Payment Bond

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

Other Insurance Provisions:

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

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

Contractor's general liability and automobile liability policies shall be primary and shall not seek contribution from the City's coverage and be endorsed to add the City and its officers, officials, employees, and agents as additional insureds under such policies using Insurance Services Office

form CG 20 10 (or equivalent) on the general liability policy. For construction projects, an endorsement providing completed operations coverage for the additional insured on the general liability policy, ISO form CG 20 37 (or equivalent), is also required.

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

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

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

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

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

X **Waiver of Subrogation:**

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

___ **Completed Operations**

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

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

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

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

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

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

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

Acceptability of Insurers:

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

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

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

Subcontractors:

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

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

Verification of Coverage:

Contractor or Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor or Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

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

Failure to Comply:

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

Applicability of Coverage:

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



AMENDMENT NO. 1
TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MILPITAS AND
HINDERLITER DE LLAMAS AND ASSOCIATES

FOR
SALES TAX AUDIT, ANALYSIS, REPORTS AND FORECASTING SERVICES

This Amendment No. 1 is entered on _____, by and between the City of Milpitas, a municipal corporation (hereafter referred to as "City"), and Hinderliter De Llamas And Associates, a corporation (hereafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Amendment No. 1.

RECITALS

WHEREAS, on July 22, 2021, the Parties entered into a Professional Services Agreement for Sales Tax Audit, Analysis, Reports and Forecasting Services (the "Agreement") with a compensation amount not to exceed One Hundred Thousand Dollars and Zero Cents (\$100,000.00), and with a term period of July 1, 2021 to June 30, 2026; and

WHEREAS, the Parties now desire to further amend the Agreement to add additional funds of Three Hundred Thousand Dollars and Zero Cents (\$300,000.00).

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the Parties agree to amend the Agreement as follows:

1. Section 2b. Compensation is hereby deleted in its entirety and replaced with:

In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **four hundred thousand dollars and zero cents (\$400,000.00)**. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within thirty (30) days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

2. All other provisions of the Agreement not amended by this Amendment No. 1 shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 as of the date first written above.

[Signatures on following page]

SIGNATURE PAGE TO AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
WITH
HINDERLITER DE LLAMAS & ASSOCIATES
FOR
SALES TAX AUDIT, ANALYSIS, REPORTS AND FORECASTING SERVICES

CITY OF MILPITAS

Approved By:

Ned Thomas, City Manager

Date

Approved As To Form:

Michael Mutalipassi, City Attorney

Approved:

Lauren Lai, CPA, MPA, Finance
Director/ Risk Manager

**HINDERLITER DE LLAMAS &
ASSOCITAES**

Signature

Name

Title

Date



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve and Authorize City Manager to Execute a Lease Agreement with Pacific West Builders, Inc. to Lease City Owned Land at 1700 Sango Court in the Amount of \$34,800.00 (Staff Contact: Alex Andrade, Economic Development Director, 408-586-3046; and Robert Musallam, Housing Division Manager, 408-586-3275)
Category:	Community Development
Meeting Date:	11/07/2023
Recommendation:	Approve and authorize City Manager to execute a lease agreement with Pacific West Builders, Inc. to lease City owned land at 1700 Sango Court in the amount of \$34,800

BACKGROUND:

On March 16, 2022, the City entered into a commercial lease agreement with Nibbi Bros. Inc. for employee parking and 29,000 square feet on the property known as 1700 Sango Court for construction laydown, storage, and staging purposes as well as the use of the surface parking lot for the City-owned property located at 1831-1841 Tarob Court for \$7,000 per month. The term of the lease was to be 15 months with an additional three (3) one-month extension options to be executed by the tenant. The tenant executed one monthly option, which expired on July 21, 2023. The total value of the lease agreement was approximately \$113,000 for 16 months.

On August 2, 2023, a representative from the Pacific West Builders, Inc. submitted a Letter of Intent (LOI) to lease City owned property at 1700 Sango Court. The terms of the LOI are presented below in the analysis section.

On October 17, 2023 staff presented to the City Council during closed session. Council directed staff to proceed to City Council open session under the consent calendar on November 7, 2023, for formal consideration of a lease agreement by and between the City of Milpitas and Pacific West Builders for the temporary use of 1700 Sango Court for construction staging.

ANALYSIS:

The Letter of Intent to lease 1700 Sango Court is available for review as **Attachment 1**. The following are the terms of the LOI:

- \$2,900 per month
- Twelve (12) month lease beginning at execution date
- Three (3) one-month extensions
- Tenant will pay all expenses of the property to maintain the improvements, insurance, utilities, and any other expenses of the property
- Lease the 1500 square feet of interior office space and 29,000 square feet of asphalt parking lot

City staff conducted an analysis of the proposed LOI terms and researched the proposed market value of leasing this property in its current condition. The City conferred with commercial real estate experts in land leasing value. A determination was made that the fair market value to lease the land is between \$0.35-\$0.45 per square foot. This value would only apply to the open land available for lease, not the office. If staff applied the available space of 29,000 square feet to the low end of that spread, or \$0.35 per square foot, the lease value would be \$10,150 per month. This does not factor in the enclosed storage space, which carries a cost of \$1 per square foot. Including the 1,500 square feet of interior office space, the total market value of a potential lease would be \$11,650 per month.

On September 13, 2023, City staff and key personnel from the Pacific West Builders, Inc., met at the site for a site tour. Upon viewing the site, the personnel acknowledged they are prepared to proceed with the lease, pending the finalizing of terms.

Given this project aims to develop affordable housing in Milpitas, and Pacific West Builders, Inc. staff has noted that their budget is limited, staff counter-offered for the use of the covered and uncovered space for lease for a total of \$5,000 per month or \$60,000 per year. Any additional month the lease is extended would be extended at a rate of \$5,000 per month. This represents a price per square foot of less than 50% of market value. During the extension period, the Bay Area CPI is instituted at a rate of the most recent percentage.

On September 22, 2023, staff sent the counteroffer of \$5,000 per month to the Pacific West Builders, Inc. The Pacific West Builders, Inc. replied by rejecting our counterproposal and remained firm that they are unable to afford more than the initial \$2,900 per month being offered.

Under the terms of the LOI, the total initial twelve-month value to the city is \$34,800. This does not factor in any of the three (3) one-month extensions. Including the extensions, the total value of the lease would be \$43,500. A copy of the draft lease agreement is available as **Attachment 2**.

In consideration for Council is the staff time required to initiate a lease with the Pacific West Builders, Inc. Staff estimates that the cost to the City to negotiate and execute this lease will be approximately \$10,000 in staff time from the initial engagement through the full administration of the lease..

As noted above, the market value of the contract is \$11,650 per month. However, space is being leased in order to facilitate the development of affordable housing in Milpitas. Should Council agree to a reduced market rent of \$2,900 per month, in effect Council would be providing a public benefit of \$8,750 per month, or \$105,000 towards the development of affordable housing.

FISCAL IMPACT

Should Council approve the recommendations, the City would achieve a positive fiscal impact to the general fund between \$34,800 and \$43,500, depending on the final length of the lease agreement.

CEQA

The action has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and is not a project pursuant to Pub. Resources Code, § 21065 and Cal. Code Regs., tit. 14, § 15378.

RECOMMENDATIONS:

1. Approve and Authorize City Manager to execute a lease agreement with Pacific West Builders, Inc. to lease City owned land at 1700 Sango Court in the amount of \$34,800.

ATTACHMENTS:

1. Letter of Intent to Lease 1700 Sango Court
2. Draft Commercial Lease Agreement
3. Budget Change Form

LETTER OF INTENT

August 2, 2023

Alex Andrade
Economic Development Director
City of Milpitas
455 East Calaveras Blvd.
Milpitas, CA 95035

Re: Lease for 1700 Sango Court

Pacific West Builders, Inc. is pleased to present the following proposal, which establishes the basic terms and conditions for a lease at the above-referenced location under the following terms and conditions:

Premises: Approximately 1500 square feet of interior office space located at 1700 Sango Court, 29,000 square feet of asphalt parking lot at 1700 Sango Court (as identified in the attached Exhibit A) known as the Premises. Legal description to be provided at a later date.

Tenant: Milpitas Pacific Associates, a California Limited Partnership

Landlord: City of Milpitas

Use: Tenant shall have the right to use the Premises for construction Offices, construction laydown/storage/staging, and construction Trade worker parking and for no other purpose.

Term: 12 months from lease execution/commencement date

Renewal Options: Month to Month at \$2,900/Month, or a prorated portion thereof, Not to exceed three extension periods of (1) month each

Base Rent: \$2,900 per month for 12 months.

Expenses: Tenant will pay all expenses of the Property to maintain the Improvements in first class condition, insurance, utilities and any

Other expenses of the property.

Lease Commencement: Lease shall commence on lease execution.

Delivery Condition: Landlord shall deliver the premises on the commencement date in an AS-IS condition without representation or warranty and free of the Obligation to construct any improvements or make any repairs Thereon.

Tenant Improvements: Tenant shall complete improvements according to Tenant's Approved plans and specifications.

Lease Form: Landlord's Lease form will be used.

Contingency: This proposal is subject to approval by the City Council for the City Of Milpitas.

Brokers: _____

Insurance: Tenant shall be responsible for providing and maintaining a Certificate of Liability Insurance naming the Landlord as Additional Insured. Coverage to be named during lease Negotiations according to industry standards for similar properties.

Confidentiality: All parties agree to keep negotiations confidential unless otherwise Required by law pursuant to Public Records Act. Final approved Lease shall be a publicly approved document.

Response Deadline: Please respond no later than 8/15/2023

Letter of Intent is not intended to constitute a binding agreement but rather to serve as a basis for negotiating a definitive lease containing additional terms and conditions that are customary for a transaction of the nature contemplated by this Letter of Intent, and neither party shall have any obligation to the other until the Lease is executed and delivered by both parties between us. Neither party will rely on this Letter of Intent as binding on the other and acknowledge that any such reliance would not be reasonable. Further efforts by either party to perform due diligence or carry out other acts in contemplation of the possible lease of the Property may not be deemed evidence of intent of either party to be bound by this Letter of Intent. Further negotiations are contemplated before a binding lease will be prepared. The parties agree to negotiate in good faith from your execution of this Letter of Intent with the goal being to prepare and execute a definitive lease as soon as possible.

If the above terms and conditions are acceptable, please sign both copies of this letter, retain one copy for your files and return the second signed copy to us

We appreciate your time and consideration in this matter.

Sincerely,



Shaun Jolley
Pacific West Builders, Inc.
(503) 351-0620

shaunj@tpchousing.com

Agreed and Acknowledged:

By: _____

Exhibit A



COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT (the "**Lease**") is made and entered into by and between City of Milpitas ("**Landlord**") and Pacific West Builders, Inc. ("**Tenant**"), under the following terms and conditions:

1. Introduction. Landlord owns the commercial property located at 1700 Sango Court, located in the City of Milpitas, California, (the "**Property**").

2. Description of the Leased Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord a portion of the Property known as 29,000 square feet on the Property known as 1700 Sango Court for construction laydown, storage and staging purposes.

3. Term, Occupancy, and Renewal.

a. Term. The term of this Lease shall commence on the date this Lease is executed by both Tenant and Landlord (the "**Commencement Date**") and shall continue for 12 months from the Commencement Date.

b. Occupancy. Tenant may, upon execution of this Lease by Landlord and Tenant, occupy the Premises on the Commencement Date subject to all terms and conditions of this Lease, provided Tenant complies with Section 17 (Insurance) and delivers an insurance certificate to Landlord prior to entry. Upon delivery of the insurance certificate, first month's rent and any security deposit, Landlord shall deliver the keys and possession to Tenant.

c. Option to Renew. Provided Tenant is not in default under any terms of this Lease, and in the sole and absolute discretion of Landlord, Tenant is hereby granted three (3) options to renew this Lease, under the same terms and conditions as set forth in this Lease, for the further term of one (1) month from and after the expiration of the original term of this Lease as set forth under Section 3(a) (the "Renewal Term") by giving Landlord written notice of election of exercise option to at least 30 days prior to the expiration of the then unexpired term; provided, if Tenant fails to timely notify Landlord of election to extend for any option period, all succeeding option periods, if any, shall automatically expire and lapse and the Lease shall terminate at the end of the term then in effect.].

4. Rent. The initial annual rent during the term of this Lease shall be \$2900 per month, subject to increase as provided in Section 4(d) below ("**Base Rent**"). Tenant shall, commencing on the Commencement Date and continuing thereafter on the first day of each and every month during the term of this Lease, pay to Landlord in advance, such minimum monthly rent, without setoff, deduction or demand. If possession is taken on other than the first of the month, rent shall be prorated accordingly based on a 30-day month.

a. Late Charge. Tenant acknowledges that late payment by Tenant to Landlord of rent will cause Landlord to incur costs not contemplated by this Lease. If any installment of rent due from Tenant is not received by Landlord within five (5) days after it becomes due, Tenant shall pay to Landlord an additional sum of 5% of the overdue rent as a late charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of late payment by Tenant. Acceptance of any late charge shall not constitute a waiver

of Tenant's default with respect to the overdue amount or prevent Landlord from exercising any of the other rights and remedies available to Landlord.

b. Interest on Unpaid Rent. Rent or other charges under this Lease not paid within five (5) days of the date due shall, in addition to any late charges under Section 4(a) above, bear interest at the lesser of the maximum legal rate or 10% per annum from the date due until paid.

c. Holdover. Tenant shall not hold over after the expiration or earlier termination of the term hereof without the express prior written consent of Landlord. Acceptance of rent is not Landlord's consent to holdover. Without Landlord's express consent Tenant shall become a tenant at sufferance only at a rental rate equal to 150% of the rent in effect upon the date of such expiration. Acceptance by Landlord of rent after such expiration or earlier termination shall not constitute a holdover hereunder or result in a renewal. The foregoing provisions of this Section 4 are in addition to and do not affect Landlord's right of re-entry or any rights of Landlord hereunder or as otherwise provided by law. If Tenant fails to surrender the Premises upon the expiration of this Lease, Tenant shall indemnify, protect, defend and hold Landlord harmless from all loss or liability, including without limitation, any claim made by any succeeding tenant founded on or resulting from such failure to surrender. Such indemnity shall survive the expiration of this Lease.

d. Annual Adjustment. Beginning on the first anniversary of the Commencement Date, Base Rent shall increase annually at the end of each 12-month period by any increase in the Consumer Price Index ("CPI") as determined by the U.S. Bureau of Labor Statistics for all Urban Consumers for the San Francisco/Oakland/San Jose Metropolitan Area over the previous year. Should the CPI be discontinued, the index used for comparison shall be a comparable index as designated by the Bureau. It is recognized by both parties that the Index for any month is not published for approximately two months. Tenant shall, therefore, continue to pay the current rental paid by Tenant until such time as the new rental is calculated and, at that time, Tenant shall pay within ten (10) days of notice of the new Base Rent the new amount plus arrearages. In no event shall Base Rent ever decrease below the prior year's Base Rent even if the CPI is negative. In such event, the Base Rent shall remain the same.

e. Security Deposit. Concurrently with Tenant's execution of this Lease, Tenant shall deposit with Landlord the Security Deposit in the amount of \$10,000.00. The Security Deposit shall be held by Landlord as security for Tenant's performance of the terms of this Lease. Landlord may (but shall not be required to) use all or any part of the Security Deposit to cure any default of Tenant under the Lease (after any required notice and expiration of any applicable cure period) or to compensate Landlord for any loss or damage which Landlord may incur as a result of Tenant's default. Tenant shall not be entitled to interest on the Security Deposit and Landlord shall not be required to keep the Security Deposit separate from its general funds. Where there have been no defaults by Tenant or where all applicable deductions from Security Deposit have been made as hereinabove provided, Landlord shall refund the then existing balance of the Security Deposit to Tenant within thirty (30) days of expiration or termination of this Lease.

~~e.f. Subsidy. The value of the leasehold of the property Landlord is providing this lease at below market value as a subsidy to tenant's affordable housing project, which furthers Milpitas's goal of finding innovative approaches to incentivize affordable housing projects, collaborate with key stakeholders to care for our most vulnerable populations, and support and engage neighborhoods through dedicated programs and services. Tenant is not entitled to receive~~

this subsidy, which is being offered at the sole discretion of Landlord. Tenant shall not be entitled to claim any portion of this subsidy as damages in action against Landlord. ~~providing~~

5. Place of Payment of Rent. Rent and all other sums which shall become due under this Lease, including but not limited to late charges and additional rent, shall be payable by hand delivery or mail at 455 E. Calaveras Blvd. Milpitas, CA 95035 (Attention: Finance Department), or at such other place as Landlord may designate from time to time in writing. Mailed payments must be received (not postmarked) by Landlord by the date due.

6. Condition of, and Improvements to, Premises.

a. Improvements. Under this Lease, Landlord shall have no obligation or responsibility, actual or implied, to install, construct, accommodate, or make any improvements to the Premises prior to, or as a condition of, Tenant's occupation of the Premises.

b. As-Is Condition. Tenant warrants and agrees that Tenant has inspected the Premises. Tenant agrees to take possession of the Premises in an AS-IS condition (which exists on the date this Lease is signed) and Tenant further agrees that, if Tenant wishes to construct any improvement in the Premises, Tenant shall comply with all requirements in **Exhibit C** as well as Section 13 (Alterations and Liens) of this Lease. Landlord makes no representations regarding the condition, status, compliance with laws or suitability for a particular purpose for Tenant's use.

c. Condition Upon Surrender. Upon termination of this Lease, Tenant shall surrender the Premises to Landlord in as good condition as when originally received, ordinary wear and tear and damage by fire, earthquake, flood or act of God excepted, and including any repairs or improvements made by Tenant. If Tenant fails to maintain the Premises in good order and repair, after thirty (30) days' prior written notice, Landlord may, at its option, make such repairs, and Tenant shall pay the reasonable cost thereof as additional rent hereunder within ten (10) days after receipt of a written statement therefor. In the event the giving of thirty (30) days' prior notice may result in additional damage to the Premises, Landlord may make such repairs, at Tenant's expense, without thirty days' prior written notice.

d. Inspection by Certified Access Specialist. Landlord discloses that the Premises have not undergone inspection by a Certified Access Specialist as referenced in California Civil Code Section 1938 subsection (e) which provides: "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises." Pursuant to the foregoing Section 1938(e), Tenant acknowledges and agrees that, if Tenant wishes to have the Premises inspected by a CASp: (i) Tenant must notify Landlord on or before the date when Tenant executes this Lease pursuant to the election below; (ii) the inspection will be at Tenant's sole cost and expense; (iii) the inspection must be scheduled through Landlord and in coordination with the Building's property manager; (iv) any repairs or modifications necessary to correct any violation of construction-related accessibility standards that is noted in the CASp report

shall be Tenant's responsibility; and (v) Tenant must provide a copy of the CASp report to Landlord on completion. By initialing below, Tenant represents that:

Tenant wishes to have a CASp inspection of the Premises Initials: _____

Tenant hereby waives its right to have a CASp inspection of the Premises Initials: _____

7. Use. The Premises shall be used only for construction laydown, storage, staging, and construction trade worker parking and for no other purpose ("**Permitted Use**"). Tenant shall not use any portion of the Premises for purposes other than those specified without first obtaining the written consent of Landlord. Tenant shall before and during the Term faithfully observe and comply with, and shall cause all occupants of the Premises to observe and comply with, the "**Rules and Regulations**" attached hereto as **Exhibit B**, and all reasonable non-discriminatory modifications and additions to them which Landlord may, from time to time, put into effect and furnish to Tenant. Landlord will try to enforce the Rules and Regulations, but will not be liable to Tenant for the violation or non-performance of the Rules and Regulations by any other tenant or occupant of the Property. Tenant shall maintain and conduct its said business insofar as the same relates to Tenant's use and occupancy of the Premises, in a lawful manner and in strict compliance with all governmental laws, rules, regulations and order. Tenant shall obtain all business licenses, clearances, and permits required to operate its business prior to opening, maintain such necessary licenses and permits in force during the Term, and shall provide copies of each permit or license within 30 days after the Commencement Date and at any time during the Lease Term upon Landlord's request. Tenant shall post all notices to the public in an accessible and visible place to the public. Such notices may include, but are not limited to, Health Department clearances, business licenses, or cosmetology or other licensure. Tenant shall promptly notify Landlord of any notice of violation, suspension or revocation of any such license or clearance. Without limiting in any way the restriction in this Lease that the Premises be used only for the Permitted Use specified in this paragraph, in no event shall the Premises be used for any exclusive use granted by Landlord to other tenants of the Property prior to or subsequent to the date of this Lease. Nothing in this Lease shall be construed to grant Tenant an exclusive right to such Permitted Use.

8. Uses Prohibited. In addition to uses prohibited pursuant to Paragraph 7, Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which is not within the permitted use of the Premises which will in any way increase the existing rate of or affect any fire or other insurance upon the Property or any of its contents, or cause a cancellation of any insurance policy covering the Property or any part thereof or any of its contents. Tenant shall not use the Premises for any cannabis related uses, dispensary, manufacture, assembly, the sale of cannabis or accessories related to cannabis products. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Property or injure or annoy them or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose; nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or allow to be committed any waste in or upon the Premises. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to sell or solicit in any manner or store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Landlord or Landlord's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur then Landlord shall have the right, without notice, in addition to any other rights and remedies that it may have, to remove the property and charge the cost to Tenant, which cost shall be payable as

additional rent immediately upon demand by Landlord.

9. Compliance with Laws/Hazardous Materials.

a. Tenant, at Tenant's expense, shall comply with and cause all of Tenant's agents to comply with all applicable laws, ordinances, rules and regulations of governmental authorities applicable to the Premises or the use or occupancy thereof, including, without limitation, the law commonly known as the Americans With Disabilities Act and California Code of Regulations Title 8, Sections 3281 through 3299 (collectively, "**Laws**").

b. Tenant shall not cause or permit any Hazardous Materials, as defined below, to be brought upon, kept, used, discharged, deposited or leaked in or about the Premises or the Property by Tenant or any of Tenant's agents or by anyone in the Premises (other than Landlord or its agents, employees or contractors), except to the extent such Hazardous Materials are cleaning or office supplies customarily kept or used by tenants and are kept and used in accordance with all applicable laws. If Tenant breaches the obligations stated in the preceding sentence, or if the presence of any Hazardous Material on the Premises or the Property caused or suffered or permitted by Tenant or any of Tenant's agents or by anyone in the Premises (other than Landlord or its agents, employees or contractors) results in contamination of the Premises or the Property, or if contamination of the Premises or the Property by any Hazardous Material otherwise occurs for which Tenant is legally liable, then Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, damages, costs, liabilities and expenses (including, without limitation, diminution in value or use of the Property, attorneys' fees, consultant fees and expert fees) which arise during or after the Term as a result of such contamination. This indemnification shall include, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work on or under the Premises. "**Hazardous Material**" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local, state or federal governmental authority or by common law decisions, including without limitation (i) all chlorinated solvents, (ii) petroleum products or by-products, (iii) asbestos and (iv) polychlorinated biphenyls.

10. Waste; Nuisance; Quiet Enjoyment. Tenant shall not suffer or commit any waste or nuisance on the Premises, nor shall Tenant interfere with or obstruct the rights of or disturb the quiet enjoyment of any other tenant or occupant of the building or injure or annoy them. Tenant shall not use or allow the Premises to be used for any improper, immoral, or objectionable purposes, to be determined Landlord's sole and absolute judgment.

11. Repair and Maintenance.

a. Landlord shall repair and maintain the roof, structural foundations, exterior walls of the building, and Common Areas in which the Premises are located unless the need for such repair shall be caused by the neglect, misuse, or misconduct of Tenant, its agents, employees or invitees, in which case Landlord shall promptly cause the repairs to be made at Tenant's sole expense. Within ten (10) days after receipt of a written notice that Landlord has made repairs that were caused by the neglect, misuse, or misconduct of Tenant, its agents, employees or invitees, Tenant shall promptly reimburse Landlord within thirty (30) days of invoice for the cost of all such repairs and maintenance. Landlord shall not be required to make any repairs to the roof, structural foundation, or exterior walls unless and until Tenant has notified Landlord in writing of the need

for such repairs and Landlord shall have had a reasonable period thereafter to commence and complete said repairs.

b. Tenant shall, at Tenant's sole cost and expense, maintain the Premises except as noted under Section 11(a), above, in good condition and repair. Said maintenance shall include but not be limited to, the interior of the Premises, exterior doors and windows, all fixtures and equipment, including without limitation, heating and ventilation systems, plate glass, electrical wiring, plumbing fixtures, plumbing drains (from the interior of the Premises to the point of connection of Tenant's drainage system with the sanitary sewer system owned, managed, and/or maintained by the local municipality). Tenant hereby waives California Civil Code Sections 1932(1), 1941 and 1942 and any other applicable existing or future law, ordinance or governmental regulation permitting Tenant to make repairs at Landlord's expense.

12. Additional Rent. In addition to the Base Rent required to be paid hereunder, Tenant shall pay as additional rent as provided in this Paragraph 12, an amount equal to (i) Operating Expenses assessed, billed, or charged separately against the Premises, plus (ii) Tenant's Proportionate Share of Property Operating Expenses not so separately assessed, billed, or charged in the manner set forth below (Tenant's "**Operating Expense**").

a. Landlord shall reasonably allocate to Tenant portions of Operating Expenses not assessed, billed or charged separately against the Premises between the Premises and the other occupied building area in the Property. The portion of an Operating Expense so allocated by Landlord to the Premises shall be Tenant's share of such Operating Expense. Tenant's share of all real property taxes and assessments resulting from leasehold improvements by Tenant shall be 100% allocated to Tenant. Additional Rent shall be invoiced on a monthly basis after Operating Expenses have been incurred by Landlord, and shall be due on the first (1st) day of the month following invoice.

b. Operating Expenses shall include all costs to operate, repair, restore, maintain and manage the Property improvements, buildings, roofs, common areas, parking lots, sidewalks, driveways, and other areas used in common by the tenants of the Property; all costs to supervise and administer said common areas, parking lots, sidewalks, driveways, and other areas used in common by the tenants or occupants of the Property, including such fees as may be paid to a third party in connection with same; and all parking charges, utility charges and surcharges, or any other costs levied, assessed or imposed by, or at the direction of, or resulting from statutes or regulations, or interpretations thereof, promulgated by any governmental authority in connection with the use or occupancy of the Premises or the parking facilities serving the Premises. Operating Expenses include the following costs by way of illustration, but shall not be limited to: general and special real property taxes and assessments (including any tax imposed by changes in laws or which is imposed as a result of this transaction or any transfers hereof), rent taxes; gross receipt taxes (whether assessed against Landlord or assessed against Tenant and collected by Landlord, or both); water and sewer charges; insurance premiums on property and liability insurance maintained by Landlord; any deductible portion of an insured loss; utilities; refuse disposal; painting, and decoration of non-tenant areas; Common Area lighting; fire detection systems; security; Common Area clean-up; labor; reasonable costs incurred in the management of the Property; air-conditioning and heating; supplies, materials, equipment and tools, including maintenance and repair costs and service contracts; costs of licenses, permits and inspections; maintenance, repair and restoration of all Common Areas, including repair/installation of asphalt overlay, resurfacing, restriping and cleaning of parking areas (all of which parking area expenses shall be non-capital

improvements); cost of Landlord's compliance under the Lease; landscaping and gardening; cost of utilities not separately metered; rental value of manager's office; wages, salaries and benefits; and other services to be provided by Landlord that are stated elsewhere in this Lease to be Operating Expenses. All capital expenditures that directly and measurably reduce Operating Expenses or that are required to comply with laws or regulations shall also be included in Operating Expenses. Operating Expenses shall not include depreciation on the Property buildings, loan payments, executive salaries or real estate brokers' commissions.

c. Trade Fixtures And Equipment. Tenant at its own expense shall provide and maintain all trade fixtures and equipment reasonably required to enable it to conduct its business in the Premises in a business-like manner. Tenant shall keep all trade fixtures and equipment clean and in good repair. Kitchens or other food preparation facilities shall be steam cleaned annually. Landlord may inspect the Premises annually to ensure good maintenance practices and review the current condition of the Premises pursuant to Section 15. Such fixtures and equipment shall remain the property of Tenant, and Tenant may remove or if required to do so by Landlord, shall remove the same or any part thereof upon the termination of this Lease. Prior to lease expiration or earlier termination, Tenant shall repair at its own expense any damage to the Premises caused by its removal of said fixtures or equipment. All trade fixtures and equipment installed by Tenant pursuant thereto shall not be subject to, and shall be free of any lien for payment of rent by Tenant or for the performance of any other obligation of Tenant. Tenant shall keep Tenant's fixtures and equipment insured for full replacement value.

d. To the extent separately assessed, billed or charged, Tenant shall pay, during the term hereof, all electric, water, gas, telephone, and other public utility charges in connection with its occupancy and use of the Premises, including all costs of operating and maintaining all equipment therein, and all business taxes and all taxes upon the property and fixtures of the Tenant. To the extent not separately assessed, billed or charged, such charges shall be subject to this Section 12 (Additional Rent). Landlord shall not be responsible for any interruptions or disturbance of service regardless of whether Tenant is paying directly for such services or if such services are being contracted for by Landlord, nor shall there be any abatement of rent resulting from any cessation or interruption of utility service or other service contemplated by this section. Tenant hereby waives the provisions of California Civil Code Section 1932(1) or any other applicable existing or future law, ordinance or governmental regulation permitting the termination of this Lease due to the interruption of failure of any services to be provided under this Lease.

e. Revenue & Taxation Code Section 107.6 Possessory Interest Tax. Tenant recognizes and understands that this Lease may create a possessory interest subject to property taxes and that, if a possessory interest is created, Tenant shall, in accordance with this Section 12(e) hereof, be responsible for payment of property taxes levied against such possessory interest.

13. Alterations and Liens. Tenant shall not make or cause to be made any alterations, additions, or improvements to or of the Premises or any part thereof without the prior written consent of Landlord. If any alterations require additional changes to comply with Laws which are triggered by Tenant's alterations, all such resulting requirements to comply with Laws shall be at Tenant's expense and any Landlord consent to such alterations shall be conditioned on Tenant's payment for same. Any alterations, additions, or improvements affixed to the Premises, except furnishings, equipment, and trade fixtures, shall, at Landlord's option, become part of the real property and belong to Landlord on expiration or termination of the term and any extension thereof. If Landlord consents to the making of any alteration, additions, or improvements to the Premises, they shall be

made at Tenant's sole cost and expense. Tenant shall comply with the provisions of **Exhibit C** with regard to all Alterations and Improvements. Tenant shall keep the Premises free and clear of any liens or encumbrances which may arise from such work. At Landlord's option, Tenant shall, at its sole cost and expense, remove all such additions, alterations, and improvements from the Premises at the end of the term hereof and repair any damage to the Premises occasioned by such removal. If Tenant shall fail to complete such removal and repair such damage within ten (10) days after such termination, Landlord may do so and Tenant shall pay the reasonable cost thereof as additional rent within ten (10) days after Landlord shall render to Tenant a written statement therefor. In the event Tenant makes any alterations to the Premises that trigger or give rise to a requirement that the Premises come into compliance with any governmental laws, ordinances, statutes, order and or regulations (such as ADA requirements), Tenant shall be fully responsible for complying, at its sole cost and expense with same. Tenant shall file a Notice of Completion after completion of any alteration or improvement and provide Landlord with a copy thereof. Tenant shall provide Landlord with a copy of a set of "as built" drawings of any such work.

14. Assignment and Subletting. Tenant shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the said Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (the employees, agents, servants and invitees of Tenant excepted) to occupy or use the said Premises, or any portion thereof, without first obtaining the written consent of Landlord which shall not be unreasonably withheld. If an assignment or subletting involves a use other than that permitted in Paragraph 7 above, Tenant must comply with said Paragraph 7. Consent to one assignment, subletting, occupation or use by another person shall not be deemed to be consent to any subsequent assignment, subletting, occupation or use by another person. Consent to any such assignment or subletting shall in no way relieve Tenant of any liability under this Lease. Any such assignment or subletting without such consent shall be void, and shall, at the option of the Landlord, constitute a default under the terms of this Lease. No sublease or assignment shall release Tenant from continuing liability hereunder. In the event that Landlord shall consent to a sublease or assignment hereunder, Tenant shall pay Landlord reasonable attorney fees and costs incurred in connection with the processing of documents necessary to giving of such consent. Any excess consideration above the rental rate provided in this Lease Tenant is entitled to as a result of any assignment or sublease shall be divided and paid 50% to Tenant and 50% to Landlord; provided, however, that if Tenant is in default under this Lease, Landlord shall be entitled to all such excess consideration

a. Procedures. Should Tenant desire to assign, transfer, sublet, mortgage, pledge, hypothecate or encumber this Lease or any interest therein (a "**Transfer**"), Tenant shall request, in writing, Landlord's consent to the proposed Transfer at least 60 days before the intended effective date of the proposed Transfer (which request shall be accompanied by a payment of Five Hundred Dollars (\$500.00) to reimburse Landlord for costs incurred in connection with reviewing such proposed Assignment), which request shall include any information reasonably requested by Landlord to evaluate the proposed Transfer. Within 30 days after receipt of Tenant's request for consent to the proposed Transfer together with all of the above-required information, Landlord shall respond and shall have the right to, in Landlord's sole discretion: (a) consent to the proposed Transfer; (b) refuse to consent to the proposed Transfer; or (c) terminate this Lease, such termination to be effective 30 days after Tenant's receipt of Landlord's notice electing to so terminate. If Landlord shall exercise its termination right hereunder, Landlord shall have the right to enter into a lease or other occupancy agreement directly with the proposed transferee, and Tenant shall have no right to any of the rents or other consideration payable by such proposed

transferee under such other lease or occupancy agreement. ~~A consent to one Transfer by Landlord shall not be deemed to be a consent to any subsequent Transfer to any other party.~~

~~b. Standard for Consent. Tenant agrees that Landlord may refuse its consent to the proposed transfer on any reasonable grounds, and (by way of example and without limitation) Tenant agrees that it shall be reasonable for Landlord to withhold its consent if any of the following situations exist or may exist: (a) the proposed assignee, subtenant or transferee (each a "Transferee") proposes to change the use of the Premises from the permitted use pursuant to Section 7, and the new proposed use of the Premises (i) is a non-retail use; or (ii) is a use which would breach any exclusive use rights granted in writing to another tenant in the Property; or (iii) is a use which would duplicate the primary use of any other tenant or occupant in the Property; or (iv) in Landlord's reasonable opinion, is inconsistent with the tenant mix in the Property at the time of the request for Landlord's consent (excepting the use specified in Section 7 above); (b) the proposed Transferee's financial condition, net worth or liquidity is inadequate, based upon Landlord's reasonable business judgment consistent with generally accepted industry standards necessary to support all of the financial and other obligations of Tenant under this Lease; (c) the business reputation or character of the proposed Transferee is not reasonably acceptable to Landlord; (d) the proposed Transferee is not likely to conduct on the Premises a business of a quality substantially equal to that conducted by Tenant, including Landlord's ability to obtain Percentage Rent; or (e) the business of the proposed Transferee is not, in Landlord's reasonable judgment, a business that is likely to attract patrons to the Property, based on the demographics and clientele of the Property, or the business or reputation of the proposed Transferee is inconsistent with the image of the Property; (f) the proposed Transferee would, in Landlord's reasonable judgment, be unlikely to generate revenues in sufficient amounts to sustain the level of percentage rent obligations then being incurred by Tenant; (g) the proposed Transferee will create a vacancy elsewhere in the Property; (h) the proposed Transferee is a person with whom Landlord is, or recently has been, within the past three (3) months, negotiating to lease space in property owned by Landlord, including the Property; (i) Tenant is in default under the Lease, or has defaulted hereunder on more than three (3) occasions during the twelve (12) months preceding the request by Tenant; (j) the proposed business plan (or past business history) of the proposed Transferee indicates a possible likelihood of detriment to any portion of the Property or to the Rent to be received by Landlord hereunder; (k) the proposed Transferee will operate under a trade name other than that stated in this Lease; and/or (l) the proposed Transferee does not, in Landlord's reasonable judgment, have sufficient business experience (including substantial experience in comparable retail centers) to successfully operate a retail establishment in the Premises in the manner contemplated in the Lease.~~

15. Entry by Landlord. Except for emergencies such as fire, water intrusion and the like which may be at any time, Landlord and its agents shall have the right to enter the Premises at reasonable times to inspect and examine the same and to make such repairs to the Premises as the Landlord shall deem advisable, and to show the Premises to prospective tenants, buyers or lenders.

16. Indemnification.

a. Waiver of Claims. To the extent permitted by law, Tenant waives all claims against Landlord for damage to person or property arising for any reason. Tenant assumes all such risks for Tenant and any employees, licensees, invitees, agents, or contractors.

b. General Indemnity. Tenant shall indemnify, protect, defend (at Tenant's sole cost and with legal counsel acceptable to Landlord) and hold harmless, Landlord and Landlord's affiliated entities, and each of their respective members, managers, partners, officers, employees, volunteers, council members, board members, lenders, agents, contractors, successors and assigns from and against any and all claims, judgments, causes of action, damages, penalties, costs, liabilities, and expenses, including all court costs and attorney fees, arising at any time during or after the Term, as a result (directly or indirectly) of or in connection with (i) default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or (ii) Tenant's use of the Premises, the conduct of Tenant's business or any activity, work or things done, permitted or suffered by Tenant or Tenant's employees, agents, customers, visitors, invitees, licensees, contractors, assignees or subtenants (individually, a "**Tenant Party**" and collectively "**Tenant Parties**") in or about the Premises, the Property, the Common Area or other portions of the Premises except as provided by law or for claims caused solely by Landlord's gross negligence or willful misconduct. Tenant's indemnity is not intended to nor shall it relieve any insurance carrier of its obligations under policies required to be carried by Tenant pursuant to the provisions of this Lease to the extent such policies cover the results of negligent acts or omissions of Landlord, its employees, agents, volunteers, contractors, council members, board members and officers or the failure of Landlord to perform any of its obligations under this Lease. The obligations of Tenant under this Section 16(b) shall survive the termination or earlier expiration of this Lease.

c. Exemption of Landlord from Liability. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to the Premises and its property including, but not limited to, Tenant's fixtures, equipment, furniture and alterations, or illness or injury to persons in, upon or about the Premises, arising from any cause, and Tenant hereby expressly releases Landlord and waives all claims in respect thereof against Landlord, except only such claims as are caused solely by Landlord's gross negligence or willful misconduct. Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the property of Tenant, or injury to or illness or death of Tenant or any Tenant Party or any other person in or about the Premises, whether such damage, illness or injury is caused by fire, steam, electricity, gas, water or rain, or from the breakage, leakage or other defects of sprinklers, wires, appliances, ventilation, plumbing, air conditioning or lighting fixtures, or from any other cause, and whether said damage, illness or injury results from conditions arising upon the Premises, upon other portions of the Property or from other sources or places, and regardless of whether the cause of such damage, illness or injury or the means of repairing the same is inaccessible to Tenant, except only damage, illness or injury caused solely by Landlord's gross negligence or willful misconduct.

17. Insurance. Tenant shall obtain and maintain at all times during the Term of this Lease insurance against claims for injuries to personal or damages to property which may arise from or in connection with the Lease by the Tenant, its agents, representatives, employees, invitees, or subcontractors. Tenant shall obtain and furnish proof of coverage as to each type of insurance required.

a. Property Insurance. During the Lease Term, Tenant shall, at Tenant's expense, maintain, or cause to be maintained, "All risk" property insurance including boiler and machinery comprehensive form, if applicable, covering damage to or loss of any of Tenant's personal property, fixtures, equipment and alterations, including electronic data processing equipment (collectively, "**Tenant's Property**") (and coverage for the full replacement cost thereof including business interruption of Tenant);

b. Liability Insurance. Commercial General Liability Insurance (Occurrence Form). A policy of commercial general liability insurance (occurrence form) having a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) in aggregate, providing coverage for, among other things, blanket contractual liability, Premises, products/completed operations with an "Additional Insured-Managers or Lessors of Premises Endorsement" and containing the "Amendment of the Pollution Exclusion Endorsement" for damage caused by heat, smoke or fumes from a hostile fire, and personal and advertising injury coverage, with deletion of (a) the exclusion for operations within fifty (50) feet of a railroad track (railroad protective liability), if applicable, and (b) the exclusion for explosion, collapse or underground hazard, if applicable. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, and shall include coverage for liability assumed under this Lease as an "**Insured Contract**" for the performance of Tenant's indemnity obligations under this Lease;

c. Automobile Liability Insurance. Business automobile liability insurance having a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence and insuring Tenant against liability for claims arising out of ownership, maintenance, or use of any owned, hired or non-owned automobiles;

d. Worker's Compensation. Workers' compensation insurance having limits not less than those required by state statute and federal statute, if applicable, and covering all persons employed by Tenant in the conduct of its operations on the Premises including coverage for all states and, if applicable, voluntary compensation, together with employer's liability insurance coverage in the amount of at least One Million Dollars (\$1,000,000);

e. Other Insurance. Any other form or forms of insurance as Landlord or mortgagees of Landlord may reasonably require from time to time in form, in amounts and for insurance risks against which a prudent tenant would protect itself;

f. Business Interruption. Loss of income and extra expense insurance in amounts as will reimburse Tenant for direct or indirect loss of earnings attributable to all peril commonly insured against by prudent Tenants in the business of Tenant or to prevention of access to the Premises as a result of such perils;

g. Umbrella/Excess Liability Insurance. Umbrella or excess liability insurance may be used to satisfy the limits required in Section 17(a) and (b) above. The umbrella liability or excess liability policy shall be written on an "occurrence" form with a self-insured retention no greater than Ten Thousand Dollars (\$10,000). Such policies shall name Landlord as an additional insured and shall be primary to any insurance maintained by Landlord.

h. Waiver of Subrogation. The parties release each other, and their respective authorized representatives, from any claims (for damage to any person or to the Premises and/or the building in which the Premises are located, and to the fixtures, personal property, Tenant's improvements, and alterations of either Landlord or Tenant in or on the Premises and/or the building in which the Premises are located) that are caused by or result from risks which are insured against under any insurance policies carried by the parties and in force at the time of any such damage and to the full extent of any proceeds paid under said policies.

i. Ratings, Certificates. All policies shall be taken out with insurers licensed to do business in California with a current Best Rating of (A, XIII) and in form satisfactory from time to time to Landlord. Certificates of insurance evidencing all such insurance and acceptable to the Landlord shall be filed with Landlord prior to occupancy of the Premises and at least ten (10) days prior to the expiration of the term of each policy thereafter. Such certificates of insurance must specifically show all the special policy conditions required in this Paragraph 9, including "additional insured," "waiver of subrogation," "notice of cancellation," and "primary insurance" wording applicable to each policy. Alternatively, a certified, true and complete copy of each properly endorsed policy may be submitted. All policies shall contain an undertaking by the insurers to notify Landlord and the mortgagees of Landlord in writing not less than thirty (30) days prior to any material change, reduction in coverage, cancellation, or other termination thereof. Tenant shall furnish Landlord with proof of renewal or binders for new insurance at least thirty (30) days before the expiration date of each policy. With respect to CGL Insurance, Tenant shall name Landlord, its employees, elected officials, board members, officers, agents and volunteers as additional insureds with respect to Tenant's negligence for any claims arising out of Tenant's operations in or upon the Premises. In addition, the CGL Insurance: (i) must be endorsed to be primary and non-contributory, rather than excess, with respect to each party's additional insured status; (ii) endorsed to provide cross-liability coverage if they do not contain a standard ISO separation of insureds provision; (iii) shall not contain any endorsement or provision that states the limits of the policy will not stack, pyramid or be addition to any other limits provided by that insurer, and (iv) have no cross suits exclusion, or any similar exclusion that excludes coverage for claims brought by an additional insured under the policy against another insured under the policy. All insurance policies required by this Section 17 (i) must be issued by insurance companies having an "A" rating or better by Standard and Poor's, and if not rated by Standard & Poor's, then a rating of "A" by A.M. Best Company, and (ii) may be satisfied by a primary policy or combination of primary and umbrella policies. The insurance provisions set forth in this Section 17 set forth the minimum amounts and scopes of coverage to be maintained by Landlord and Tenant and are not to be construed in any way as a limitation on each party's liability under this Lease. Landlord, as a public entity, may satisfy any of its insurance requirements by use of self-insurance, deductible, captive insurance company or risk pool. The responsibility to fund any financial obligation for self-insurance, the election not to insure, and/or deductibles shall be assumed by, for the account of, and at the sole risk of each party. The application of coverage within this self-insurance, election not to insure, and/or deductible shall be deemed covered in accordance with the policy forms set forth in this Section 17.

18. Destruction of Premises.

a. Destruction Due to Risk Covered by Insurance. If, during the term of this Lease and any renewal term, the Premises or the Property and other improvements in which the Premises are located are totally or partially destroyed from a risk covered by insurance carried by either Tenant or Landlord for the Property, rendering the Premises totally or partially inaccessible or unusable, Landlord shall restore the Premises or the Property, and other improvements in which the Premises are located, to substantially the same condition as they were immediately before destruction if they can be repaired within 270 days from date of destruction. Such destruction shall not terminate this Lease. If the existing laws do not permit the restoration, either party can terminate this Lease immediately by giving notice to the other party. Provided, however, if the cost of the restoration exceeds the amount of proceeds received from the insurance, or the estimate of time to fully restore the Premises exceeds the lesser of 270 days or the remaining Term of the

Lease, Landlord can elect to terminate this Lease by giving notice to Tenant within fifteen (15) days after determining that the restoration cost will exceed the insurance proceeds.

b. Destruction Due to Risk Not Covered by Insurance. If, during the term of this Lease and any renewal term, the Premises or the Property and other improvements in which the Premises are located are totally or partially destroyed by a risk not covered by the insurance, rendering the Premises totally or partially inaccessible or unusable, Landlord can elect to terminate this Lease by giving notice to Tenant within fifteen (15) days after determining the restoration cost and replacement value.

c. Abatement or Reduction of Rent. In case of destruction, there shall be an abatement or reduction of rent between the date of destruction and the date of substantial completion of restoration based on the extent to which the destruction interferes with Tenant's use of the Premises.

d. Waiver of Civil Code Sections. Tenant waives the provisions of California Civil Code Section 1932(2) and California Civil Code Section 1933(4) with respect to any destruction of the Premises.

19. Default and Landlord's Remedies.

a. Default. The occurrence of any of the following shall constitute a default by Tenant:

(1) Tenant shall fail to pay when due any rent or any other monetary sum payable under this Lease.

(2) Tenant shall fail to observe, keep or perform any of the other terms, covenants, agreements or conditions contained in this Lease if such default continues for a period of ten (10) days after written notice by Landlord specifying the nature of the default with reasonable particularity, unless the nature of the default is such that more than ten (10) days is required to cure it and Tenant commences to cure it within such ten (10) -day period and thereafter diligently pursues it to completion.

(3) Tenant shall become bankrupt or insolvent or make a transfer in fraud of creditors, or make an assignment for the benefit of creditors, or take or have taken against Tenant any proceedings of any kind under any provision of the Federal Bankruptcy Act or under any other insolvency, bankruptcy or reorganization act and, in the event any such proceedings are involuntary, Tenant is not discharged from the same within thirty (30) days thereafter.

(4) A receiver is appointed for a substantial part of the assets of Tenant, and such receivership is not released within thirty (30) days.

(5) The abandonment of the Premises by Tenant, or the vacation (hereby defined to be thirty (30) or more consecutive days of continual absence from the Premises) of the Premises by Tenant.

(6) This Lease or any estate of Tenant hereunder shall be levied upon by any attachment or execution and such levy is not released within thirty (30) days.

Notices given under this Section shall specify the alleged default and the applicable Lease provisions, and shall demand that Tenant perform the provisions of this Lease or pay the rent that is in arrears, as the case may be, within the applicable period of time, or quit the Premises.

b. Landlord's Remedies. If any default by Tenant shall occur, and following notice of default as required by this Lease (for the period applicable to the default under the applicable provision of this Lease), Landlord shall have the following remedies in addition to all other rights and remedies provided by law or equity, to which Landlord may resort cumulatively or in the alternative.

(1) Landlord shall have the immediate option to terminate this Lease and all rights of Tenant hereunder by giving written notice of such intention to terminate. In the event that Landlord shall so elect to terminate this Lease, then Landlord may recover from Tenant:

(a) The worth at the time of award of any unpaid rent which had been earned at the time of such termination; plus

(b) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss Tenant proves could have been reasonably avoided; plus

(c) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; plus

(d) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom; and

(e) At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law.

As used in Subparagraphs (a) and (b) above of this Section, the "worth at the time of award" is computed by allowing interest at the maximum rate an individual is permitted by law to charge. As used in subparagraph (c) above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

(2) In the event of the vacation or abandonment of the Premises by Tenant, or in the event that Landlord shall elect to reenter as provided herein or shall take possession of the Premises pursuant to legal proceeding or pursuant to any notice provided by law, then Landlord shall have the remedy specified by Civil Code Section 1951.4, in which Landlord may from time to time recover all rental as it becomes due or relet the Premises or any part thereof for the account of Tenant on such term or terms and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable, with the right to make alterations and repairs to the Premises. In the event that Landlord shall elect so to relet, then rentals received by Landlord from such reletting shall be applied first, to the payment of any indebtedness, other than rent due hereunder, owed by Tenant to Landlord; second, to the payment of any cost (including commissions) of such reletting; third, to the payment of the cost of any alterations and repairs to the Premises; fourth, to the payment of rent due and unpaid hereunder; and the residue,

if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. Should that portion of such rentals received from such reletting during any month, which is applied to the payment of rent hereunder, be less than the rent payable during that month by Tenant hereunder, then Tenant shall pay such deficiency to Landlord upon demand. Tenant shall also pay to Landlord, as soon as ascertained, any and all costs and expenses incurred by Landlord in such reletting or in making such alterations and repairs not covered by the rentals received from such reletting.

(3) No reentry or taking possession of the Premises by Landlord pursuant to this Section shall be construed as an election to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction.

20. Signs. All signs and graphics of every kind visible in or from public view or corridors, or the exterior of the Premises, whether inside or outside the Premises, shall be subject to Landlord's prior written approval and shall be subject to compliance with any applicable Laws, including local sign ordinances and Historic Preservation laws. Landlord may provide, at its option, a building directory sign, for which Tenant shall pay its Proportionate Share.

21. Parking. Tenant shall have use of the Premises for parking.

22. Estoppel Certificate. Tenant shall execute and deliver to Landlord within ten (10) days of request a commercially reasonable estoppel statement. Landlord and Tenant intend that any estoppel statement delivered pursuant to this Section may be relied upon by any mortgagee, beneficiary, purchaser or prospective purchaser of the building or any interest therein and failure to execute and return such estoppel shall be a material breach of the Lease.

23. Eminent Domain. In case the whole of the Premises, or such part thereof that substantially interferes with the reasonable use of the Premises, shall be taken for any public or quasi-public purpose by any lawful power or authority by exercise of the right of appropriation, condemnation or eminent domain, or sold to prevent such taking, either party shall have the right to terminate this Lease effective as of the date possession is required to be surrendered to said authority. Tenant shall not assert any claim against Landlord or the taking authority for any compensation because of such taking and Landlord shall be entitled to receive the entire amount of any award without deduction for any estate or interest of Tenant. In the event the amount of property or the type of estate taken shall not substantially interfere with the reasonable use of the Premises, Landlord shall be entitled to the entire amount of the award without deduction for any estate or interest of Tenant. If there is no substantial interference or if there is substantial interference, but neither party elects to terminate, Landlord shall promptly proceed to restore the Premises to substantially the same condition as the Premises existed prior to such partial taking, to the extent possible by application of the condemnation proceeds only, and a proportionate allowance shall be made to Tenant for the rent corresponding to the time during which, and to the part of the Premises of which Tenant shall be so deprived on account of such taking and restoration. Nothing contained in this Section shall be deemed to give Landlord any interest in any award made to Tenant for the taking of personal property and fixtures belonging to Tenant. Each party waives the provisions of California Code of Civil Procedure Section 1265.130 allowing either party to petition the Superior Court to terminate this Lease in the event of a partial taking of the premises.

24. Brokers. The parties represent that there are no brokers involved in the negotiation of this Lease or otherwise entitled to a commission or fee in connection with the transactions contemplated in this Lease. Each party hereby indemnifies, defends and holds the other party harmless from all loss, cost and expense (including reasonable attorneys' fees) arising out of a breach of its representation set forth in this Section 24. The provisions of this Section 24 shall survive the termination of the Lease. This Section 24 is for the benefit of Landlord and Tenant only and is not intended to give any third person, including Broker, any right of subrogation or action over or against any party to this Lease.

~~25. Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of suit.~~

~~26.~~25. Notices. Any notice required or permitted to be given hereunder may be given by personal delivery or by United States certified mail, postage prepaid, addressed to Tenant at the Premises and to Landlord at 455 E. Calaveras Blvd. Milpitas, CA 95035 (Attention: Office of Economic Development), or at such other address as the Landlord shall designate in writing.

~~27.~~26. Waiver; Accord and Satisfaction. No delay or omission in the exercise of any right or remedy of Landlord on any default by Tenant shall impair such right or be construed as a waiver. The receipt and acceptance by Landlord of delinquent rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular rent payment involved. No payment by Tenant or receipt by Landlord of a lesser amount than the rent payment herein stipulated shall be deemed to be other than on account of the rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease.

~~28.~~27. Time is of the Essence. Time is of the essence of this Lease as to the performance of all terms, covenants, and conditions stated herein.

~~29.~~28. Successors and Assigns. Except as otherwise provided herein, all of the terms and conditions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. In the event of any transfer, assignment or other conveyance or transfers of any such title or tenant, Landlord herein named (and in case of any subsequent transfers or conveyances, the then grantor) shall be automatically freed and relieved from and after the date of such transfer. Landlord may transfer its interest in the Premises without the consent of Tenant and such transfer or subsequent transfer shall not be deemed a violation on Landlord's part of any of the terms and conditions of this Lease.

~~30.~~29. Titles and Definitions. The titles of paragraphs herein are for identification only. They shall not be considered to be a part of this Lease and shall have no effect upon the construction or interpretation thereof. The words "Landlord" and "Tenant" as used in this Lease shall include both singular, plural, masculine, feminine, and neuter as the context shall require.

~~31.~~30. Entire Agreement/Amendment. This Lease contains the entire agreement of the parties and supersedes all prior negotiations, drafts, and other understandings which the parties may have

concerning the subject matter hereof. This Lease may not be modified except by written instrument duly executed by the parties hereto or their successors in interest.

32.31. Choice of Laws; Interpretation. This Lease shall be governed by and construed pursuant to the laws of the State of California. The provisions of this Lease shall be construed in accordance with the fair meaning of the language used and shall not be strictly construed against either party.

33.32. Authority/Consents & Approvals. Each of the persons executing this Lease on behalf of Tenant warrants and represents that Tenant is a duly organized and validly existing entity, that Tenant has full right and authority to enter into this Lease and that the persons signing on behalf of Tenant are authorized to do so and have the power to bind Tenant to this Lease. Tenant shall provide Landlord upon request with evidence reasonably satisfactory to Landlord confirming the foregoing representations. The approval of Landlord, wherever required in this Lease, shall mean the approval of the City Manager.

34.33. No Merger. The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of Landlord, operate as an assignment to it of any or all subleases or subtenancies.

35.34. Recordation. Tenant shall not record this Lease or a short form memorandum hereof without Landlord's prior written approval.

36.35. No Third Party Benefit. This Lease is a contract between Landlord and Tenant and nothing herein is intended to create any third party benefit.

37.36. Severability. If, for any reason whatsoever, any of the provisions hereof shall be unenforceable or ineffective, all of the other provisions shall be and remain in full force and effect.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the day and year set forth below.

LANDLORD

Dated: _____

By: _____

Name: Ned Thomas

Its: City Manager

APPROVED AS TO FORM:

City Attorney

By: _____

Michael Mutalipassi, City Attorney

TENANT:

Pacific West Builders, Inc.

Dated: _____

EXHIBIT A
MAP OF PREMISES

EXHIBIT B
RULES AND REGULATIONS

[To be Attached]

EXHIBIT C

REQUIREMENTS FOR ALTERATIONS AND IMPROVEMENTS BY TENANT

[Revise Per Deal Terms]

If Landlord shall permit Tenant to construct any initial tenant improvements in the Premises or to have any work performed in the Premises at any time prior to or during the Lease term by a contractor retained by Tenant ("**Tenants Work**"), then Tenant shall comply with the requirements set forth herein. If Tenant's Work has been properly authorized, Tenant will receive written approval and consent for alterations to the Premises. All alterations to the Premises, excepting movable furniture and trade fixtures, shall, at Landlord's option, become a part of the realty and belong to Landlord.

1. SUBMITTAL OF PLANS Prior to commencing any work in the Premises, Tenant shall submit to Landlord for approval its proposed plans for the work. Without limiting the foregoing, Tenant shall provide:

(a) A separate scale drawing denoting all proposed construction and/or demolition if necessary;

(b) A separate drawing for each trade proposing structural, electrical, mechanical, civil or landscaping modifications;

(c) Specify all dimensions and complete references to all work to be performed in the affected areas;

(d) If adding extra electrical or mechanical equipment, -provide complete operating and maintenance specifications for each item;

2. CHECKLIST With respect to each project, Tenant with a checklist listing the items required to be furnished to Landlord in connection with the proposed work. Tenant shall furnish to Landlord prior to, during, or upon completion of Tenants Work, as applicable, each of the items specified in the checklist attached hereto as **Attachment I**.

3. CONTRACTORS PROVIDING TENANT IMPROVEMENT SERVICES.

(e) The contractor employed by Tenant and any subcontractors shall be (i) duly licensed in the state in which the Premises are located, and (ii) subject to Landlord's prior written approval, which approval shall not be unreasonably withheld. If more than one trade is employed on a single job, state law requires the services of a general contractor in addition to contractors for specialty work being performed;

(f) Each contractor shall provide proof of licensing as a general or specialty contractor in accordance with state law. Additionally, each contractor shall furnish proof of licensing in the city or municipality in which the construction related activity is to take place;

(g) Tenant shall use Landlord's subcontractor for mechanical, electrical, plumbing, roofing and roofing consultant Landlord retains the right to approve or disapprove outside contractors prior to commencement of any work;

(h) Tenant and Tenant's contractors shall comply with all Applicable Laws pertaining to the performance of Tenant's Work and the completed improvements and all applicable safety regulations established by Landlord or the general contractor.

(i) Prior to commencement of any Work in the Premises, Tenant and Tenant's contractors (and any subcontractors) shall obtain and provide Landlord with certificates evidencing Workers' Compensation, public liability and property damage insurance in amounts and forms and with companies satisfactory to Landlord Each general contractor (and any subcontractor) employed on the Premises shall provide Landlord with a current certificate of insurance in effect for that contractor with a thirty (30) day notice of cancellation or revocation clause Insurance requirements are as follows:

(i) Comprehensive General Liability with a \$2,000,000 Combined Single Limit covering the liability of Landlord and contractor for bodily injury and property damage arising as a result of the construction of the improvements and the services performed thereunder Landlord shall be named as an additional insured;

(ii) Comprehensive Automobile Liability with a \$2,000,000 Combined Single Limit covering Landlord and vehicles used by contractor (and any subcontractor) in connection with the construction of the improvements;

(iii) Workers' Compensation and Employer's Liability as required by law, for employees of the contractor (and any subcontractors) performing work on the Premises.

(j) The following requirements shall be incorporated as "**Special Conditions**" into the contract between Tenant and its contractors and a copy of the contract shall be furnished to Landlord prior to the commencement of Tenant's Work.

(i) Prior to start of Tenant's Work, Tenant's contractor shall provide Landlord with a construction schedule in "bar graph" form indicating the completion dates of all phases of Tenant's Work;

(ii) Tenant's contractor shall be responsible for the repair, replacement or clean-up of any damage done by it to other contractors' work which specifically includes access ways to the Premises which may be concurrently used by others;

(iii) Tenant's contractor shall accept the Premises prior to starting any trenching operations Any rework of sub-base or compaction required after the contractor's initial acceptance of the Premises shall be done by Tenant's contractor, which shall include the removal from the Project of any excess dirt or debris;

(iv) Tenant's contractor shall contain its storage of materials and its operations "within the Premises and such other space as it may be assigned" by Landlord or Landlord's contractor Should Tenant's contractor be assigned space outside the Premises, it shall

move to such other space as Landlord or Landlord's contractor shall direct from time to time to avoid interference or delays with other work;

(v) Tenant's contractor shall clean up the construction area and surrounding exterior areas daily. All trash, demolition materials and surplus construction materials shall be stored within the Premises and promptly removed from the Premises and disposed of in an approved sanitation site;

(vi) Tenant's contractor shall provide temporary utilities, portable toilet facilities, and potable drinking water as required for its work within the Premises and shall pay to Landlord's contractor the cost of any temporary utilities and facilities provided by contractor at Tenant's contractor's request;

(vii) Tenant's contractor shall notify Landlord or Landlord's project manager of any planned work to be done on weekends or other than normal job hours;

(viii) Tenant's contractor or subcontractors shall not post signs on any part of the Premises;

(ix) Tenant shall and shall cause its contractors and subcontractors to: pay prevailing wages in the construction of Tenant's Work as those wages are determined pursuant to Labor Code Sections 1720 et seq.; employ apprentices as required by Labor Code Sections 1777.5 et seq.; and comply with the other applicable provisions of Labor Code Sections 1720 et seq., 1725.5, 1771, 1771.1, 1771.4, 1776, 1777.5 et seq., 1810-1815 and the implementing regulations of the Department of Industrial Relations (the "**DIR**") for all such Labor Code sections.

4. COSTS Tenant shall promptly pay any and all costs and expenses in connection with or arising out of the performance of Tenant's Work (including the costs of permits therefore) and shall furnish to Landlord evidence of such payment upon request.

5. MECHANIC'S LIENS

(a) Tenant shall not suffer or permit to be enforced against the Premises or any part of the Project any mechanic's, materialman's, contractor's or subcontractor's lien arising out of any work of improvement, however, it may arise

(b) Tenant shall notify Landlord at least ten (10) days prior to the commencement of construction of any Tenant's work and Landlord shall have the right to post and record a notice of non-responsibility in conformity with applicable law. Within ten (10) days following completion of Tenant's Work, Tenant shall file a Notice of Completion' and deliver to Landlord an unconditional release and waiver of lien executed by each contractor, subcontractor and materialman involved in Tenant's Work.

(c) In the event any lien is filed against the Premises or any portion thereof or against Tenant's leasehold interest therein, Tenant shall obtain the release and/or discharge of said lien, within ten (10) days after the filing thereof. In the event Tenant fails to do so, Landlord may obtain the release and/or discharge of said lien and Tenant shall Indemnify Landlord for the costs thereof, including reasonable attorneys' fees, together with interest at the Applicable Interest Rate

from the date of demand Nothing herein shall prohibit Tenant from contesting the validity of any such asserted claim, provided Tenant has furnished to Landlord a lien release bond freeing the Premises from the effect of the lien claim.

6. INDEMNITY

(a) Tenant shall indemnify, defend (with counsel satisfactory to Landlord) and hold Landlord harmless from and against any and all suits, claims, actions, loss, cost or expense (including claims for workers' compensation, attorney's fees and costs) based on personal injury or property damage, or otherwise (including, without limitation, contract and breach of warranty claims) arising from the performance of Tenant's work Tenant shall repair or replace (or, at Landlord's election, reimburse Landlord for the cost of repairing or replacing) any portion of the Property or item of Landlord's equipment or any of Landlord's real or personal property damaged, lost or destroyed in the performance of Tenant's Work.

a. Tenant shall indemnify, hold harmless and defend (with counsel reasonably selected by the Landlord), to the extent permitted by applicable law, Landlord, its councilmembers, commissioners, officials, employees and agents, against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Tenant, or its contractors or subcontractors) to pay prevailing wages as determined pursuant to Labor Code Sections 1720 et seq., to hire apprentices in accordance with Labor Code Sections 1777.5 et seq., or to comply with the other applicable provisions of Labor Code Sections 1720 et seq., 1725.5, 1771, 1771.1, 1771.4, 1776, 1777.5 et seq., 1810-1815 and the implementing regulations of the DIR in connection with Tenant's Work. The provisions of this Section shall survive termination of the Lease.

7. PROPERTY STANDARDS All work shall conform to Landlord's established Property standards and specifications Tenant is required to make these standards part of the construction documents.

8. ROOF PENETRATIONS If improvements penetrate the roof membrane, the penetrations will be sealed per Landlord/IRC roofing specifications and inspected by IRC to maintain roof warranty The cost of inspection and all corrective work shall be borne by Tenant. Tenant shall use Landlord's original roofing contractor.

9. PROPERTY MODIFICATIONS Work will only be approved within the confines of a given space Tenant will not be allowed to modify Property exterior or-mechanical and electrical service as provided to the Property in common with other tenants.

10. ELECTRICAL WORK All electrical work shall be approved from the unit space electrical panel only Additional service requirements shall be secured only by direction of Landlord Tenant shall use Landlord's original electrical contractor.

11. SCHEDULE OF WORK Tenant may be required to provide a schedule of all work to be performed, subject to Landlord approval All costs to produce such schedule shall be borne solely by Tenant.

12. CLEAN UP AND DISPOSAL OF CONSTRUCTION DEBRIS Property trash containers are provided for office generated trash only and are not to be used for disposal of construction-related materials and debris Unapproved usage will result in a penalty assessment to the Tenant equal to the cost of an extra pick-up service as provided under the current rate schedule of regular trash removal service.

13. INSPECTION BY LANDLORD Landlord reserves the following rights (i) the right of inspection prior to, during and at completion of all construction and/or demolition, (ii) the right to post and record a notice of non-responsibility in conformity with California law, and (iii) the right to order a total stop to all improvements underway for non-compliance with any of the requirements hereof.

14. GENERAL PROVISIONS

(a) If Landlord has agreed to provide an allowance toward the cost of tenant improvements, Landlord shall retain from such funds an amount determined by Landlord until Tenant has fully complied with the requirements hereof.

(b) All materials, work, installations and decorations of any nature whatsoever brought on or installed in the Premises before the commencement of the Term or throughout the Term shall be at Tenant's risk, and neither Landlord nor any party acting on Landlord's behalf shall be responsible for any damage thereto or loss or destruction thereof due to any reason or cause whatsoever.

(c) Nothing contained herein shall make or constitute Tenant as the agent of Landlord.

ATTACHMENT 1

ITEMS TO BE FURNISHED TO LANDLORD FOR EACH WORK OF IMPROVEMENT

1. Plans of Alterations for Landlord Approval
2. Contractor(s), Address, Telephone Number, Contact Person
3. Copy of Contractor's State and City Business License
4. Copy of Property Permit
5. Copy of Final Inspection and Signed Property Permit Cards
6. Copy of Certificate of Insurance naming City of _____ as Additional Insured; (Insurance to include Comprehensive General Liability, Comprehensive Auto, Workers' Compensation and Employer's Liability)
7. Signed Unconditional Lien Waiver in Favor of City of _____
8. Schedule of Work.
9. Copy of Completion of Payment Bond
10. Architect's License and Expiration
11. Tenant and Contractor Agreement
12. Copy of Permit Plans
13. Copy of As-Built
14. Copy of Recorded Notice of Completion
15. Certificate of Occupancy
16. Evidence on Insurance for All Risk/Builder's Risk Insurance to the Amount of Improvements

City of Milpitas, California

BUDGET CHANGE FORM

Type of Change	From (Credit)		To (Debit)	
	Account	Amount	Account	Amount
Check one: ☒ Budget Appropriation ☐ Budget Transfer	100-3603	\$34,800	100-2940	\$34,800

Recommendation: Approve and authorize City Manager to execute a lease agreement with Pacific West Builders, Inc. to lease City owned land at 1700 Sango Court in the amount of \$34,800

BACKGROUND:

On March 16, 2022, the City entered into a commercial lease agreement with Nibbi Bros. Inc. for employee parking and 29,000 square feet on the property known as 1700 Sango Court for construction laydown, storage, and staging purposes as well as the use of the surface parking lot for the City-owned property located at 1831-1841 Tarob Court for \$7,000 per month. The term of the lease was to be 15 months with an additional three (3) one-month extension options to be executed by the tenant. The tenant executed one monthly option, which expired on July 21, 2023. The total value of the lease agreement was approximately \$113,000 for 16 months.

On August 2, 2023, a representative from the Pacific West Builders, Inc. submitted a Letter of Intent (LOI) to lease City owned property at 1700 Sango Court. The terms of the LOI are presented below in the analysis section.

On October 17, 2023 staff presented to the City Council during closed session. Council directed staff to proceed to City Council open session under the consent calendar on November 7, 2023, for formal consideration of a lease agreement by and between the City of Milpitas and Pacific West Builders for the temporary use of 1700 Sango Court for construction staging.

ANALYSIS:

The Letter of Intent to lease 1700 Sango Court is available for review as Attachment 1. The following are the terms of the LOI:

- \$2,900 per month
- Twelve (12) month lease beginning at execution date
- Three (3) one-month extensions
- Tenant will pay all expenses of the property to maintain the improvements, insurance, utilities, and any other expenses of the property
- Lease the 1500 square feet of interior office space and 29,000 square feet of asphalt parking lot

City staff conducted an analysis of the proposed LOI terms and researched the proposed market value of leasing this property in its current condition. The City conferred with commercial real estate experts in land leasing value. A determination was made that the fair market value to lease the land is between \$0.35-\$0.45 per square foot. This value would only apply to the open land available for lease, not the office. If staff applied the available space of 29,000 square feet to the low end of that spread, or \$.35 per square foot, we'd arrive at a lease value of \$10,150 per month. This doesn't factor in the enclosed storage space, which carries a cost of \$1 per square foot. Including the 1,500 square feet of interior office space, the total market value of a potential lease would be \$11,650.

On September 13, 2023, City staff and key personnel from the Pacific West Builders, Inc., met at the site for a site tour. Upon viewing the site, the personnel acknowledged they are prepared to proceed with the lease, pending the finalizing of terms.

Given this project aims to develop affordable housing in Milpitas, and Pacific West Builders, Inc. staff has noted that their budget is limited, staff counter-offered for the use of the covered and uncovered space for lease for a total of \$5,000 per month or \$60,000 per year. Any additional month the lease is extended would be extended at a rate of \$5,000 per month. This represents a price per square foot of less than 50% of market value. During the extension period, the Bay Area CPI is instituted at a rate of the most recent percentage.

On September 22, 2023, staff sent the counteroffer of \$5,000 per month to the Pacific West Builders, Inc. The Pacific West Builders, Inc. replied by rejecting our counterproposal and remained firm that they are unable to afford more than the initial \$2,900 per month being offered.

Under the terms of the LOI, the total initial twelve-month value to the city is \$34,800. This does not factor in any of the three (3) one-month extensions. Including the extensions, the total value of the lease would be \$43,500. A copy of the draft lease agreement is available as Attachment 2.

In consideration for Council is the staff time already spent and that would be required to initiate a lease with the Pacific West Builders, Inc. Staff estimates that the cost to the City would be approximately \$10,000 in staff time from our initial engagement through the full administration of the lease, across all city departments that would be impacted.

As staff noted above, the market value of the contract is \$11,000 per month. However, space is being leased in order to facilitate the development of affordable housing in Milpitas. Should Council agree to a reduced market rent of \$2,900 per month, in effect Council would be providing a public benefit of \$8,100 per month, or \$97,200 towards the development of affordable housing.

FISCAL IMPACT:

Should Council approve the recommendations, the City would achieve a positive fiscal impact to the general fund between \$34,800 and \$43,500, depending on the final length of the lease agreement.

California Environmental Quality Act (CEQA):

The action has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and is not a project pursuant to Pub. Resources Code, § 21065 and Cal. Code Regs., tit. 14, § 15378.

RECOMMENDATION:

1. Approve and Authorize City Manager to execute a lease agreement with Pacific West Builders, Inc. to lease City owned land at 1700 Sango Court in the amount of \$34,800.

Attachment(s):

1. Letter of Intent to Lease 1700 Sango Court
2. Draft Commercial Lease Agreement
3. Budget Change Form

☐ Check if City Council Approval required.

Meeting: November 7, 2023

Requested by:	Department Head: Alex Andrade	Date: November 7, 2023
Reviewed by:	Finance Director: Lauren Lai	Date: November 7, 2023
Approved by:	City Manager: Ned Thomas	Date: November 7, 2023
Date approved by City Council, if required:		Confirmed by:



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Authorize the City Manager to Accept the 2023 Bulletproof Vest Partnership Grant in the Amount of \$7,628.91 and Approve a Related Budget Appropriation (Staff Contact: Jared Hernandez, Chief of Police, 408-586-2406)
Category:	Consent Calendar-Public Safety
Meeting Date:	11/7/2023
Recommendation:	Authorize the City Manager to accept the 2023 Bulletproof Vest Partnership Grant in the amount of \$7,628.91 and approve a related budget appropriation.

BACKGROUND:

The Bulletproof Vest Partnership (BVP) Grant Act of 1998 is an initiative by the U.S. Department of Justice 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 a participant 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 \$7,628.91. The grant will reimburse the City of Milpitas fifty (50) percent of the cost for each ballistic vest purchased between April 1, 2023, and August 31, 2025.

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 eighteen (18) ballistic vests during this award period and the total expense will be approximately \$15,257.82. 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 \$7,628.91.

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 2023 Bulletproof Vest Partnership Grant of \$7,628.91.

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, 2025.

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 \$7,628.91 for fifty (50) percent of the cost of the needed bulletproof vests, therefore; a budget appropriation is needed for \$7,628.91 into the Police Department's FY 2023-24 operating budget. There are sufficient funds in the Police Department's FY 2023-24 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):

This item is not a project under the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15378(b).

RECOMMENDATION:

- (1) Authorize the City Manager to accept the 2023 Bulletproof Vest Partnership Grant in the amount of \$7,628.91 and approve a related budget appropriation.

ATTACHMENT(S):

- (a) 2023 BVP Award List
- (b) Budget Change Form

FY 2023 BVP Awards		
AK	ALASKA	\$4,802.50
AK	ANCHORAGE MUNICIPALITY	\$5,478.19
AK	JUNEAU CITY AND BOROUGH	\$3,385.80
AK	KENAI CITY	\$1,918.50
AK	NORTH SLOPE BOROUGH	\$6,240.00
AK	PALMER CITY	\$425.00
AK	SITKA CITY AND BOROUGH	\$2,558.00
AK	SOLDOTNA CITY	\$3,250.00
AK	WASILLA CITY	\$2,815.00
	Totals for AK(9 Jurisdictions):	\$30,872.99
AL	ALABAMA	\$693.47
AL	ALABASTER CITY	\$2,448.84
AL	ALEXANDER CITY	\$9,060.00
AL	ANNISTON CITY	\$5,661.00
AL	ARAB CITY	\$2,490.00
AL	ASHLAND CITY	\$4,220.00
AL	ASHVILLE TOWN	\$1,952.00
AL	ATHENS CITY	\$2,125.00
AL	AUBURN CITY	\$16,875.00
AL	AUTAUGA COUNTY	\$4,875.00
AL	BAY MINETTE CITY	\$3,645.00
AL	BIRMINGHAM CITY	\$2,343.92
AL	CALERA CITY	\$4,110.00
AL	CENTRE CITY	\$4,032.25
AL	COTTONWOOD TOWN	\$378.00
AL	CULLMAN CITY	\$7,064.00
AL	CULLMAN COUNTY	\$4,312.50
AL	DECATUR CITY	\$12,375.00
AL	DEMOPOLIS CITY	\$1,370.00
AL	ENTERPRISE CITY	\$6,500.00
AL	FAIRFIELD CITY	\$5,785.50
AL	FLORENCE CITY	\$10,234.43
AL	FOLEY CITY	\$9,997.00
AL	GARDENDALE CITY	\$2,780.00
AL	GENEVA CITY	\$3,200.00
AL	GLENCOE CITY	\$1,455.00
AL	GUNTERSVILLE CITY	\$2,272.50
AL	HELENA CITY	\$3,150.00
AL	HOOVER CITY	\$22,800.00
AL	IRONDALE CITY	\$1,980.90
AL	JACKSON CITY	\$3,707.50
AL	JACKSONVILLE CITY	\$8,319.33
AL	JEFFERSON COUNTY	\$4,913.75
AL	LAUDERDALE COUNTY	\$12,036.00
AL	LEE COUNTY	\$484.40
AL	LEEDS CITY	\$12,120.00
AL	LINCOLN CITY	\$4,675.00

AL	MADISON CITY	\$11,125.00
AL	MOBILE COUNTY	\$2,265.46
AL	MONTGOMERY COUNTY	\$346.00
AL	MORGAN COUNTY	\$609.89
AL	MOUNTAIN BROOK CITY	\$2,400.00
AL	NEWTON TOWN	\$1,488.75
AL	NORTHPORT CITY	\$3,795.00
AL	OHATCHEE TOWN	\$2,547.50
AL	ONEONTA CITY	\$13,195.00
AL	OPELIKA CITY	\$5,986.71
AL	PELHAM CITY	\$10,540.00
AL	PELL CITY	\$8,000.00
AL	PHENIX CITY	\$6,196.50
AL	PRATTVILLE CITY	\$9,841.50
AL	RAINBOW CITY	\$3,500.00
AL	RIVER FALLS TOWN	\$1,325.00
AL	RUSSELLVILLE CITY	\$4,859.10
AL	SAMSON CITY	\$3,374.96
AL	SARALAND CITY	\$3,645.00
AL	SCOTTSBORO CITY	\$9,120.00
AL	TALLADEGA CITY	\$12,492.85
AL	TALLADEGA COUNTY	\$7,225.00
AL	TALLAPOOSA COUNTY	\$1,458.00
AL	THOMASVILLE CITY	\$2,635.00
AL	TROY CITY	\$3,645.00
AL	TRUSSVILLE CITY	\$3,795.00
AL	VESTAVIA HILLS CITY	\$10,174.50
AL	WETUMPKA CITY	\$3,280.50
	Totals for AL(65 Jurisdictions):	\$355,309.51
AR	ALMA CITY	\$4,943.05
AR	ARKANSAS	\$16,590.73
AR	AUSTIN TOWN	\$4,475.00
AR	BATESVILLE CITY	\$2,495.84
AR	BENTON CITY	\$13,373.70
AR	BENTON COUNTY	\$3,145.70
AR	BENTONVILLE CITY	\$44,407.00
AR	BERRYVILLE CITY	\$1,018.07
AR	BOONE COUNTY	\$7,889.16
AR	CABOT CITY	\$16,521.50
AR	CALHOUN COUNTY	\$3,769.50
AR	CAMMACK VILLAGE CITY	\$950.00
AR	CONWAY CITY	\$18,529.56
AR	CRITTENDEN COUNTY	\$5,432.91
AR	DES ARC CITY	\$2,750.00
AR	EL DORADO CITY	\$8,494.70
AR	FAULKNER COUNTY	\$410.95
AR	FAYETTEVILLE CITY	\$11,989.80
AR	FORREST CITY	\$8,466.44
AR	FORT SMITH CITY	\$20,950.00

AR	GARLAND COUNTY	\$746.79
AR	GENTRY CITY	\$2,377.05
AR	GRAVETTE CITY	\$2,219.06
AR	GREENLAND CITY	\$855.75
AR	GREENWOOD CITY	\$1,610.30
AR	HEBER SPRINGS CITY	\$2,505.00
AR	HOPE CITY	\$3,805.32
AR	HOT SPRINGS CITY	\$18,343.52
AR	INDEPENDENCE COUNTY	\$4,319.57
AR	JACKSONVILLE CITY	\$8,940.51
AR	JONESBORO CITY	\$33,693.12
AR	LITTLE RIVER COUNTY	\$6,645.77
AR	LOGAN COUNTY	\$1,740.00
AR	LONOKE COUNTY	\$16,837.93
AR	MAGNOLIA CITY	\$2,575.78
AR	MARION CITY	\$509.91
AR	MAUMELLE CITY	\$8,376.75
AR	MENIFEE TOWN	\$3,018.25
AR	MISSISSIPPI COUNTY	\$5,438.25
AR	MOUNTAIN HOME CITY	\$3,379.15
AR	MOUNTAIN VIEW CITY	\$3,494.26
AR	NORTHWEST ARKANSAS REGIONAL AIRPORT AUTHORITY	\$208.46
AR	OZARK CITY	\$2,163.40
AR	PEA RIDGE CITY	\$2,737.07
AR	PINE BLUFF CITY	\$12,911.00
AR	POCAHONTAS CITY	\$8,913.94
AR	POLK COUNTY	\$492.75
AR	POPE COUNTY	\$16,016.31
AR	ROGERS CITY	\$21,250.00
AR	RUSSELVILLE CITY	\$9,451.50
AR	SEARCY CITY	\$5,292.66
AR	SPRINGDALE CITY	\$20,742.84
AR	STAMPS CITY	\$2,125.00
AR	TEXARKANA CITY	\$16,366.61
AR	VAN BUREN CITY	\$4,517.50
AR	WARD CITY	\$4,495.37
AR	WASHINGTON COUNTY	\$2,878.88
AR	WEST MEMPHIS CITY	\$439.00
AR	WYNNE CITY	\$3,400.00
	Totals for AR(59 Jurisdictions):	\$462,437.94
AZ	APACHE JUNCTION CITY	\$17,007.70
AZ	AVONDALE CITY	\$11,600.00
AZ	BISBEE CITY	\$1,189.49
AZ	BULLHEAD CITY	\$11,218.98
AZ	CASA GRANDE CITY	\$5,404.00
AZ	CHINO VALLEY TOWN	\$3,961.79
AZ	CLARKDALE TOWN	\$1,637.50
AZ	CLIFTON TOWN	\$997.02
AZ	COOLIDGE CITY	\$4,210.85

AZ	DOUGLAS CITY	\$4,891.73
AZ	EL MIRAGE CITY	\$12,270.93
AZ	ELOY CITY	\$7,491.84
AZ	FLAGSTAFF CITY	\$20,038.36
AZ	FLORENCE TOWN	\$2,949.26
AZ	GRAHAM COUNTY	\$4,513.44
AZ	GREENLEE COUNTY	\$3,160.00
AZ	KEARNY TOWN	\$2,300.00
AZ	KINGMAN CITY	\$9,650.00
AZ	LA PAZ COUNTY	\$9,313.56
AZ	MARANA TOWN	\$17,858.86
AZ	MARICOPA CITY	\$15,303.71
AZ	NOGALES CITY	\$4,393.80
AZ	ORO VALLEY TOWN	\$14,757.56
AZ	PAGE CITY	\$5,813.15
AZ	PARKER TOWN	\$2,140.06
AZ	PAYSON TOWN	\$3,901.50
AZ	PINETOP-LAKESIDE TOWN	\$2,124.83
AZ	PRESCOTT CITY	\$13,430.43
AZ	PRESCOTT VALLEY TOWN	\$6,600.00
AZ	SAFFORD CITY	\$4,281.55
AZ	SAHUARITA TOWN	\$14,080.96
AZ	SANTA CRUZ COUNTY	\$7,236.71
AZ	SIERRA VISTA CITY	\$9,239.50
AZ	ST JOHNS CITY	\$2,353.50
AZ	TONTO APACHE TRIBE	\$5,436.00
AZ	WICKENBURG TOWN	\$3,921.31
AZ	WILLCOX CITY	\$4,469.08
AZ	WILLIAMS CITY	\$3,150.12
AZ	YUMA CITY	\$32,279.68
	Totals for AZ(39 Jurisdictions):	\$306,578.76
CA	ALAMEDA CITY	\$10,491.31
CA	ALAMEDA COUNTY	\$24,974.55
CA	ALBANY CITY	\$6,869.70
CA	ALLAN HANCOCK JOINT CMNTY COLLEGE DIST	\$3,373.95
CA	AMADOR COUNTY	\$13,895.72
CA	ANAHEIM CITY	\$5,638.53
CA	ANDERSON CITY	\$1,948.58
CA	ANGELS CITY	\$887.00
CA	ARCADIA CITY	\$13,059.60
CA	ARCATA CITY	\$7,193.00
CA	AUBURN CITY	\$3,996.00
CA	BEAUMONT CITY	\$3,610.18
CA	BELL GARDENS CITY	\$5,207.24
CA	BELMONT CITY	\$9,059.99
CA	BEVERLY HILLS CITY	\$7,059.78
CA	BISHOP CITY	\$2,175.00
CA	BRENTWOOD CITY	\$13,533.98
CA	BUENA PARK CITY	\$10,191.47

CA	BURLINGAME CITY	\$11,665.47
CA	CALIFORNIA	\$261,960.41
CA	CAMPBELL CITY	\$8,843.50
CA	CAPITOLA CITY	\$3,437.46
CA	CATHEDRAL CITY	\$5,400.00
CA	CERES CITY	\$5,224.49
CA	CHINO CITY	\$16,809.78
CA	CHOWCHILLA CITY	\$2,610.00
CA	CHULA VISTA CITY	\$4,422.96
CA	CITRUS HEIGHTS CITY	\$9,455.50
CA	CLAREMONT CITY	\$5,617.76
CA	CLAYTON CITY	\$2,522.02
CA	COALINGA CITY	\$2,875.00
CA	COLTON CITY	\$4,279.10
CA	COLUSA COUNTY	\$2,097.41
CA	CORONA CITY	\$1,856.07
CA	CORONADO CITY	\$6,392.86
CA	COSTA MESA CITY	\$1,492.40
CA	COVINA CITY	\$3,468.57
CA	CULVER CITY	\$16,173.01
CA	CYPRESS CITY	\$6,066.54
CA	DAVIS CITY	\$21,359.00
CA	DEL NORTE COUNTY	\$13,574.25
CA	DEL REY OAKS CITY	\$5,816.01
CA	DELANO CITY	\$20,648.55
CA	DESERT HOT SPRINGS CITY	\$2,001.83
CA	DINUBA CITY	\$8,372.66
CA	DIXON CITY	\$1,783.83
CA	DOWNEY CITY	\$1,430.44
CA	DUBLIN CITY	\$5,949.00
CA	EAST BAY REGIONAL PARK DIST	\$420.38
CA	EMERYVILLE CITY	\$6,375.00
CA	ESCALON CITY	\$5,257.00
CA	EUREKA CITY	\$5,863.52
CA	EXETER CITY	\$5,359.04
CA	FAIRFIELD CITY	\$846.20
CA	FARMERSVILLE CITY	\$2,315.93
CA	FOLSOM CITY	\$11,305.84
CA	FORT BRAGG CITY	\$1,686.61
CA	FORTUNA CITY	\$5,714.75
CA	FOSTER CITY	\$5,141.67
CA	FOUNTAIN VALLEY CITY	\$4,410.00
CA	FRESNO COUNTY	\$13,008.65
CA	FRESNO INTERNATIONAL AIRPORT DEPARTMENT OF PUBLIC SAFETY	\$6,512.50
CA	GARDENA CITY	\$3,607.58
CA	GLENDORA CITY	\$9,585.95
CA	GREENFIELD CITY	\$3,994.00
CA	GROVER BEACH CITY	\$8,224.34
CA	HAYWARD CITY	\$2,408.44

CA	HEMET CITY	\$12,299.63
CA	HERCULES CITY	\$3,000.00
CA	HERMOSA BEACH CITY	\$3,990.00
CA	HOLLISTER CITY	\$7,080.00
CA	HUMBOLDT COUNTY	\$2,460.91
CA	HUNTINGTON PARK CITY	\$6,561.12
CA	INDIO CITY	\$11,882.00
CA	INGLEWOOD CITY	\$2,732.40
CA	IRWINDALE CITY	\$4,800.76
CA	JACKSON CITY	\$1,448.00
CA	KERMAN CITY	\$4,032.00
CA	KERN COUNTY	\$19,181.42
CA	KING CITY	\$4,250.00
CA	KINGSBURG CITY	\$8,278.43
CA	LA HABRA CITY	\$4,350.00
CA	LA MESA CITY	\$5,500.00
CA	LAGUNA BEACH CITY	\$7,396.35
CA	LAKEPORT CITY	\$2,775.85
CA	LARKSPUR CITY	\$5,185.00
CA	LEMOORE CITY	\$6,557.69
CA	LIVERMORE CITY	\$16,193.36
CA	LODI CITY	\$13,355.00
CA	LOMPOC CITY	\$7,120.41
CA	LOS ALTOS CITY	\$2,096.89
CA	LOS ANGELES CITY	\$32,271.05
CA	LOS ANGELES UNIF SCH DIST	\$7,365.50
CA	LOS BANOS CITY	\$6,301.57
CA	LOS GATOS TOWN	\$6,402.56
CA	MADERA COUNTY	\$1,522.31
CA	MANHATTAN BEACH CITY	\$9,460.80
CA	MANTECA CITY	\$11,622.25
CA	MARINA CITY	\$1,598.00
CA	MENDOCINO COUNTY	\$23,053.14
CA	MENIFEE CITY	\$922.82
CA	MERCED CITY	\$8,036.98
CA	MERCED COUNTY	\$9,723.31
CA	MILPITAS CITY	\$7,628.91
CA	MONO COUNTY	\$8,052.47
CA	MONROVIA CITY	\$7,898.46
CA	MONTCLAIR CITY	\$5,695.82
CA	MONTEREY CITY	\$5,494.61
CA	MONTEREY PARK CITY	\$2,941.48
CA	MORGAN HILL CITY	\$10,539.21
CA	MOUNTAIN VIEW CITY	\$9,074.28
CA	MURRIETA CITY	\$1,095.64
CA	NAPA CITY	\$16,992.86
CA	NEVADA COUNTY	\$927.67
CA	NEWARK CITY	\$6,007.13
CA	NEWMAN CITY	\$3,243.52

CA	NEWPORT BEACH CITY	\$22,088.80
CA	NOVATO CITY	\$4,215.84
CA	ONTARIO CITY	\$1,213.88
CA	ORANGE CITY	\$1,669.89
CA	OROVILLE CITY	\$6,257.31
CA	PACIFIC GROVE CITY	\$3,299.53
CA	PALO ALTO CITY	\$5,546.52
CA	PARADISE TOWN	\$1,911.38
CA	PARLIER CITY	\$3,550.00
CA	PETALUMA CITY	\$5,165.00
CA	PIEDMONT CITY	\$2,460.00
CA	PLACENTIA CITY	\$7,878.06
CA	PLACERVILLE CITY	\$2,543.06
CA	PLEASANT HILL CITY	\$5,075.00
CA	POMONA CITY	\$1,072.65
CA	PORTERVILLE CITY	\$8,729.77
CA	RED BLUFF CITY	\$6,712.25
CA	REDDING CITY	\$10,622.10
CA	REDLANDS CITY	\$12,403.50
CA	RIO DELL CITY	\$2,112.00
CA	RIVERSIDE CITY	\$3,600.17
CA	ROHNERT PARK CITY	\$5,803.35
CA	SAN FRANCISCO BAY AREA RAPID TRANSIT DIST	\$1,412.00
CA	SAN FRANCISCO CITY AND COUNTY	\$31,611.67
CA	SAN GABRIEL CITY	\$8,554.40
CA	SAN JOAQUIN COUNTY	\$9,408.81
CA	SAN JOSE CITY	\$26,960.76
CA	SAN LUIS OBISPO CITY	\$11,415.59
CA	SAN MARINO CITY	\$2,779.45
CA	SAN MATEO CITY	\$1,371.04
CA	SAN RAFAEL CITY	\$3,037.45
CA	SAN RAMON CITY	\$11,135.63
CA	SAND CITY	\$601.42
CA	SANGER CITY	\$4,217.93
CA	SANTA BARBARA CITY	\$34,136.63
CA	SANTA CLARA CITY	\$484.12
CA	SANTA CLARA COUNTY	\$30,439.57
CA	SANTA CRUZ COUNTY	\$1,312.33
CA	SANTA FE SPRINGS CITY	\$1,700.00
CA	SANTA MARIA CITY	\$98.91
CA	SAUSALITO CITY	\$1,443.66
CA	SCOTTS VALLEY CITY	\$3,680.28
CA	SEAL BEACH CITY	\$6,729.49
CA	SEASIDE CITY	\$2,400.00
CA	SHASTA COUNTY	\$441.73
CA	SIMI VALLEY CITY	\$685.83
CA	SISKIYOU COUNTY	\$13,838.00
CA	SOUTH GATE CITY	\$9,314.99
CA	SOUTH SAN FRANCISCO CITY	\$9,465.62

CA	STALLION SPRINGS CMTY SERV DT	\$2,728.00
CA	STATE CENTER CMNTY COLLEGE DIST	\$501.64
CA	STOCKTON CITY	\$2,748.79
CA	SUISUN CITY	\$1,721.50
CA	SUSANVILLE CITY	\$2,414.75
CA	SUTTER COUNTY	\$1,093.51
CA	TORRANCE CITY	\$2,218.65
CA	TRACY CITY	\$22,223.50
CA	TRINITY COUNTY	\$6,025.00
CA	TRUCKEE TOWN	\$5,619.64
CA	TULARE CITY	\$2,568.70
CA	TUOLUMNE COUNTY	\$9,238.92
CA	TUSTIN CITY	\$29,235.61
CA	TWIN RIVERS DISTRICT	\$1,010.07
CA	UNION CITY	\$10,483.05
CA	UPLAND CITY	\$17,418.35
CA	VACAVILLE CITY	\$2,056.06
CA	VENTURA COUNTY	\$7,158.50
CA	WATSONVILLE CITY	\$9,353.23
CA	WEST SACRAMENTO CITY	\$11,045.38
CA	WESTMINSTER CITY	\$15,386.05
CA	WHITTIER CITY	\$10,525.13
CA	WILLIAMS CITY	\$2,741.47
CA	WOODLAKE CITY	\$1,975.99
CA	WOODLAND CITY	\$1,679.97
CA	YOLO COUNTY	\$472.22
CA	YREKA CITY	\$3,596.00
CA	YUBA COUNTY	\$17,907.12
CA	YUOK TRIBE	\$1,283.50
	Totals for CA(194 Jurisdictions):	\$1,630,246.10
CO	ARAPAHOE COUNTY	\$10,489.12
CO	ARVADA CITY	\$2,006.70
CO	AVON TOWN	\$7,217.20
CO	BASALT TOWN	\$923.52
CO	BRECKENRIDGE TOWN	\$3,200.00
CO	BROOMFIELD CITY	\$11,365.20
CO	CANON CITY CITY	\$2,531.88
CO	CASTLE ROCK TOWN	\$11,250.00
CO	CHAFFEE COUNTY	\$17,587.50
CO	CLEAR CREEK COUNTY	\$10,552.50
CO	COLORADO	\$319.84
CO	COMMERCE CITY	\$57,750.00
CO	CORTEZ CITY	\$3,024.00
CO	CRESTED BUTTE CITY	\$937.00
CO	CRIPPLE CREEK CITY	\$1,900.00
CO	CUSTER COUNTY	\$5,950.00
CO	EAGLE TOWN	\$2,927.50
CO	ELBERT COUNTY	\$9,450.00
CO	EMPIRE TOWN	\$1,642.50

CO	ENGLEWOOD CITY	\$11,446.38
CO	ESTES PARK TOWN	\$3,400.00
CO	FIRESTONE TOWN	\$4,080.00
CO	FORT LUPTON CITY	\$5,715.00
CO	FORT MORGAN CITY	\$3,568.50
CO	FOUNTAIN CITY	\$7,301.00
CO	FRISCO TOWN	\$1,487.00
CO	GLENWOOD SPRINGS CITY	\$2,550.00
CO	GOLDEN CITY	\$4,306.77
CO	GRAND COUNTY	\$4,910.50
CO	GRAND JUNCTION CITY	\$15,725.00
CO	GREELEY CITY	\$230.20
CO	GREENWOOD VILLAGE CITY	\$10,100.00
CO	GUNNISON CITY	\$2,800.00
CO	GUNNISON COUNTY	\$2,687.50
CO	HINSDALE COUNTY	\$592.50
CO	JOHNSTOWN TOWN	\$4,790.00
CO	LEADVILLE CITY	\$537.50
CO	LINCOLN COUNTY	\$2,105.22
CO	LITTLETON CITY	\$6,250.00
CO	LOGAN COUNTY	\$3,640.00
CO	LONE TREE CITY	\$16,150.00
CO	MANITOU SPRINGS CITY	\$1,048.50
CO	MEAD TOWN	\$3,025.00
CO	MEEKER TOWN	\$537.50
CO	MILLIKEN TOWN	\$2,308.61
CO	MOFFAT COUNTY	\$9,385.00
CO	MONTE VISTA CITY	\$2,850.00
CO	MONTEZUMA COUNTY	\$5,925.00
CO	MONTROSE CITY	\$4,534.00
CO	NEW CASTLE TOWN	\$463.05
CO	NORTHGLENN CITY	\$11,032.07
CO	OAK CREEK TOWN	\$425.00
CO	PARACHUTE TOWN	\$1,734.41
CO	PUEBLO CITY	\$1,139.09
CO	ROCKY FORD CITY	\$2,654.00
CO	STEAMBOAT SPRINGS CITY	\$3,804.50
CO	STERLING CITY	\$838.50
CO	SUMMIT COUNTY	\$23,202.27
CO	TELLER COUNTY	\$12,000.00
CO	TELLURIDE TOWN	\$2,150.00
CO	TIMNATH TOWN	\$5,715.00
CO	TRINIDAD CITY	\$2,660.00
CO	WHEAT RIDGE CITY	\$6,375.00
CO	WRAY CITY	\$1,579.50
CO	YUMA CITY	\$1,443.44
	Totals for CO(65 Jurisdictions):	\$382,226.97
CT	BEACON FALLS TOWN	\$2,452.50
CT	BETHEL TOWN	\$3,560.00

CT	BLOOMFIELD CITY	\$4,250.00
CT	BRISTOL CITY	\$24,786.00
CT	CANTON TOWN	\$4,375.00
CT	COVENTRY TOWN	\$2,925.00
CT	CROMWELL TOWN	\$8,500.00
CT	DARIEN TOWN	\$13,029.50
CT	DERBY CITY	\$2,250.00
CT	EAST HAMPTON TOWN	\$2,478.00
CT	EAST HAVEN TOWN	\$11,340.00
CT	EAST LYME TOWN	\$4,350.00
CT	EASTON TOWN	\$2,975.00
CT	ENFIELD TOWN	\$9,350.00
CT	FARMINGTON TOWN	\$7,953.00
CT	GLASTONBURY TOWN	\$6,470.00
CT	GRANBY TOWN	\$429.00
CT	GREENWICH TOWN	\$14,465.00
CT	GROTON CITY	\$3,165.00
CT	GROTON TOWN	\$7,875.00
CT	GUILFORD TOWN	\$4,375.00
CT	HAMDEN TOWN	\$12,000.00
CT	MADISON TOWN	\$2,943.00
CT	MANCHESTER TOWN	\$13,609.38
CT	MERIDEN CITY	\$12,750.00
CT	MIDDLETOWN CITY	\$40,313.50
CT	MILFORD CITY	\$14,704.00
CT	MONROE TOWN	\$1,552.50
CT	NAUGATUCK BOROUGH	\$8,829.00
CT	NEW BRITAIN CITY	\$14,875.00
CT	NORTH BRANFORD TOWN	\$3,840.00
CT	NORWALK CITY	\$6,375.00
CT	NORWICH CITY	\$5,607.50
CT	ORANGE TOWN	\$13,230.00
CT	PLAINVILLE TOWN	\$825.00
CT	PLYMOUTH TOWN	\$6,825.00
CT	PROSPECT TOWN	\$1,525.00
CT	RIDGEFIELD TOWN	\$3,412.50
CT	SIMSBURY TOWN	\$4,155.00
CT	STRATFORD TOWN	\$13,499.50
CT	SUFFIELD TOWN	\$4,455.50
CT	TORRINGTON CITY	\$21,385.00
CT	TRUMBULL TOWN	\$9,600.00
CT	VERNON TOWN	\$9,112.50
CT	WATERTOWN TOWN	\$4,250.00
CT	WEST HARTFORD TOWN	\$17,500.00
CT	WEST HAVEN CITY	\$15,720.00
CT	WESTPORT TOWN	\$9,810.00
CT	WETHERSFIELD TOWN	\$10,921.20
CT	WILTON TOWN	\$5,355.00
CT	WINDHAM TOWN	\$3,051.00

CT	WINDSOR LOCKS TOWN	\$3,400.00
CT	WINDSOR TOWN	\$9,100.00
	Totals for CT(53 Jurisdictions):	\$445,884.08
DC	WASHINGTON D C CITY	\$13,716.54
	Totals for DC(1 Jurisdictions):	\$13,716.54
DE	BETHANY BEACH TOWN	\$4,695.00
DE	CHESWOLD TOWN	\$1,250.00
DE	CLAYTON TOWN	\$3,072.50
DE	DELAWARE	\$16,861.05
DE	DELAWARE RIVER AND BAY AUTHORITY	\$6,084.00
DE	ELSMERE TOWN	\$1,645.00
DE	GREENWOOD TOWN	\$1,087.02
DE	LAUREL TOWN	\$3,900.00
DE	MIDDLETOWN TOWN	\$4,908.00
DE	MILFORD CITY	\$5,976.00
DE	MILLSBORO TOWN	\$2,508.30
DE	NEW CASTLE CITY	\$1,703.46
DE	NEW CASTLE COUNTY	\$5,446.28
DE	OCEAN VIEW TOWN	\$1,842.00
DE	SEAFORD CITY	\$3,074.26
DE	SELBYVILLE TOWN	\$3,532.00
DE	SMYRNA TOWN	\$3,075.00
DE	WILMINGTON CITY	\$35,349.75
	Totals for DE(18 Jurisdictions):	\$106,009.62
FL	ALTAMONTE SPRINGS CITY	\$11,484.00
FL	APOPKA CITY	\$7,680.00
FL	ARCADIA CITY	\$7,000.00
FL	ATLANTIC BEACH CITY	\$9,999.99
FL	ATLANTIS CITY	\$2,006.64
FL	AUBURNDALE CITY	\$9,000.00
FL	BAKER COUNTY	\$9,600.00
FL	BELLE ISLE CITY	\$422.00
FL	BELLEAIR TOWN	\$3,280.00
FL	BLOUNTSTOWN CITY	\$1,782.00
FL	BOCA RATON CITY	\$25,500.00
FL	BONIFAY CITY	\$4,210.00
FL	BOYNTON BEACH CITY	\$6,375.00
FL	BRADENTON CITY	\$14,625.00
FL	CALHOUN COUNTY	\$4,200.00
FL	CHIPLEY CITY	\$1,275.00
FL	CLERMONT CITY	\$12,486.88
FL	COCOA BEACH CITY	\$9,832.00
FL	COCOA CITY	\$12,940.00
FL	COCONUT CREEK CITY	\$15,552.71
FL	COLUMBIA COUNTY	\$4,726.35
FL	DAVENPORT CITY	\$1,620.00
FL	DAYTONA BEACH CITY	\$32,799.23
FL	DAYTONA BEACH SHORES CITY	\$2,110.00
FL	DE FUNIAK SPRINGS CITY	\$5,655.00

FL	DELAND CITY	\$13,450.50
FL	DELRAY BEACH CITY	\$27,869.28
FL	DESOTO COUNTY	\$1,941.84
FL	DUNNELLON CITY	\$3,520.00
FL	EDGEWATER CITY	\$4,335.00
FL	FELLSMERE CITY	\$1,745.80
FL	FLAGLER BEACH CITY	\$630.18
FL	FORT MYERS CITY	\$16,000.00
FL	FORT WALTON BEACH CITY	\$6,525.00
FL	FRUITLAND PARK CITY	\$4,642.00
FL	FT PIERCE CITY	\$14,450.00
FL	GREEN COVE SPRINGS CITY	\$1,664.96
FL	GROVELAND CITY	\$5,166.50
FL	GULF STREAM TOWN	\$2,412.50
FL	GULFPORT CITY	\$1,688.00
FL	HAINES CITY	\$6,375.00
FL	HALLANDALE CITY	\$29,316.00
FL	HAMILTON COUNTY	\$774.50
FL	HARDEE COUNTY	\$3,600.00
FL	HAVANA TOWN	\$1,823.52
FL	HENDRY COUNTY	\$8,487.50
FL	HIGHLAND BEACH TOWN	\$6,874.42
FL	HOWEY IN THE HILLS TOWN	\$1,972.50
FL	INDIALANTIC CITY	\$1,545.12
FL	INDIAN HARBOUR BEACH CITY	\$2,265.48
FL	INDIAN RIVER SHORES CITY	\$2,830.84
FL	INDIAN SHORES TOWN	\$1,640.00
FL	JACKSONVILLE BEACH CITY	\$11,249.50
FL	JUNO BEACH TOWN	\$3,896.67
FL	JUPITER INLET COLONY TOWN	\$588.25
FL	JUPITER ISLAND TOWN	\$4,010.12
FL	JUPITER TOWN	\$15,192.88
FL	KEY WEST CITY	\$17,633.00
FL	KISSIMMEE CITY	\$12,660.00
FL	LADY LAKE TOWN	\$4,250.00
FL	LAKE HAMILTON TOWN	\$726.45
FL	LAKE MARY CITY	\$11,949.00
FL	LARGO CITY	\$11,550.00
FL	LAUDERHILL CITY	\$23,400.00
FL	LIGHTHOUSE POINT CITY	\$4,133.46
FL	LONGWOOD CITY	\$4,205.00
FL	LYNN HAVEN CITY	\$5,763.70
FL	MAITLAND CITY	\$7,006.19
FL	MARGATE CITY	\$14,074.28
FL	MARIANNA CITY	\$1,138.00
FL	MELBOURNE BEACH TOWN	\$1,575.45
FL	MELBOURNE CITY	\$29,610.00
FL	MIAMI SHORES CITY	\$17,097.24
FL	MICCOSUKEE TRIBE	\$6,450.00

FL	MONROE COUNTY	\$31,432.50
FL	NAPLES CITY	\$8,500.00
FL	NASSAU COUNTY	\$9,590.00
FL	NEW PORT RICHEY CITY	\$9,980.00
FL	NEW SMYRNA BEACH CITY	\$4,235.00
FL	NORTH MIAMI BEACH CITY	\$13,254.15
FL	NORTH PALM BEACH VILLAGE	\$2,550.00
FL	NORTH PORT CITY	\$36,897.00
FL	OCALA CITY	\$30,297.12
FL	OCEAN RIDGE TOWN	\$545.78
FL	OKEECHOBEE COUNTY	\$18,650.50
FL	ORANGE CITY	\$7,790.00
FL	ORMOND BEACH CITY	\$17,869.01
FL	PALATKA CITY	\$4,411.26
FL	PALM BEACH GARDENS CITY	\$28,155.73
FL	PALM BEACH TOWN	\$15,462.00
FL	PALM SPRINGS VILLAGE	\$10,803.00
FL	PALMETTO CITY	\$2,400.00
FL	PANAMA CITY	\$13,440.00
FL	PANAMA CITY BEACH CITY	\$9,936.00
FL	PENSACOLA CITY	\$19,680.00
FL	PINECREST VILLAGE	\$1,890.54
FL	PINELLAS PARK CITY	\$18,687.50
FL	PLANT CITY	\$7,600.50
FL	PONCE INLET TOWN	\$2,138.40
FL	PORT ORANGE CITY	\$18,125.00
FL	PUNTA GORDA CITY	\$5,000.00
FL	PUTNAM COUNTY	\$27,865.35
FL	PEMBROKE PARK CITY	\$1,275.00
FL	RIVIERA BEACH CITY	\$10,876.50
FL	ROCKLEDGE CITY	\$4,035.00
FL	SARASOTA CITY	\$29,741.80
FL	SATELLITE BEACH CITY	\$1,096.47
FL	SEBASTIAN CITY	\$6,872.00
FL	SEBRING CITY	\$4,530.00
FL	SEMINOLE TRIBE OF FLORIDA	\$22,143.65
FL	SEWALLS POINT TOWN	\$1,216.50
FL	SPRINGFIELD CITY	\$2,550.00
FL	ST AUGUSTINE CITY	\$11,050.00
FL	ST CLOUD CITY	\$23,404.08
FL	STUART CITY	\$3,612.50
FL	SUNRISE CITY	\$28,160.50
FL	SWEETWATER CITY	\$980.00
FL	TARPON SPRINGS CITY	\$3,129.81
FL	TAVARES CITY	\$2,826.00
FL	TEMPLE TERRACE CITY	\$4,875.00
FL	TITUSVILLE CITY	\$12,150.00
FL	UMATILLA CITY	\$3,760.00
FL	VENICE CITY	\$6,925.10

FL	VERO BEACH CITY	\$5,324.76
FL	WAKULLA COUNTY	\$10,508.33
FL	WALTON COUNTY	\$55,080.00
FL	WAUCHULA CITY	\$3,223.32
FL	WILDWOOD CITY	\$2,400.00
FL	WILLISTON CITY	\$4,580.00
FL	WILTON MANORS CITY	\$9,000.00
FL	WINDERMERE TOWN	\$3,150.00
FL	WINTER GARDEN CITY	\$14,000.00
FL	WINTER HAVEN CITY	\$4,975.00
FL	WINTER PARK CITY	\$12,164.46
	Totals for FL(134 Jurisdictions):	\$1,284,669.55
GA	ACWORTH CITY	\$7,862.50
GA	ADAIRSVILLE CITY	\$1,151.50
GA	ALBANY CITY	\$20,250.00
GA	ALMA CITY	\$2,257.50
GA	ALPHARETTA CITY	\$17,000.00
GA	AMERICUS CITY	\$3,525.00
GA	ARLINGTON CITY	\$2,342.99
GA	AUSTELL CITY	\$7,810.00
GA	AVONDALE ESTATES CITY	\$3,661.50
GA	BALDWIN CITY	\$2,203.00
GA	BALDWIN COUNTY	\$9,062.50
GA	BANKS COUNTY	\$8,340.00
GA	BERRIEN COUNTY	\$2,607.50
GA	BRANTLEY COUNTY	\$2,400.00
GA	BREMEN CITY	\$885.00
GA	BURKE COUNTY	\$7,410.00
GA	CALHOUN CITY	\$2,407.50
GA	CAMILLA CITY	\$907.50
GA	CANDLER COUNTY	\$2,135.00
GA	CANTON CITY	\$9,639.60
GA	CARTERSVILLE CITY	\$5,500.48
GA	CATOOSA COUNTY	\$7,500.00
GA	CEDARTOWN CITY	\$2,115.00
GA	CHAMBLEE CITY	\$13,500.00
GA	CHATTOOGA COUNTY	\$2,200.00
GA	COLLEGE PARK CITY	\$14,022.00
GA	CONYERS CITY	\$19,860.00
GA	CORNELIA CITY	\$3,350.00
GA	CRISP COUNTY	\$3,085.30
GA	DADE COUNTY	\$6,000.00
GA	DALLAS CITY	\$10,913.00
GA	DALTON CITY	\$9,332.83
GA	DAWSON COUNTY	\$2,262.50
GA	DECATUR COUNTY	\$4,250.00
GA	DORAVILLE CITY	\$19,780.00
GA	DOUGHERTY COUNTY	\$11,014.75
GA	DOUGLAS CITY	\$8,075.00

GA	DOUGLASVILLE CITY	\$18,037.50
GA	DULUTH CITY	\$8,800.00
GA	DUNWOODY CITY	\$14,000.00
GA	EAST POINT CITY	\$4,164.00
GA	ELLIJAY CITY	\$2,106.00
GA	EMERSON CITY	\$1,530.00
GA	ENIGMA CITY	\$1,275.00
GA	ETON CITY	\$850.00
GA	EUHARLEE CITY	\$773.12
GA	FAIRBURN CITY	\$6,320.44
GA	FAYETTEVILLE CITY	\$14,522.50
GA	FITZGERALD CITY	\$2,075.00
GA	FLOYD COUNTY	\$14,513.00
GA	FORSYTH CITY	\$6,895.00
GA	FORT OGLETHORPE	\$7,680.00
GA	FRANKLIN CITY	\$2,095.00
GA	FRANKLIN COUNTY	\$3,887.50
GA	GARDEN CITY	\$3,048.47
GA	GILMER COUNTY	\$4,837.50
GA	GLENNVILLE CITY	\$3,847.50
GA	GLYNN COUNTY	\$23,075.00
GA	GRANTVILLE CITY	\$3,447.50
GA	GREENVILLE CITY	\$2,914.50
GA	GRIFFIN CITY	\$9,687.50
GA	HAPEVILLE CITY	\$10,875.00
GA	HINESVILLE CITY	\$9,600.00
GA	JESUP CITY	\$3,255.00
GA	JONESBORO CITY	\$2,700.00
GA	KENNESAW CITY	\$7,946.16
GA	LAURENS COUNTY	\$13,040.00
GA	LAVONIA CITY	\$898.50
GA	LIBERTY COUNTY	\$14,000.00
GA	LILBURN CITY	\$2,337.50
GA	LITHONIA CITY	\$6,600.00
GA	LOCUST GROVE CITY	\$3,865.00
GA	LOUISVILLE CITY	\$5,100.00
GA	LUMPKIN COUNTY	\$10,000.00
GA	LYONS CITY	\$1,049.99
GA	MARIETTA CITY	\$6,800.00
GA	MERIWETHER COUNTY	\$9,800.00
GA	METTER CITY	\$1,620.00
GA	MILLEN CITY	\$4,839.00
GA	MONROE COUNTY	\$5,190.00
GA	MORGAN COUNTY	\$2,210.00
GA	MORROW CITY	\$5,135.00
GA	MOULTRIE CITY	\$8,730.00
GA	MURRAY COUNTY	\$1,155.00
GA	MCRAE-HELENA	\$3,025.00
GA	MILTON CITY	\$4,402.50

GA	NASHVILLE CITY	\$3,895.00
GA	NEWNAN CITY	\$8,500.00
GA	OAKWOOD CITY	\$7,150.00
GA	OCONEE COUNTY	\$4,410.00
GA	PEACH COUNTY	\$2,472.50
GA	PERRY CITY	\$5,100.00
GA	POLK COUNTY	\$8,300.00
GA	ROME CITY	\$3,739.50
GA	ROSWELL CITY	\$18,000.00
GA	SCREVEN COUNTY	\$8,017.50
GA	SMYRNA CITY	\$10,665.00
GA	SNELLVILLE CITY	\$8,242.50
GA	SOCIAL CIRCLE CITY	\$3,150.00
GA	SPALDING COUNTY	\$18,100.00
GA	STATESBORO CITY	\$10,490.00
GA	STEPHENS COUNTY	\$9,031.00
GA	STOCKBRIDGE CITY	\$11,480.50
GA	SUMTER COUNTY	\$3,212.50
GA	TATTNALL COUNTY	\$7,295.00
GA	TEMPLE CITY	\$2,149.90
GA	THOMAS COUNTY	\$27,637.50
GA	THOMASVILLE CITY	\$2,775.00
GA	TIFTON CITY	\$9,942.00
GA	TRENTON CITY	\$1,798.00
GA	TWIN CITY	\$1,288.00
GA	TYBEE ISLAND CITY	\$5,502.75
GA	TYRONE TOWN	\$1,400.00
GA	UNION CITY	\$11,088.00
GA	VALDOSTA CITY	\$4,600.00
GA	VIDALIA CITY	\$2,995.00
GA	VILLA RICA CITY	\$11,900.48
GA	WALKER COUNTY	\$21,450.00
GA	WALTON COUNTY	\$11,760.00
GA	WARE COUNTY	\$5,675.00
GA	WARNER ROBINS CITY	\$8,300.00
GA	WASHINGTON COUNTY	\$8,981.00
GA	WATKINSVILLE CITY	\$1,830.00
GA	WHITE COUNTY	\$8,260.00
GA	WOODSTOCK CITY	\$16,214.50
GA	WRENS CITY	\$2,550.00
	Totals for GA(126 Jurisdictions):	\$880,523.26
HI	KAUAI COUNTY	\$7,139.00
	Totals for HI(1 Jurisdictions):	\$7,139.00
IA	ALBIA CITY	\$810.00
IA	AMES CITY	\$3,606.45
IA	ANKENY CITY	\$12,416.50
IA	BELLE PLAINE CITY	\$1,526.00
IA	BETTENDORF CITY	\$3,900.00
IA	BURLINGTON CITY	\$1,183.44

IA	CARROLL CITY	\$804.50
IA	CEDAR FALLS CITY	\$6,269.00
IA	CHARLES CITY	\$1,260.00
IA	CLARINDA CITY	\$1,675.00
IA	CLAY COUNTY	\$534.34
IA	CLEAR LAKE CITY	\$1,914.00
IA	CLINTON CITY	\$3,079.95
IA	CLINTON COUNTY	\$1,514.98
IA	CLIVE CITY	\$3,788.50
IA	CORALVILLE CITY	\$4,541.00
IA	COUNCIL BLUFFS CITY	\$3,200.00
IA	DE WITT CITY	\$757.26
IA	DENISON CITY	\$3,290.00
IA	DUBUQUE CITY	\$23,585.00
IA	DUBUQUE COUNTY	\$5,842.90
IA	EVANSDALE CITY	\$1,365.00
IA	FLOYD COUNTY	\$465.00
IA	FOREST CITY	\$3,299.97
IA	FORT DODGE CITY	\$7,215.00
IA	GRINNELL CITY	\$425.00
IA	HAMPTON CITY	\$1,804.00
IA	HENRY COUNTY	\$3,052.00
IA	HOWARD COUNTY	\$551.50
IA	HUXLEY CITY	\$647.32
IA	INDIANOLA CITY	\$2,100.00
IA	IOWA CITY CITY	\$4,537.50
IA	JASPER COUNTY	\$2,730.00
IA	JOHNSTON CITY	\$6,448.00
IA	KEOKUK CITY	\$2,062.50
IA	KNOXVILLE CITY	\$1,477.50
IA	LAKE VIEW CITY	\$483.34
IA	LE MARS CITY	\$4,510.00
IA	LOUISA COUNTY	\$2,618.00
IA	MARION COUNTY	\$1,216.79
IA	MARSHALLTOWN CITY	\$2,450.00
IA	MASON CITY	\$7,905.64
IA	MONONA COUNTY	\$5,086.80
IA	MOUNT VERNON CITY	\$1,275.00
IA	MUSCATINE CITY	\$3,325.00
IA	NEWTON CITY	\$1,200.00
IA	NORTH LIBERTY CITY	\$2,800.00
IA	OSCEOLA COUNTY	\$830.00
IA	OSKALOOSA CITY	\$1,275.00
IA	OTTUMWA CITY	\$8,400.00
IA	PELLA CITY	\$945.28
IA	PLYMOUTH COUNTY	\$2,125.00
IA	POCAHONTAS CITY	\$3,905.50
IA	POLK CITY	\$1,159.50
IA	SHELDON CITY	\$1,484.26

IA	SIOUX CENTER CITY	\$4,250.00
IA	SIOUX CITY	\$19,061.88
IA	SPENCER CITY	\$8,500.00
IA	STORY COUNTY	\$3,712.50
IA	URBANDALE CITY	\$9,315.00
IA	VAN METER CITY	\$955.00
IA	WARREN COUNTY	\$6,182.50
IA	WATERLOO CITY	\$13,335.00
IA	WEBSTER COUNTY	\$3,800.00
IA	WEST DES MOINES CITY	\$13,432.50
IA	WILLIAMSBURG CITY	\$930.00
IA	WINNEBAGO COUNTY	\$3,825.00
IA	WOODBINE CITY	\$1,252.50
	Totals for IA(68 Jurisdictions):	\$265,226.10
ID	ADAMS COUNTY	\$2,450.25
ID	BANNOCK COUNTY	\$25,883.76
ID	BENEWAH COUNTY	\$1,059.11
ID	BINGHAM COUNTY	\$25,500.00
ID	BLACKFOOT CITY	\$4,067.81
ID	BLAINE COUNTY	\$1,600.00
ID	BONNER COUNTY	\$6,128.94
ID	BUHL CITY	\$4,025.00
ID	CLEARWATER COUNTY	\$5,664.95
ID	COEUR D ALENE CITY	\$12,713.71
ID	FRUITLAND CITY	\$4,800.00
ID	GARDEN CITY	\$4,790.50
ID	GOODING COUNTY	\$4,025.00
ID	HEYBURN CITY	\$2,655.00
ID	HOMEDALE CITY	\$1,900.00
ID	IDAHO COUNTY	\$3,248.50
ID	LATAH COUNTY	\$4,688.30
ID	LEMHI COUNTY	\$3,212.00
ID	LEWISTON CITY	\$6,763.77
ID	MCCALL CITY	\$1,665.00
ID	MOSCOW CITY	\$7,122.60
ID	MOUNTAIN HOME CITY	\$5,422.50
ID	NEZ PERCE COUNTY	\$3,793.74
ID	OWYHEE COUNTY	\$5,280.00
ID	PONDERAY CITY	\$1,116.18
ID	POST FALLS CITY	\$11,944.38
ID	PRESTON CITY	\$3,825.00
ID	RATHDRUM CITY	\$1,914.60
ID	RUPERT CITY	\$2,136.00
ID	SALMON CITY	\$4,000.00
ID	SANDPOINT CITY	\$4,941.13
ID	SHOSHONE COUNTY	\$5,807.50
ID	ST ANTHONY CITY	\$524.07
ID	SUN VALLEY CITY	\$1,725.00
ID	TWIN FALLS CITY	\$8,095.00

ID	TWIN FALLS COUNTY	\$11,240.00
ID	VALLEY COUNTY	\$6,320.00
	Totals for ID(37 Jurisdictions):	\$212,049.30
IL	ADDISON VILLAGE	\$6,301.18
IL	ALGONQUIN VILLAGE	\$4,700.00
IL	ALTON CITY	\$4,130.50
IL	ANTIOCH VILLAGE	\$2,462.75
IL	ARLINGTON HEIGHTS VILLAGE	\$9,955.00
IL	BARRINGTON HILLS VILLAGE	\$3,727.00
IL	BARTLETT VILLAGE	\$3,465.00
IL	BEDFORD PARK VILLAGE	\$3,762.50
IL	BEECHER VILLAGE	\$2,409.50
IL	BELVIDERE CITY	\$3,486.75
IL	BENSENVILLE VILLAGE	\$5,477.70
IL	BERKELEY VILLAGE	\$3,000.00
IL	BERWYN CITY	\$8,075.00
IL	BLOOMINGDALE VILLAGE	\$5,082.00
IL	BLOOMINGTON CITY	\$7,946.00
IL	BLUE ISLAND CITY	\$3,650.00
IL	BOLINGBROOK VILLAGE	\$34,775.00
IL	BOND COUNTY	\$5,362.50
IL	BOURBONNAIS VILLAGE	\$3,773.01
IL	BROADVIEW VILLAGE	\$4,250.00
IL	BROOKFIELD VILLAGE	\$8,620.00
IL	BUFFALO GROVE VILLAGE	\$6,981.73
IL	BURBANK CITY	\$6,365.70
IL	CARMI CITY	\$990.00
IL	CAROL STREAM VILLAGE	\$11,447.50
IL	CARPENTERSVILLE VILLAGE	\$5,002.54
IL	CARTERVILLE CITY	\$1,275.00
IL	CASEY CITY	\$1,695.00
IL	CASEYVILLE VILLAGE	\$2,062.50
IL	CHAMPAIGN CITY	\$23,953.50
IL	CHARLESTON CITY	\$3,600.00
IL	CHATHAM VILLAGE	\$2,877.50
IL	CHERRY VALLEY VILLAGE	\$2,840.85
IL	CHESTER CITY	\$450.00
IL	CICERO TOWN	\$13,275.00
IL	CLARENDON HILLS VILLAGE	\$2,975.00
IL	CLINTON CITY	\$1,700.00
IL	CLINTON COUNTY	\$2,272.50
IL	COAL VALLEY VILLAGE	\$1,325.00
IL	COLLINSVILLE CITY	\$3,825.00
IL	COUNTRY CLUB HILLS	\$1,518.00
IL	CRAWFORD COUNTY	\$4,140.00
IL	CREST HILL CITY	\$5,178.75
IL	CRETE VILLAGE	\$4,060.00
IL	CREVE COEUR VILLAGE	\$3,240.00
IL	CRYSTAL LAKE CITY	\$7,897.50

IL	DANVILLE CITY	\$10,000.00
IL	DARIEN CITY	\$2,407.50
IL	DE KALB CITY	\$8,000.00
IL	DE KALB COUNTY	\$484.59
IL	DECATUR CITY	\$29,800.00
IL	DEERFIELD VILLAGE	\$5,557.50
IL	DELAVAN CITY	\$2,296.52
IL	DIXON CITY	\$507.88
IL	DOUGLAS COUNTY	\$2,778.54
IL	DOWNERS GROVE VILLAGE	\$7,850.00
IL	DU PAGE COUNTY	\$15,040.54
IL	EAST DUNDEE VILLAGE	\$2,640.00
IL	EAST MOLINE CITY	\$3,515.52
IL	EAST PEORIA CITY	\$2,975.00
IL	EDWARDSVILLE	\$5,050.00
IL	EFFINGHAM CITY	\$3,493.50
IL	ELBURN VILLAGE	\$1,330.00
IL	ELGIN CITY	\$2,254.45
IL	ELMHURST CITY	\$9,150.00
IL	ELMWOOD PARK VILLAGE	\$6,772.50
IL	EVANSTON CITY	\$12,000.00
IL	FAIRVIEW HEIGHTS CITY	\$4,500.00
IL	FARMINGTON CITY	\$2,790.00
IL	FAYETTE COUNTY	\$395.00
IL	FOREST PARK VILLAGE	\$4,250.00
IL	FOX LAKE VILLAGE	\$4,675.00
IL	FOX RIVER GROVE VILLAGE	\$2,355.00
IL	FRANKFORT VILLAGE	\$3,305.00
IL	FRANKLIN PARK VILLAGE	\$7,650.00
IL	FREEPORT CITY	\$2,463.80
IL	FOREST PRESERVE DISTRICT OF DUPAGE COUNTY	\$38.99
IL	GALESBURG CITY	\$7,045.00
IL	GLEN CARBON VILLAGE	\$1,680.00
IL	GLEN ELLYN VILLAGE	\$4,075.00
IL	GLENDALE HEIGHTS VILLAGE	\$7,920.00
IL	GLENVIEW VILLAGE	\$7,470.50
IL	GRANITE CITY	\$1,605.00
IL	GRANTFORK VILLAGE	\$798.41
IL	GREENE COUNTY	\$3,021.00
IL	GURNEE VILLAGE	\$4,422.50
IL	HANOVER PARK VILLAGE	\$3,712.50
IL	HARVARD CITY	\$7,369.75
IL	HAWTHORNE WOODS VILLAGE	\$5,090.00
IL	HENRY COUNTY	\$6,493.50
IL	HEYWORTH VILLAGE	\$1,217.50
IL	HICKORY HILLS CITY	\$1,812.50
IL	HIGHLAND CITY	\$2,257.50
IL	HIGHLAND PARK CITY	\$11,518.75
IL	HOFFMAN ESTATES VILLAGE	\$8,775.00

IL	HOMETOWN CITY	\$1,700.00
IL	HOMewood VILLAGE	\$2,595.00
IL	HUNTLEY VILLAGE	\$1,455.00
IL	ILLINOIS	\$2,065.01
IL	INDIAN HEAD PARK VILLAGE	\$2,150.00
IL	IROQUOIS COUNTY	\$8,071.50
IL	ITASCA VILLAGE	\$4,737.43
IL	JOLIET CITY	\$4,388.82
IL	KANKAKEE CITY	\$5,116.92
IL	KENDALL COUNTY	\$506.42
IL	KENILWORTH VILLAGE	\$880.00
IL	KEWANEE CITY	\$1,104.73
IL	KILDEER VILLAGE	\$1,700.00
IL	KNOX COUNTY	\$4,129.95
IL	LA SALLE CITY	\$4,725.35
IL	LAKE BLUFF VILLAGE	\$1,760.00
IL	LAKE COUNTY	\$1,772.71
IL	LAKE IN THE HILLS VILLAGE	\$2,190.00
IL	LAKE VILLA VILLAGE	\$3,139.50
IL	LAKE ZURICH VILLAGE	\$1,990.00
IL	LAKEMOOR VILLAGE	\$1,787.50
IL	LANSING VILLAGE	\$9,577.50
IL	LE ROY CITY	\$420.00
IL	LEE COUNTY	\$6,780.00
IL	LIBERTYVILLE VILLAGE	\$6,262.50
IL	LINCOLN CITY	\$1,633.85
IL	LINCOLNSHIRE VILLAGE	\$2,225.00
IL	LINCOLNWOOD VILLAGE	\$4,050.00
IL	LINDENHURST VILLAGE	\$3,313.00
IL	LISLE VILLAGE	\$3,255.00
IL	LOCKPORT CITY	\$2,662.50
IL	LYONS VILLAGE	\$8,400.00
IL	MACKINAW VILLAGE	\$2,827.50
IL	MACOMB CITY	\$2,400.00
IL	MAHOMET VILLAGE	\$2,406.00
IL	MANTENO VILLAGE	\$1,608.00
IL	MARENGO CITY	\$1,600.00
IL	MARSHALL CITY	\$1,700.00
IL	MARYVILLE VILLAGE	\$1,600.00
IL	MASCOUTAH CITY	\$2,425.00
IL	MASON COUNTY	\$1,915.00
IL	MASSAC COUNTY	\$6,220.00
IL	MATTESON VILLAGE	\$8,500.00
IL	MATTOON CITY	\$3,767.50
IL	MCCOOK VILLAGE	\$1,698.00
IL	MCHENRY CITY	\$3,520.00
IL	MCHENRY CO CONSERVATION DISTRICT	\$224.26
IL	MELROSE PARK VILLAGE	\$4,250.00
IL	MENDOTA CITY	\$2,460.29

IL	MILLSTADT VILLAGE	\$850.00
IL	MOKENA VILLAGE	\$4,380.00
IL	MOLINE CITY	\$5,744.25
IL	MONTGOMERY COUNTY	\$7,900.00
IL	MONTGOMERY VILLAGE	\$4,125.00
IL	MORRIS CITY	\$1,958.00
IL	MORTON GROVE VILLAGE	\$17,432.30
IL	MORTON VILLAGE	\$2,512.50
IL	MOULTRIE COUNTY	\$1,671.98
IL	MOUNT PROSPECT VILLAGE	\$5,520.00
IL	MOUNT VERNON CITY	\$5,857.50
IL	MOUNT ZION VILLAGE	\$1,600.01
IL	MT. PULASKI CITY	\$400.00
IL	MUNDELEIN VILLAGE	\$6,600.00
IL	MURPHYSBORO CITY	\$3,003.35
IL	NAPERVILLE CITY	\$949.25
IL	NEW LENOX VILLAGE	\$4,384.00
IL	NEWTON CITY	\$1,054.50
IL	NILES VILLAGE	\$8,145.00
IL	NORMAL TOWN	\$8,855.00
IL	NORRIDGE VILLAGE	\$2,125.00
IL	NORTH RIVERSIDE VILLAGE	\$5,625.00
IL	O FALLON CITY	\$3,400.00
IL	OAK BROOK VILLAGE	\$5,145.00
IL	OAK FOREST CITY	\$2,446.50
IL	OAK PARK VILLAGE	\$3,805.00
IL	OGLE COUNTY	\$6,897.50
IL	ORLAND PARK VILLAGE	\$13,317.00
IL	OSWEGO VILLAGE	\$3,503.50
IL	PALATINE VILLAGE	\$13,167.50
IL	PALOS HEIGHTS CITY	\$2,601.00
IL	PALOS HILL CITY	\$5,100.00
IL	PALOS PARK VILLAGE	\$1,222.50
IL	PARK RIDGE CITY	\$3,620.00
IL	PEORIA CITY	\$5,268.29
IL	PEOTONE VILLAGE	\$3,860.00
IL	PERRY COUNTY	\$945.00
IL	PERU CITY	\$3,600.00
IL	PINGREE GROVE VILLAGE	\$1,871.30
IL	PITTSFIELD CITY	\$2,125.00
IL	PRAIRIE GROVE VILLAGE	\$2,950.00
IL	QUINCY CITY	\$12,972.50
IL	RANDOLPH COUNTY	\$12,330.00
IL	RICHLAND COUNTY	\$2,070.00
IL	RIDGWAY VILLAGE	\$2,550.00
IL	RIVER FOREST VILLAGE	\$1,987.23
IL	RIVERSIDE VILLAGE	\$3,200.00
IL	ROCHESTER VILLAGE	\$800.00
IL	ROCK FALLS CITY	\$2,147.00

IL	ROCK ISLAND CITY	\$6,300.00
IL	ROCKFORD CITY	\$1,079.77
IL	ROCKTON VILLAGE	\$3,775.50
IL	ROLLING MEADOWS CITY	\$3,400.00
IL	ROMEOVILLE VILLAGE	\$6,000.00
IL	ROSCOE VILLAGE	\$1,403.63
IL	ROUND LAKE BEACH VILLAGE	\$3,336.25
IL	ROUND LAKE PARK VILLAGE	\$3,167.50
IL	ROUND LAKE VILLAGE	\$6,776.00
IL	SALEM CITY	\$821.94
IL	SAVANNA CITY	\$1,503.50
IL	SCHAUMBURG VILLAGE	\$7,190.00
IL	SCHILLER PARK VILLAGE	\$2,403.13
IL	SESSER CITY	\$1,485.00
IL	SHELBY COUNTY	\$3,522.00
IL	SHERMAN VILLAGE	\$367.80
IL	SHILOH VILLAGE	\$1,700.00
IL	SHOREWOOD VILLAGE	\$1,767.50
IL	SILVIS CITY	\$3,516.00
IL	SKOKIE VILLAGE	\$35,657.79
IL	SOMONAUK VILLAGE	\$1,600.00
IL	SOUTH HOLLAND VILLAGE	\$4,657.50
IL	ST CLAIR COUNTY	\$598.98
IL	ST.CHARLES CITY	\$445.70
IL	STANFORD VILLAGE	\$1,158.00
IL	STERLING CITY	\$1,500.00
IL	STONINGTON VILLAGE	\$616.99
IL	SWANSEA VILLAGE	\$2,083.75
IL	SYCAMORE CITY	\$7,830.00
IL	TRENTON CITY	\$2,125.00
IL	TROY CITY	\$4,250.00
IL	UNION VILLAGE	\$712.50
IL	UNIVERSITY PARK VILLAGE	\$4,250.00
IL	URBANA CITY	\$13,052.40
IL	VERNON HILLS VILLAGE	\$4,250.00
IL	VILLA PARK VILLAGE	\$4,200.00
IL	VILLAGE OF LAGRANGE PARK	\$2,412.50
IL	WABASH COUNTY	\$2,257.10
IL	WASHINGTON CITY	\$5,625.00
IL	WATSEKA CITY	\$4,587.83
IL	WAUCONDA VILLAGE	\$3,660.00
IL	WAUKEGAN CITY	\$44,625.00
IL	WAYNE VILLAGE	\$2,524.00
IL	WEST CHICAGO CITY	\$4,272.50
IL	WEST DUNDEE VILLAGE	\$4,613.47
IL	WESTERN SPRINGS VILLAGE	\$1,800.00
IL	WESTMONT VILLAGE	\$4,121.68
IL	WHEATON CITY	\$6,012.50
IL	WHEELING VILLAGE	\$11,440.00

IL	WILMETTE VILLAGE	\$387.50
IL	WINNEBAGO VILLAGE	\$870.00
IL	WINNETKA VILLAGE	\$3,265.65
IL	WINTHROP HARBOR VILLAGE	\$4,670.00
IL	WOOD DALE CITY	\$4,660.00
IL	WOODSTOCK CITY	\$1,418.63
IL	WORTH VILLAGE	\$4,250.00
IL	YORKVILLE CITY	\$5,855.00
IL	ZION CITY	\$2,245.50
	Totals for IL(251 Jurisdictions):	\$1,161,310.39
IN	ADAMS COUNTY	\$3,115.80
IN	ARCADIA TOWN	\$4,445.00
IN	AUBURN CITY	\$3,485.00
IN	AURORA CITY	\$4,250.00
IN	AUSTIN TOWN	\$976.00
IN	AVON TOWN	\$4,637.50
IN	BATESVILLE CITY	\$1,447.50
IN	BERNE CITY	\$2,955.00
IN	BLOOMINGTON CITY	\$19,125.00
IN	BLUFFTON CITY	\$2,122.50
IN	BOONVILLE CITY	\$3,350.00
IN	BREMEN TOWN	\$850.00
IN	BRISTOL TOWN	\$3,550.00
IN	BROWNSBURG TOWN	\$4,205.00
IN	CARROLL COUNTY	\$10,070.00
IN	CARTHAGE TOWN	\$2,839.75
IN	CEDAR LAKE TOWN	\$3,348.75
IN	CICERO TOWN	\$2,059.50
IN	CLAY COUNTY	\$14,725.34
IN	CLINTON COUNTY	\$6,732.53
IN	COLUMBUS CITY	\$12,957.50
IN	CONNERSVILLE CITY	\$2,125.00
IN	CROWN POINT CITY	\$2,240.00
IN	DALEVILLE TOWN	\$14,025.00
IN	DANVILLE TOWN	\$3,000.00
IN	DECATUR CITY	\$3,000.00
IN	DYER TOWN	\$5,198.00
IN	EDGEWOOD TOWN	\$1,987.50
IN	ELKHART CITY	\$18,462.50
IN	FERDINAND TOWN	\$500.00
IN	FORTVILLE TOWN	\$1,719.96
IN	FRANKLIN CITY	\$14,224.00
IN	FRANKLIN COUNTY	\$3,137.50
IN	GREENTOWN TOWN	\$1,137.50
IN	GREENWOOD CITY	\$9,937.50
IN	GRIFFITH TOWN	\$3,825.00
IN	HARRISON COUNTY	\$6,362.50
IN	HEBRON TOWN	\$4,250.00
IN	HENRY COUNTY	\$17,687.50

IN	HIGHLAND TOWN	\$7,225.00
IN	HOBART CITY	\$28,800.00
IN	HUNTINGTON CITY	\$5,100.00
IN	HUNTINGTON COUNTY	\$9,375.00
IN	JASPER CITY	\$4,995.00
IN	JEFFERSONVILLE CITY	\$3,885.00
IN	JENNINGS COUNTY	\$11,900.00
IN	KENNARD TOWN	\$596.50
IN	KNOX COUNTY	\$4,930.00
IN	KOKOMO CITY	\$9,562.50
IN	KOUTS TOWN	\$3,900.00
IN	LAFAYETTE CITY	\$2,150.00
IN	LAPEL TOWN	\$2,400.00
IN	LAPORTE CITY	\$4,250.00
IN	LAWRENCE CITY	\$10,625.00
IN	LAWRENCE COUNTY	\$3,189.86
IN	LAWRENCEBURG CITY	\$15,011.00
IN	LEBANON CITY	\$461.20
IN	LIGONIER CITY	\$3,828.00
IN	LOWELL TOWN	\$2,535.00
IN	MISHAWAKA CITY	\$24,907.50
IN	MONROVIA TOWN	\$3,228.50
IN	MONTGOMERY COUNTY	\$5,060.81
IN	MOORESVILLE TOWN	\$1,064.75
IN	MORGAN COUNTY	\$8,217.50
IN	MUNCIE CITY	\$16,757.48
IN	MOUNT VERNON CITY	\$3,400.00
IN	NEW HAVEN CITY	\$5,564.00
IN	NEWBURGH TOWN	\$950.00
IN	NEWTON COUNTY	\$2,346.00
IN	NOBLESVILLE CITY	\$13,200.00
IN	NORTH VERNON CITY	\$3,347.50
IN	NORTH WEBSTER TOWN	\$450.00
IN	PENDLETON TOWN	\$505.00
IN	PERU CITY	\$3,762.50
IN	PLYMOUTH CITY	\$2,800.00
IN	PORTAGE CITY	\$15,981.00
IN	PORTLAND CITY	\$3,075.00
IN	POSEY COUNTY	\$3,375.00
IN	PRINCETON CITY	\$2,420.00
IN	ROME CITY TOWN	\$2,023.50
IN	SCHERERVILLE TOWN	\$1,643.00
IN	SCOTTSBURG CITY	\$2,970.00
IN	SEYMOUR CITY	\$2,027.56
IN	SHELBY COUNTY	\$12,825.00
IN	SHERIDAN TOWN	\$6,510.00
IN	SHIPSHEWANA TOWN	\$6,243.48
IN	STEUBEN COUNTY GOVERNMENT	\$4,975.00
IN	TIPTON CITY	\$837.50

IN	VALPARAISO CITY	\$11,410.00
IN	WARRICK COUNTY	\$3,907.50
IN	WARSAW CITY	\$4,600.00
IN	WAYNE COUNTY	\$1,150.00
IN	WEST LAFAYETTE CITY	\$5,029.25
IN	WESTFIELD TOWN	\$12,097.50
IN	YORKTOWN TOWN	\$1,625.00
IN	ZIONSVILLE TOWN	\$5,475.85
	Totals for IN(96 Jurisdictions):	\$564,548.87
KS	ABILENE CITY	\$689.00
KS	ANDERSON COUNTY	\$3,327.21
KS	ANDOVER CITY	\$2,712.50
KS	ARKANSAS CITY	\$3,076.50
KS	ATCHISON COUNTY	\$457.50
KS	BALDWIN CITY	\$544.29
KS	BELLE PLAINE CITY	\$2,125.00
KS	BONNER SPRINGS CITY	\$3,040.00
KS	CANEY CITY	\$3,825.00
KS	CHEROKEE COUNTY	\$2,006.47
KS	CLOUD COUNTY	\$5,050.00
KS	COFFEYVILLE CITY	\$8,697.50
KS	CONCORDIA CITY	\$6,780.00
KS	COWLEY COUNTY	\$4,800.00
KS	CRAWFORD COUNTY	\$6,958.00
KS	DERBY CITY	\$12,592.00
KS	DOUGLAS COUNTY	\$1,210.29
KS	EL DORADO CITY	\$2,539.29
KS	ELLSWORTH CITY	\$1,650.00
KS	EMPORIA CITY	\$4,250.00
KS	FAIRWAY CITY	\$850.00
KS	FINNEY COUNTY	\$7,526.60
KS	FORT SCOTT CITY	\$2,077.50
KS	FRANKLIN COUNTY	\$2,535.00
KS	GALENA CITY	\$3,352.15
KS	GARDNER CITY	\$2,988.00
KS	GARNETT CITY	\$2,425.00
KS	GIRARD CITY	\$564.00
KS	GOODLAND CITY	\$1,700.00
KS	HASKELL COUNTY	\$2,719.00
KS	HAYSVILLE CITY	\$1,040.98
KS	HUGOTON CITY	\$2,550.00
KS	IOLA CITY	\$6,160.00
KS	JOHNSON COUNTY	\$2,388.33
KS	JUNCTION CITY	\$4,422.48
KS	KANSAS	\$17,808.89
KS	LARNED CITY	\$1,017.00
KS	LAWRENCE CITY	\$1,021.11
KS	LEAVENWORTH CITY	\$2,500.00
KS	LEAVENWORTH COUNTY	\$33,162.00

KS	LENEXA CITY	\$26,957.50
KS	LIBERAL CITY	\$3,145.50
KS	LINDSBORG CITY	\$2,275.00
KS	LOUISBURG CITY	\$2,857.50
KS	LYON COUNTY	\$5,257.50
KS	MARYSVILLE CITY	\$1,581.83
KS	MCPHERSON CITY	\$4,812.50
KS	MCPHERSON COUNTY	\$3,625.00
KS	MEDICINE LODGE CITY	\$1,612.50
KS	MERRIAM CITY	\$5,333.11
KS	MINNEAPOLIS CITY	\$1,732.13
KS	MISSION CITY	\$5,100.00
KS	NEMAHA COUNTY	\$4,150.00
KS	NORTON CITY	\$1,275.00
KS	OLATHE CITY	\$1,534.92
KS	OSAGE CITY	\$2,122.50
KS	OSAGE COUNTY	\$3,797.50
KS	OVERLAND PARK CITY	\$6,763.35
KS	PRAIRIE VILLAGE CITY	\$14,830.00
KS	PRATT CITY	\$6,350.00
KS	RENO COUNTY	\$7,234.50
KS	RILEY COUNTY	\$7,207.42
KS	ROELAND PARK CITY	\$1,530.00
KS	ROOKS COUNTY	\$3,420.00
KS	ROSE HILL CITY	\$2,000.00
KS	SALINA CITY	\$13,200.00
KS	SALINE COUNTY	\$21,213.00
KS	SCOTT CITY	\$3,367.50
KS	SEDGWICK CITY	\$1,974.50
KS	SHAWNEE CITY	\$15,307.50
KS	SHAWNEE MISSION UNIF SCH DIST 512	\$2,241.00
KS	SPRING HILL CITY	\$1,700.00
KS	TONGANOXIE CITY	\$1,705.50
KS	WABAUNSEE COUNTY	\$6,171.00
KS	WESTWOOD CITY	\$3,385.00
KS	WINFIELD CITY	\$4,104.00
	Totals for KS(76 Jurisdictions):	\$376,012.85
KY	BOWLING GREEN CITY	\$27,582.50
KY	CAMPBELL COUNTY	\$4,702.50
KY	CAMPBELLSVILLE CITY	\$1,936.00
KY	CHRISTIAN COUNTY	\$7,410.00
KY	COVINGTON CITY	\$17,000.00
KY	DAYTON CITY	\$1,920.00
KY	FLORENCE CITY	\$5,625.00
KY	HENDERSON CITY	\$4,300.00
KY	JEFFERSONTOWN CITY	\$5,425.00
KY	MADISONVILLE CITY	\$5,950.00
KY	MAYSVILLE CITY	\$1,619.50
KY	MIDDLESBOROUGH CITY	\$5,083.60

KY	OWENSBORO CITY	\$5,949.23
KY	PADUCAH CITY	\$6,795.00
KY	PULASKI COUNTY	\$24,650.00
KY	RADCLIFF CITY	\$3,725.00
KY	RICHMOND CITY	\$7,200.00
KY	SCOTT COUNTY	\$6,417.50
KY	SHELBYVILLE CITY	\$5,310.00
	Totals for KY(19 Jurisdictions):	\$148,600.83
LA	ABBEVILLE CITY	\$12,338.40
LA	ACADIA PARISH	\$7,387.95
LA	ALEXANDRIA CITY	\$31,875.00
LA	ASCENSION PARISH	\$1,896.11
LA	ASSUMPTION PARISH	\$4,625.00
LA	AVOYELLES PARISH	\$3,400.00
LA	BASTROP CITY	\$1,890.54
LA	BEAUREGARD PARISH	\$6,168.15
LA	BOGALUSA CITY	\$13,600.00
LA	BOSSIER PARISH	\$2,936.72
LA	CADDO PARISH	\$3,230.25
LA	DE RIDDER CITY	\$3,618.27
LA	EAST BATON ROUGE PARISH SHERIFF'S OFFICE	\$8,068.56
LA	FRANKLIN CITY	\$1,345.88
LA	GREENWOOD TOWN	\$1,125.90
LA	GRETNA CITY	\$12,404.63
LA	HAMMOND CITY	\$18,436.25
LA	HARAHAN CITY	\$988.72
LA	HAUGHTON TOWN	\$2,550.00
LA	HOUMA CITY	\$11,378.00
LA	KENNER CITY	\$5,048.76
LA	LAFAYETTE CITY	\$92.64
LA	LAFOURCHE PARISH SHERIFF'S OFFICE	\$22,996.71
LA	LAKE CHARLES CITY	\$25,500.00
LA	LEESVILLE CITY	\$13,015.53
LA	LIVINGSTON PARISH	\$1,944.13
LA	LOUISIANA	\$12,305.55
LA	LUTCHER TOWN	\$350.46
LA	LAFAYETTE PARISH SHERIFFS DEPARTMENT	\$418.74
LA	MANY TOWN	\$5,950.00
LA	MARKSVILLE CITY	\$11,900.00
LA	MONROE CITY	\$15,701.88
LA	MOREHOUSE PARISH	\$945.27
LA	MORGAN CITY	\$3,514.80
LA	NATCHITOCHEs CITY	\$5,437.50
LA	NEW ORLEANS CITY	\$14,295.58
LA	OLLA TOWN	\$1,661.60
LA	PEARL RIVER TOWN	\$7,092.00
LA	PINEVILLE CITY	\$8,580.00
LA	PLAQUEMINES PARISH	\$18,275.00
LA	POINTE COUPEE PARISH	\$10,230.00

LA	PONCHATOULA CITY	\$5,776.53
LA	PORT ALLEN CITY	\$2,095.00
LA	RAPIDES PARISH	\$5,647.99
LA	SLIDELL CITY	\$10,568.40
LA	ST BERNARD PARISH	\$4,875.00
LA	ST JOHN THE BAPTIST PARISH SHERIFF'S OFFICE	\$25,500.00
LA	ST LANDRY PARISH SHERIFF DEPARTMENT	\$17,945.00
LA	ST MARTIN PARISH	\$4,486.25
LA	ST MARY PARISH	\$5,508.36
LA	ST TAMMANY PARISH	\$755.13
LA	SULPHUR CITY	\$4,000.00
LA	TANGIPAHOA PARISH	\$403.43
LA	THIBODAUX CITY	\$7,319.33
LA	UNION PARISH	\$5,550.00
LA	VIDALIA TOWN	\$8,925.00
LA	WALKER TOWN	\$3,132.50
LA	WEST FELICIANA PARISH	\$8,515.00
	Totals for LA(58 Jurisdictions):	\$455,523.40
MA	ABINGTON TOWN	\$1,790.00
MA	ACTON TOWN	\$4,475.00
MA	AGAWAM CITY	\$26,400.00
MA	AMESBURY TOWN	\$3,400.00
MA	AMHERST TOWN	\$14,850.00
MA	ANDOVER TOWN	\$4,763.93
MA	ARLINGTON TOWN	\$10,000.00
MA	ATTLEBORO CITY	\$13,425.00
MA	AYER TOWN	\$8,500.00
MA	BARNSTABLE CITY	\$20,615.00
MA	BEDFORD TOWN	\$4,922.50
MA	BELCHERTOWN TOWN	\$4,800.00
MA	BELLINGHAM TOWN	\$6,712.50
MA	BELMONT TOWN	\$11,900.00
MA	BERKLEY TOWN	\$1,990.00
MA	BILLERICA TOWN	\$10,500.00
MA	BOURNE TOWN	\$13,480.00
MA	BOXFORD TOWN	\$5,817.50
MA	BRIDGEWATER TOWN	\$8,000.00
MA	CHARLTON TOWN	\$3,072.50
MA	CHELSEA CITY	\$10,395.00
MA	CHESHIRE TOWN	\$989.24
MA	CHESTERFIELD TOWN	\$1,700.00
MA	CHICOPEE CITY	\$3,750.00
MA	DALTON TOWN	\$2,125.00
MA	DEDHAM TOWN	\$8,347.50
MA	DEERFIELD TOWN	\$2,105.00
MA	DENNIS TOWN	\$5,775.00
MA	DOUGLAS TOWN	\$7,225.00
MA	DRACUT TOWN	\$3,132.50
MA	DUXBURY TOWN	\$4,417.00

MA	EAST BRIDGEWATER TOWN	\$1,700.00
MA	EAST BROOKFIELD TOWN	\$1,100.00
MA	EAST LONGMEADOW TOWN	\$2,937.50
MA	EASTHAM TOWN	\$3,591.00
MA	EASTON TOWN	\$2,237.50
MA	ESSEX TOWN	\$5,950.00
MA	EVERETT CITY	\$36,773.87
MA	FAIRHAVEN TOWN	\$7,950.00
MA	FALL RIVER CITY	\$41,125.00
MA	FALMOUTH TOWN	\$5,220.00
MA	FITCHBURG CITY	\$13,946.00
MA	FOXBOROUGH TOWN	\$5,330.85
MA	FRANKLIN CITY	\$9,750.00
MA	GARDNER CITY	\$3,750.60
MA	GEORGETOWN TOWN	\$5,747.50
MA	GILL TOWN	\$361.00
MA	GLOUCESTER CITY	\$9,888.36
MA	GRANBY TOWN	\$2,640.00
MA	GREAT BARRINGTON TOWN	\$2,840.00
MA	HAMILTON TOWN	\$425.00
MA	HAMPDEN TOWN	\$1,716.00
MA	HARDWICK TOWN	\$1,275.00
MA	HAVERHILL CITY	\$19,278.00
MA	HINGHAM TOWN	\$14,450.00
MA	HINSDALE TOWN	\$600.00
MA	HOLLISTON TOWN	\$2,963.60
MA	HOPEDALE TOWN	\$2,083.40
MA	HUBBARDSTON TOWN	\$1,500.00
MA	KINGSTON TOWN	\$2,237.50
MA	LANESBOROUGH TOWN	\$2,550.00
MA	LEOMINSTER CITY	\$17,602.38
MA	LEVERETT TOWN	\$1,657.50
MA	LONGMEADOW TOWN	\$3,857.00
MA	LUDLOW TOWN	\$2,775.00
MA	MANSFIELD TOWN	\$2,237.50
MA	MARBLEHEAD TOWN	\$1,676.82
MA	MEDFORD CITY	\$8,500.00
MA	MELROSE CITY	\$4,027.50
MA	MENDON TOWN	\$1,200.00
MA	METHUEN CITY	\$2,037.00
MA	MIDDLETON TOWN	\$1,149.50
MA	MILLIS TOWN	\$2,315.63
MA	MILLVILLE TOWN	\$2,124.98
MA	MILTON TOWN	\$9,147.50
MA	MONSON TOWN	\$3,950.00
MA	NAHANT TOWN	\$3,645.00
MA	NEEDHAM TOWN	\$7,160.00
MA	NEW MARLBOROUGH TOWN	\$475.00
MA	NEWBURY TOWN	\$417.50

MA	NORFOLK TOWN	\$2,685.00
MA	NORTH ADAMS CITY	\$11,875.00
MA	NORTH ATTLEBOROUGH TOWN	\$4,027.50
MA	NORTH BROOKFIELD TOWN	\$2,550.00
MA	NORTHAMPTON CITY	\$7,125.00
MA	NORTON TOWN	\$5,345.18
MA	NORWOOD TOWN	\$14,790.00
MA	NORTH READING	\$11,808.68
MA	ORLEANS TOWN	\$4,975.00
MA	PALMER TOWN	\$5,000.00
MA	PAXTON TOWN	\$2,354.10
MA	PEMBROKE TOWN	\$5,800.50
MA	PETERSHAM TOWN	\$5,577.00
MA	PLAINVILLE TOWN	\$13,872.50
MA	PLYMOUTH TOWN	\$11,187.50
MA	PROVINCETOWN TOWN	\$2,237.50
MA	RANDOLPH TOWN	\$9,768.68
MA	RAYNHAM TOWN	\$1,987.50
MA	READING TOWN	\$4,464.35
MA	REHOBOTH TOWN	\$3,132.50
MA	REVERE CITY	\$10,647.00
MA	ROCKLAND TOWN	\$10,740.00
MA	RUTLAND TOWN	\$4,036.50
MA	SALEM CITY	\$7,227.75
MA	SANDWICH TOWN	\$2,425.00
MA	SHARON TOWN	\$5,885.00
MA	SHERBORN TOWN	\$895.00
MA	SHREWSBURY TOWN	\$3,432.28
MA	SOUTH HADLEY TOWN	\$1,950.00
MA	SOUTHBOROUGH TOWN	\$2,837.65
MA	SOUTHBRIDGE TOWN	\$4,400.00
MA	SOUTHWICK TOWN	\$2,578.00
MA	STONEHAM TOWN	\$11,050.00
MA	STOUGHTON TOWN	\$19,035.00
MA	STURBRIDGE TOWN	\$3,300.00
MA	TAUNTON CITY	\$4,922.50
MA	TISBURY TOWN	\$1,790.00
MA	TOPSFIELD TOWN	\$1,790.00
MA	TYNGS BOROUGH TOWN	\$6,246.30
MA	UXBRIDGE TOWN	\$9,775.00
MA	WAKEFIELD TOWN	\$11,035.50
MA	WALPOLE TOWN	\$3,580.00
MA	WAREHAM TOWN	\$2,975.00
MA	WARREN TOWN	\$1,700.00
MA	WATERTOWN CITY	\$9,600.00
MA	WAYLAND TOWN	\$2,870.00
MA	WEBSTER TOWN	\$2,549.97
MA	WELLESLEY TOWN	\$2,685.00
MA	WEST BOYLSTON TOWN	\$1,305.00

MA	WEST SPRINGFIELD TOWN	\$7,200.00
MA	WESTBOROUGH TOWN	\$4,922.50
MA	WESTFIELD CITY	\$7,200.00
MA	WESTFORD TOWN	\$9,884.00
MA	WESTWOOD TOWN	\$2,685.00
MA	WEYMOUTH TOWN	\$24,165.00
MA	WILBRAHAM TOWN	\$4,605.00
MA	WILLIAMSBURG TOWN	\$1,800.00
MA	WILMINGTON TOWN	\$7,922.88
MA	WINDSOR TOWN	\$850.00
MA	WOBURN CITY	\$1,598.85
MA	WORTHINGTON TOWN	\$625.00
MA	WRENTHAM TOWN	\$4,500.00
MA	YARMOUTH TOWN	\$1,700.00
	Totals for MA(143 Jurisdictions):	\$880,733.83
MD	ABERDEEN CITY	\$7,191.00
MD	ALLEGANY COUNTY	\$10,545.00
MD	ANNAPOLIS CITY	\$3,383.00
MD	BERLIN TOWN	\$3,115.00
MD	BRUNSWICK CITY	\$1,254.50
MD	CALVERT COUNTY	\$18,095.00
MD	CAMBRIDGE CITY	\$14,400.00
MD	CAROLINE COUNTY	\$2,060.00
MD	CHESTERTOWN TOWN	\$2,125.00
MD	CHEVY CHASE VILLAGE TOWN	\$1,137.85
MD	CUMBERLAND CITY	\$6,749.93
MD	DELMAR TOWN	\$2,628.00
MD	DORCHESTER COUNTY	\$7,872.00
MD	EASTON TOWN	\$4,954.00
MD	FREDERICK CITY	\$24,596.00
MD	GAITHERSBURG CITY	\$5,400.00
MD	GARRETT COUNTY	\$900.00
MD	HAGERSTOWN CITY	\$13,600.00
MD	HAMPSTEAD TOWN	\$1,342.50
MD	HURLOCK TOWN	\$2,100.00
MD	LANDOVER HILLS TOWN	\$1,275.00
MD	LAUREL CITY	\$4,350.00
MD	MOUNT AIRY TOWN	\$440.00
MD	OCEAN CITY TOWN	\$16,192.00
MD	OCEAN PINES	\$2,485.50
MD	ROCKVILLE CITY	\$9,016.00
MD	SALISBURY CITY	\$10,075.00
MD	SOMERSET COUNTY	\$14,875.00
MD	UPPER MARLBORO TOWN	\$1,850.00
MD	WESTMINSTER CITY	\$4,355.00
MD	WORCESTER COUNTY	\$11,903.30
	Totals for MD(31 Jurisdictions):	\$210,265.58
ME	AROOSTOOK COUNTY	\$3,489.00
ME	AUBURN CITY	\$11,906.25

ME	BANGOR CITY	\$7,008.00
ME	BAR HARBOR TOWN	\$2,200.00
ME	BATH CITY	\$2,512.50
ME	BERWICK CITY	\$2,665.00
ME	BIDDEFORD CITY	\$2,550.00
ME	BRIDGTON TOWN	\$1,707.28
ME	BRUNSWICK TOWN	\$2,937.50
ME	ELIOT TOWN	\$2,407.50
ME	FALMOUTH TOWN	\$10,188.75
ME	FARMINGTON TOWN	\$1,106.50
ME	FORTFAIRFIELD TOWN	\$2,050.00
ME	FREEPORT TOWN	\$1,689.06
ME	GARDINER CITY	\$2,256.90
ME	KENNEBUNK TOWN	\$6,375.00
ME	KITTERY TOWN	\$4,946.74
ME	KNOX COUNTY	\$6,857.50
ME	LEWISTON CITY	\$5,250.00
ME	LINCOLN COUNTY	\$10,549.50
ME	MOUNT DESERT TOWN	\$1,100.00
ME	MEXICO	\$3,400.00
ME	OGUNQUIT TOWN	\$1,800.00
ME	OLD TOWN CITY	\$2,500.00
ME	ORONO TOWN	\$1,090.50
ME	PISCATAQUIS COUNTY	\$1,806.79
ME	PORTLAND CITY	\$14,809.00
ME	PRESQUE ISLE CITY	\$4,250.00
ME	ROCKLAND CITY	\$3,065.00
ME	RUMFORD TOWN	\$3,510.50
ME	SACO CITY	\$1,410.00
ME	SAGADAHOC COUNTY	\$3,967.50
ME	SCARBOROUGH TOWN	\$4,647.50
ME	SOMERSET COUNTY	\$6,153.00
ME	SOUTH BERWICK TOWN	\$1,707.54
ME	WATERVILLE CITY	\$4,500.00
ME	WELLS TOWN	\$2,807.38
ME	WESTBROOK CITY	\$4,410.00
ME	WILTON TOWN	\$1,805.00
ME	WINDHAM TOWN	\$4,115.50
ME	YARMOUTH TOWN	\$1,812.50
ME	YORK TOWN	\$2,479.50
	Totals for ME(42 Jurisdictions):	\$167,800.19
MI	ALBION CITY	\$1,490.00
MI	ALLEN PARK CITY	\$5,564.50
MI	ALMA CITY	\$447.50
MI	ALPENA CITY	\$1,135.50
MI	ALPENA COUNTY	\$2,000.00
MI	AUBURN HILLS CITY	\$8,685.00
MI	ADRIAN CHARTER TOWNSHIP	\$2,662.50
MI	BARRY COUNTY	\$6,482.50

MI	BATTLE CREEK CITY	\$12,790.00
MI	BAY CITY	\$10,596.00
MI	BAY COUNTY	\$469.88
MI	BELDING CITY	\$1,251.00
MI	BENZIE COUNTY	\$1,639.00
MI	BERKLEY CITY	\$7,225.00
MI	BERRIEN COUNTY	\$1,668.06
MI	BEVERLY HILLS VILLAGE	\$1,275.00
MI	BIRCH RUN VILLAGE	\$685.86
MI	BIRMINGHAM CITY	\$12,307.50
MI	BLOOMFIELD TOWNSHIP	\$2,205.00
MI	BRIDGMAN CITY	\$1,250.00
MI	BRIGHTON CITY	\$2,015.00
MI	BROWN CITY	\$1,840.00
MI	BROWNSTOWN CHARTER TOWNSHIP	\$4,800.00
MI	CALHOUN COUNTY	\$768.70
MI	CANTON CHARTER TOWNSHIP	\$10,560.00
MI	CAPAC VILLAGE	\$2,562.50
MI	CASS COUNTY	\$6,265.00
MI	CENTER LINE CITY	\$4,356.00
MI	CHARLEVOIX CITY	\$1,850.00
MI	CHARLOTTE CITY	\$1,934.00
MI	CHELSEA CITY	\$2,975.00
MI	CLARE COUNTY	\$2,695.00
MI	CLAWSON CITY	\$2,337.50
MI	CLINTON CHARTER TOWNSHIP	\$3,725.00
MI	CLINTON COUNTY	\$7,600.00
MI	COLUMBIA TOWNSHIP	\$850.00
MI	CROSWELL CITY	\$2,520.00
MI	DEARBORN CITY	\$2,044.20
MI	DELTA COUNTY	\$6,347.50
MI	DEWITT CHARTER TOWNSHIP	\$3,150.00
MI	DICKINSON COUNTY	\$9,608.00
MI	DRYDEN TOWNSHIP	\$1,757.78
MI	DURAND CITY	\$3,400.00
MI	EAST GRAND RAPIDS CITY	\$1,102.50
MI	EAST LANSING CITY	\$5,175.00
MI	EATON COUNTY	\$533.95
MI	EATON RAPIDS CITY	\$309.50
MI	EMMET COUNTY	\$3,723.50
MI	EMMETT CHARTER TOWNSHIP	\$1,130.02
MI	ERIE TOWNSHIP	\$475.00
MI	ESSEXVILLE CITY	\$3,400.00
MI	EVART CITY	\$1,212.50
MI	FARMINGTON CITY	\$7,212.50
MI	FARMINGTON HILLS CITY	\$6,450.00
MI	FLAT ROCK CITY	\$1,437.50
MI	FLINT CITY	\$44,115.00
MI	FRANKLIN VILLAGE	\$2,037.50

MI	FRUITPORT CHARTER TOWNSHIP	\$2,436.00
MI	GARDEN CITY	\$2,282.50
MI	GERRISH TOWNSHIP	\$1,155.00
MI	GIBRALTAR CITY	\$3,360.00
MI	GLADSTONE CITY	\$3,752.38
MI	GLADWIN CITY	\$2,785.00
MI	GRAND BLANC CHARTER TOWNSHIP	\$5,370.00
MI	GRAND HAVEN CITY	\$3,020.00
MI	GRAND LEDGE CITY	\$1,225.00
MI	GRAND RAPIDS CITY	\$3,794.60
MI	GRAND TRAVERSE COUNTY	\$4,105.00
MI	GRANDVILLE CITY	\$1,522.50
MI	GRAYLING CITY	\$515.00
MI	GREEN OAK TOWNSHIP	\$4,807.50
MI	GREENVILLE CITY	\$2,205.00
MI	GROSSE ILE TOWNSHIP	\$1,595.00
MI	GROSSE POINTE PARK CITY	\$4,600.00
MI	GROSSE POINTE WOODS CITY	\$3,630.00
MI	GUN LAKE TRIBE PUBLIC SAFETY	\$2,000.00
MI	HAMBURG TOWNSHIP	\$1,687.50
MI	HANCOCK CITY	\$3,027.50
MI	HARBOR BEACH CITY	\$352.50
MI	HARBOR SPRINGS CITY	\$887.50
MI	HARTFORD CITY	\$1,950.00
MI	HASTINGS CITY	\$2,100.00
MI	HAZEL PARK CITY	\$3,957.50
MI	HILLSDALE CITY	\$6,111.00
MI	HOLLAND CITY	\$3,767.50
MI	HURON CHARTER TOWNSHIP	\$10,675.00
MI	HURON COUNTY	\$6,000.00
MI	INGHAM COUNTY	\$1,178.01
MI	IONIA COUNTY	\$13,940.00
MI	IOSCO COUNTY	\$967.50
MI	IRONWOOD CITY	\$1,381.50
MI	ISABELLA COUNTY	\$3,177.00
MI	JACKSON CITY	\$5,200.00
MI	JACKSON COUNTY	\$205.17
MI	KALAMAZOO CITY	\$25,025.00
MI	KALKASKA COUNTY	\$7,574.00
MI	KEEGO HARBOR CITY	\$2,708.00
MI	KENTWOOD CITY	\$8,085.00
MI	KEWEENAW COUNTY	\$3,765.00
MI	LAINGSBURG CITY	\$677.50
MI	LANSING CHARTER TOWNSHIP	\$8,499.98
MI	LAPEER COUNTY	\$5,617.50
MI	LEELANAU COUNTY	\$937.50
MI	LENAWEE COUNTY	\$6,196.00
MI	LENNON VILLAGE	\$614.00
MI	LINCOLN PARK CITY	\$3,060.00

MI	LIVONIA CITY	\$6,288.75
MI	MACKINAW CITY VILLAGE	\$425.00
MI	MADISON CHARTER TOWNSHIP	\$1,147.50
MI	MADISON HEIGHTS CITY	\$5,490.00
MI	MANISTEE COUNTY	\$2,715.00
MI	MANISTIQUE CITY	\$2,120.00
MI	MANTON CITY	\$1,000.00
MI	MARQUETTE COUNTY	\$3,785.00
MI	MARSHALL CITY	\$850.00
MI	MARYSVILLE CITY	\$2,020.00
MI	MASON CITY	\$1,375.50
MI	MASON COUNTY	\$3,845.50
MI	MENOMINEE CITY	\$2,024.90
MI	METAMORA TOWNSHIP	\$5,600.00
MI	MICHIGAN	\$10,666.57
MI	MIDLAND COUNTY	\$22,537.00
MI	MILFORD VILLAGE	\$3,825.00
MI	MISSAUKEE COUNTY	\$5,775.00
MI	MONROE CITY	\$2,607.50
MI	MORENCI CITY	\$2,866.27
MI	MOUNT PLEASANT CITY	\$4,675.00
MI	MUNISING CITY	\$2,125.00
MI	NEW BALTIMORE CITY	\$1,900.00
MI	NEW LOTHROP VILLAGE	\$2,437.50
MI	NEWAYGO CITY	\$1,600.00
MI	NEWAYGO COUNTY	\$2,910.00
MI	NILES CITY	\$1,920.00
MI	NORTHVILLE CITY	\$1,859.50
MI	NORTON SHORES CITY	\$3,352.50
MI	NOVI CITY	\$6,375.00
MI	NORTHVILLE TOWNSHIP	\$3,275.00
MI	OAK PARK CITY	\$10,125.00
MI	OAKLAND COUNTY	\$8,313.46
MI	OSCEOLA COUNTY	\$9,062.50
MI	OTSEGO CITY	\$2,037.50
MI	OWOSSO CITY	\$1,800.00
MI	PAW PAW VILLAGE	\$377.50
MI	PITTSFIELD CHARTER TOWNSHIP	\$13,507.50
MI	PLAINWELL CITY	\$755.00
MI	PLYMOUTH CHARTER TOWNSHIP	\$4,500.00
MI	PLYMOUTH CITY	\$2,125.00
MI	PORT HURON CITY	\$9,845.00
MI	PORTAGE CITY	\$8,775.00
MI	PORTLAND CITY	\$394.50
MI	POKAGON BAND OF POTAWATOMI	\$7,380.00
MI	RICHFIELD TOWNSHIP	\$2,122.50
MI	ROMULUS CITY	\$6,375.00
MI	ROSCOMMON COUNTY	\$2,565.00
MI	ROYAL OAK CITY	\$5,335.00

MI	SAGINAW CHARTER TOWNSHIP	\$2,495.00
MI	SAGINAW CHIPPEWA INDIAN TRIBE OF MICHIGAN	\$7,500.00
MI	SAGINAW CITY	\$7,105.50
MI	SAGINAW COUNTY	\$606.33
MI	SALINE CITY	\$357.50
MI	SANILAC COUNTY	\$4,940.00
MI	SAULT STE MARIE CITY	\$2,040.00
MI	SHELBY CHARTER TOWNSHIP	\$8,625.00
MI	SHIAWASSEE COUNTY	\$2,282.50
MI	SOUTHFIELD CITY	\$14,612.50
MI	ST CLAIR CITY	\$1,750.00
MI	ST CLAIR SHORES CITY	\$2,610.00
MI	ST JOHNS CITY	\$799.00
MI	ST JOSEPH COUNTY	\$1,900.00
MI	STERLING HEIGHTS CITY	\$3,337.77
MI	STURGIS CITY	\$2,607.50
MI	SUMPTER TOWNSHIP	\$754.99
MI	ST. CLAIR COUNTY	\$548.19
MI	TAYLOR CITY	\$12,750.00
MI	TECUMSEH CITY	\$727.65
MI	THREE RIVERS CITY	\$4,101.25
MI	TRAVERSE CITY	\$2,125.00
MI	TROY CITY	\$17,280.00
MI	TUSCOLA COUNTY	\$2,400.00
MI	UTICA CITY	\$2,200.00
MI	VAN BUREN CHARTER TOWNSHIP	\$5,425.00
MI	VAN BUREN COUNTY	\$6,667.50
MI	WALKER CITY	\$7,225.00
MI	WARREN CITY	\$1,243.51
MI	WATERFORD CHARTER TOWNSHIP	\$4,890.00
MI	WATERVLIET CITY	\$390.00
MI	WAYNE CITY	\$1,750.00
MI	WAYNE COUNTY AIRPORT AUTHORITY	\$11,955.00
MI	WEST BLOOMFIELD CHARTER TOWNSHIP	\$6,460.00
MI	WESTLAND CITY	\$12,540.00
MI	WEXFORD COUNTY	\$1,910.00
MI	WHITE LAKE CHARTER TOWNSHIP	\$1,630.00
MI	WILLIAMSTON CITY	\$2,107.50
MI	WIXOM CITY	\$7,315.00
MI	WOODHAVEN CITY	\$6,399.92
MI	WYOMING CITY	\$5,215.00
MI	ZEELAND CITY	\$1,820.50
	Totals for MI(197 Jurisdictions):	\$845,779.65
MN	AITKIN COUNTY	\$1,575.00
MN	ALBERT LEA CITY	\$1,800.00
MN	ALEXANDRIA CITY	\$4,462.50
MN	ANNANDALE CITY	\$2,410.50
MN	AUSTIN CITY	\$3,862.25
MN	BAXTER CITY	\$3,665.00

MN	BECKER CITY	\$2,000.00
MN	BELGRADE CITY	\$648.96
MN	BELLE PLAINE CITY	\$3,907.50
MN	BELTRAMI COUNTY	\$4,000.00
MN	BEMIDJI CITY	\$5,400.00
MN	BENTON COUNTY	\$3,200.00
MN	BIG STONE COUNTY	\$3,861.72
MN	BLOOMING PRARIE CITY	\$883.50
MN	BLOOMINGTON CITY	\$27,807.50
MN	BLUE EARTH COUNTY	\$2,778.00
MN	BRAINERD CITY	\$4,275.00
MN	BREEZY POINT CITY	\$2,110.50
MN	BROOKLYN PARK CITY	\$11,700.26
MN	BROWN COUNTY	\$2,070.00
MN	BUFFALO CITY	\$4,500.00
MN	BUFFALO LAKE CITY	\$865.00
MN	BURNSVILLE CITY	\$3,955.00
MN	CAMBRIDGE CITY	\$2,520.76
MN	CANNON FALLS CITY	\$2,618.97
MN	CASS COUNTY	\$4,995.00
MN	CHAMPLIN CITY	\$3,117.00
MN	CHIPPEWA COUNTY	\$4,452.00
MN	CLAY COUNTY	\$7,864.52
MN	CLOQUET CITY	\$1,856.90
MN	COLD SPRING CITY	\$3,671.40
MN	CORCORAN CITY	\$4,650.00
MN	COTTAGE GROVE CITY	\$5,246.50
MN	CROSSLAKE CITY	\$1,455.00
MN	CROW WING COUNTY	\$8,272.50
MN	COUNTY OF COTTONWOOD	\$1,200.00
MN	DETROIT LAKES CITY	\$2,045.62
MN	DOUGLAS COUNTY	\$5,250.00
MN	DULUTH CITY	\$18,000.00
MN	EAST GRAND FORKS CITY	\$1,897.95
MN	EDEN PRAIRIE CITY	\$9,378.00
MN	ELK RIVER CITY	\$2,110.50
MN	FARMINGTON CITY	\$4,500.00
MN	FERGUS FALLS CITY	\$2,518.30
MN	FOREST LAKE CITY	\$3,900.00
MN	FRIDLEY CITY	\$6,078.50
MN	GOODHUE COUNTY	\$8,800.00
MN	GRAND RAPIDS CITY	\$723.50
MN	HERMANTOWN CITY	\$3,228.71
MN	HIBBING CITY	\$8,317.50
MN	HILL CITY	\$645.00
MN	HOPKINS CITY	\$6,150.00
MN	HOUSTON COUNTY	\$2,176.50
MN	HUTCHINSON CITY	\$2,925.20
MN	INDEPENDENCE CITY	\$2,047.50

MN	ITASCA COUNTY	\$5,166.00
MN	JORDAN CITY	\$3,085.00
MN	KANDIYOHI COUNTY	\$11,226.50
MN	LAKEFIELD CITY	\$1,086.00
MN	LAKEVILLE CITY	\$2,737.11
MN	LE SUEUR CITY	\$1,845.00
MN	LE SUEUR COUNTY	\$1,152.00
MN	LINO LAKES CITY	\$2,122.50
MN	LONG PRAIRIE CITY	\$1,868.59
MN	LYON COUNTY	\$2,550.00
MN	MANKATO CITY	\$9,783.53
MN	MAPLE GROVE CITY	\$8,478.00
MN	MAPLETON CITY	\$752.22
MN	MAPLEWOOD CITY	\$7,200.00
MN	MEEKER COUNTY	\$535.95
MN	MENAHGA CITY	\$575.37
MN	MINNETONKA CITY	\$8,700.00
MN	MOORHEAD CITY	\$12,060.80
MN	NEW BRIGHTON CITY	\$2,800.00
MN	NEW HOPE CITY	\$3,400.00
MN	NEW PRAGUE CITY	\$3,493.50
MN	NICOLLET COUNTY	\$2,250.00
MN	NISSWA CITY	\$1,332.48
MN	NOBLES COUNTY	\$3,444.00
MN	NORTH BRANCH CITY	\$3,400.00
MN	NORTHFIELD CITY	\$4,725.00
MN	ORONO CITY	\$3,613.00
MN	OSSEO CITY	\$4,305.00
MN	OWATONNA CITY	\$5,100.00
MN	PLAINVIEW CITY	\$4,650.00
MN	PLYMOUTH CITY	\$8,075.00
MN	POLK COUNTY	\$9,080.00
MN	PRIOR LAKE CITY	\$6,048.00
MN	RAMSEY CITY	\$3,915.80
MN	RICE CITY	\$79.64
MN	RICHFIELD CITY	\$9,583.60
MN	ROCK COUNTY	\$3,444.00
MN	ROSEMOUNT CITY	\$4,725.00
MN	SARTELL CITY	\$3,407.55
MN	SAUK CENTRE CITY	\$1,275.00
MN	SAUK RAPIDS CITY	\$4,056.50
MN	SAVAGE CITY	\$10,369.24
MN	SHAKOPEE CITY	\$5,200.00
MN	SHERBURNE COUNTY	\$20,873.50
MN	SHOREWOOD CITY	\$3,075.00
MN	SOUTH ST PAUL CITY	\$10,332.00
MN	ST ANTHONY CITY	\$7,500.00
MN	ST CLOUD CITY	\$15,780.45
MN	ST LOUIS PARK CITY	\$16,605.00

MN	STEELE COUNTY	\$7,185.00
MN	STILLWATER CITY	\$4,600.00
MN	SWIFT COUNTY	\$2,556.21
MN	SAINT PETER	\$1,747.50
MN	THIEF RIVER FALLS CITY	\$2,325.00
MN	VIRGINIA CITY	\$6,659.50
MN	WABASHA COUNTY	\$3,210.50
MN	WADENA CITY	\$579.50
MN	WAITE PARK CITY	\$2,547.00
MN	WASECA CITY	\$1,499.99
MN	WEST ST PAUL CITY	\$4,440.00
MN	WHITE BEAR LAKE CITY	\$5,597.50
MN	WINDOM CITY	\$1,700.00
MN	WINONA COUNTY	\$5,825.00
MN	WOODBURY CITY	\$9,509.00
MN	WORTHINGTON CITY	\$3,788.40
MN	ZUMBROTA CITY	\$1,550.00
	Totals for MN(121 Jurisdictions):	\$576,534.45
MO	ARNOLD CITY	\$12,325.00
MO	ASHLAND CITY	\$1,265.78
MO	AURORA CITY	\$2,000.00
MO	BELLE CITY	\$1,300.00
MO	BELTON CITY	\$1,515.66
MO	BLUE SPRINGS CITY	\$13,685.00
MO	BOONVILLE CITY	\$4,250.00
MO	BOWLING GREEN CITY	\$2,975.00
MO	BRANSON CITY	\$6,592.50
MO	BRANSON WEST CITY	\$1,675.00
MO	BYRNES MILL CITY	\$2,677.50
MO	CALLAWAY COUNTY	\$6,375.00
MO	CAMDENTON CITY	\$2,250.00
MO	CAPE GIRARDEAU CITY	\$13,920.00
MO	CAPE GIRARDEAU COUNTY	\$8,500.00
MO	CARL JUNCTION CITY	\$1,168.50
MO	CENTRALIA CITY	\$1,812.50
MO	CHAFFEE CITY	\$1,102.50
MO	CHESTERFIELD CITY	\$7,650.00
MO	CHILLICOTHE CITY	\$3,400.00
MO	CHRISTIAN COUNTY	\$19,975.00
MO	CLAY COUNTY	\$3,587.06
MO	CLAYTON CITY	\$3,825.00
MO	CLINTON CITY	\$4,549.10
MO	COLE COUNTY	\$8,500.00
MO	CREVE COEUR CITY	\$10,175.00
MO	CRYSTAL CITY	\$5,405.56
MO	DES PERES CITY	\$4,250.00
MO	DEXTER CITY	\$1,288.80
MO	ELLISVILLE CITY	\$5,525.00
MO	EUREKA CITY	\$3,206.48

MO	FULTON CITY	\$3,502.50
MO	GLADSTONE CITY	\$10,457.51
MO	GLENDALE CITY	\$850.00
MO	GRANDVIEW CITY	\$5,040.00
MO	GREENWOOD CITY	\$3,900.00
MO	HANNIBAL CITY	\$5,578.65
MO	HAZELWOOD CITY	\$4,250.00
MO	HENRY COUNTY	\$11,687.00
MO	HIGGINSVILLE CITY	\$4,173.08
MO	HOLLISTER CITY	\$923.40
MO	HOLT COUNTY	\$3,970.00
MO	HOWELL COUNTY	\$3,376.00
MO	JACKSON COUNTY	\$1,902.14
MO	JEFFERSON CITY	\$3,847.91
MO	JEFFERSON COUNTY	\$1,805.03
MO	JOPLIN CITY	\$8,279.80
MO	KANSAS CITY	\$28,563.70
MO	KIMBERLING CITY CITY	\$999.00
MO	KIRKSVILLE CITY	\$4,230.00
MO	KIRKWOOD CITY	\$5,167.50
MO	LAKE OZARK CITY	\$4,895.00
MO	LAKE ST LOUIS CITY	\$7,920.00
MO	LAMAR CITY	\$1,600.00
MO	LEES SUMMIT CITY	\$1,262.48
MO	LIBERTY CITY	\$10,574.00
MO	LIVINGSTON COUNTY	\$1,810.00
MO	MARIONVILLE CITY	\$1,700.00
MO	MARSHALL CITY	\$3,088.00
MO	MARYVILLE CITY	\$1,692.50
MO	MISSOURI	\$1,582.87
MO	MONETT CITY	\$1,999.64
MO	MOUNTAIN GROVE CITY	\$5,525.00
MO	NEOSHO CITY	\$2,309.97
MO	NEVADA CITY	\$3,059.00
MO	NEWTON COUNTY	\$8,437.50
MO	NIXA CITY	\$11,329.89
MO	O FALLON CITY	\$14,088.38
MO	ODESSA CITY	\$5,384.45
MO	OLIVETTE CITY	\$1,087.50
MO	ORONOGO CITY	\$758.00
MO	OSAGE BEACH CITY	\$1,537.50
MO	OVERLAND CITY	\$5,365.00
MO	OZARK CITY	\$3,361.75
MO	PECULIAR CITY	\$1,700.00
MO	PERRY COUNTY	\$420.63
MO	PIEDMONT CITY	\$2,247.00
MO	PIERCE CITY	\$1,077.50
MO	PLATTE CITY	\$2,550.00
MO	PLEASANT HILL CITY	\$2,075.00

MO	PLEASANT VALLEY CITY	\$710.28
MO	POLK COUNTY	\$12,325.00
MO	POTOSI CITY	\$6,170.00
MO	PULASKI COUNTY	\$5,445.00
MO	RAYMORE CITY	\$7,793.75
MO	RAYTOWN CITY	\$11,434.03
MO	REEDS SPRING SCH DIST R-4	\$1,420.00
MO	REPUBLIC CITY	\$2,535.00
MO	RICHMOND HEIGHTS CITY	\$5,100.00
MO	RIVERSIDE CITY	\$5,340.00
MO	ROLLA CITY	\$4,375.00
MO	SCOTT COUNTY	\$7,650.00
MO	SEDALIA CITY	\$6,892.08
MO	SHANNON COUNTY	\$1,318.10
MO	SHREWSBURY CITY	\$3,825.00
MO	SIKESTON CITY	\$6,406.00
MO	SMITHVILLE CITY	\$2,895.00
MO	ST ANN CITY	\$4,650.12
MO	ST CHARLES CITY	\$10,625.00
MO	ST CHARLES COUNTY	\$403.43
MO	ST CLAIR COUNTY	\$1,598.00
MO	ST JOSEPH CITY	\$11,452.00
MO	ST PETERS CITY	\$8,075.00
MO	ST ROBERT CITY	\$6,050.00
MO	ST. JOHN P.D.	\$2,000.00
MO	STE GENEVIEVE COUNTY	\$19,550.00
MO	STONE COUNTY	\$5,720.00
MO	TANEY COUNTY	\$10,634.75
MO	TOWN AND COUNTRY CITY	\$3,400.00
MO	TROY CITY	\$4,400.00
MO	UNIVERSITY CITY	\$5,880.00
MO	VERSAILLES CITY	\$2,839.50
MO	VINITA PARK CITY	\$8,775.00
MO	WARRENSBURG CITY	\$5,941.28
MO	WARRENTON CITY	\$1,700.00
MO	WARSON WOODS CITY	\$2,219.00
MO	WASHINGTON CITY	\$3,384.50
MO	WEATHERBY LAKE CITY	\$1,940.43
MO	WEBB CITY	\$4,612.00
MO	WEBSTER COUNTY	\$2,975.00
MO	WEBSTER GROVES CITY	\$5,100.00
MO	WENTZVILLE CITY	\$4,250.00
MO	WEST PLAINS CITY	\$4,237.99
	Totals for MO(123 Jurisdictions):	\$623,715.96
MS	AMORY CITY	\$2,109.00
MS	BATESVILLE CITY	\$4,000.00
MS	BILOXI CITY	\$16,983.00
MS	BOLIVAR COUNTY	\$13,612.50
MS	BRUCE TOWN	\$6,800.00

MS	CARROLL COUNTY	\$3,481.00
MS	CARTHAGE CITY	\$4,550.00
MS	CLINTON CITY	\$7,564.23
MS	DECATUR TOWN	\$1,477.50
MS	FOREST CITY	\$2,027.70
MS	FORREST COUNTY	\$10,924.93
MS	GREENVILLE CITY	\$26,775.00
MS	HATTIESBURG CITY	\$16,532.50
MS	HAZLEHURST CITY	\$9,056.25
MS	HORN LAKE CITY	\$4,250.00
MS	JASPER COUNTY	\$7,331.25
MS	LAUDERDALE COUNTY	\$3,459.71
MS	LAUREL CITY	\$6,402.50
MS	LEE COUNTY	\$5,911.80
MS	LINCOLN COUNTY	\$6,570.00
MS	LOWNDES COUNTY	\$21,425.40
MS	LONG BEACH	\$9,000.00
MS	MERIDIAN CITY	\$10,080.00
MS	NATCHEZ CITY	\$4,056.00
MS	NEWTON CITY	\$1,275.00
MS	OKOLONA CITY	\$5,062.50
MS	OLIVE BRANCH CITY	\$17,237.50
MS	PANOLA COUNTY	\$6,620.00
MS	PASCAGOULA CITY	\$1,500.00
MS	PASS CHRISTIAN CITY	\$1,875.00
MS	PHILADELPHIA CITY	\$1,890.00
MS	PONTOTOC CITY	\$3,000.00
MS	POPLARVILLE CITY	\$3,400.00
MS	PRENTISS COUNTY	\$3,400.00
MS	RAYMOND TOWN	\$4,250.00
MS	RICHLAND CITY	\$2,007.50
MS	RIDGELAND CITY	\$17,962.50
MS	RULEVILLE CITY	\$5,071.50
MS	SENATOBIA CITY	\$1,245.00
MS	SIMPSON COUNTY	\$4,200.00
MS	STONE COUNTY	\$3,825.00
MS	SUMMIT TOWN	\$3,724.00
MS	TERRY TOWN	\$5,950.00
MS	TUPELO CITY	\$7,950.00
	Totals for MS(44 Jurisdictions):	\$305,825.77
MT	BROADWATER COUNTY	\$5,943.49
MT	BUTTE-SILVER BOW CITY AND COUNTY	\$5,004.00
MT	BOZEMAN CITY	\$10,411.00
MT	CASCADE COUNTY	\$11,739.82
MT	FERGUS COUNTY	\$1,300.00
MT	GREAT FALLS CITY	\$9,055.50
MT	HELENA CITY	\$3,824.91
MT	JEFFERSON COUNTY	\$5,899.50
MT	KALISPELL CITY	\$10,522.50

MT	LAKE COUNTY	\$4,148.91
MT	LEWIS AND CLARK COUNTY	\$3,880.00
MT	LEWISTOWN CITY	\$4,262.50
MT	LIBBY CITY	\$674.32
MT	LINCOLN COUNTY	\$3,178.02
MT	LIVINGSTON CITY	\$3,690.00
MT	MILES CITY	\$684.25
MT	MISSOULA CITY	\$17,377.20
MT	MONTANA	\$372.39
MT	PETROLEUM COUNTY	\$1,004.76
MT	RAVALLI COUNTY	\$8,331.21
MT	ROSEBUD COUNTY	\$637.70
MT	SHERIDAN COUNTY	\$2,096.00
MT	TOOLE COUNTY	\$7,650.00
MT	VALLEY COUNTY	\$950.00
MT	WHITEFISH CITY	\$1,665.50
MT	WOLF POINT CITY	\$1,794.00
	Totals for MT(26 Jurisdictions):	\$126,097.48
NC	ASHEBORO CITY	\$7,063.50
NC	ASHEVILLE CITY	\$20,486.70
NC	ATLANTIC BEACH TOWN	\$2,450.00
NC	AVERY COUNTY	\$12,320.00
NC	AYDEN TOWN	\$1,837.88
NC	BEAUFORT TOWN	\$3,868.76
NC	BELMONT CITY	\$6,547.54
NC	BLACK MOUNTAIN TOWN	\$2,185.00
NC	BLOWING ROCK TOWN	\$2,975.00
NC	BOONE TOWN	\$6,516.50
NC	BURLINGTON CITY	\$11,362.50
NC	BURNSVILLE TOWN	\$1,700.00
NC	CALDWELL COUNTY	\$22,396.57
NC	CANTON TOWN	\$2,675.00
NC	CARRBORO TOWN	\$2,523.44
NC	CARY TOWN	\$2,449.05
NC	CHAPEL HILL TOWN	\$7,650.00
NC	CHEROKEE COUNTY	\$4,222.82
NC	CHERRYVILLE CITY	\$3,230.36
NC	CLAYTON TOWN	\$4,851.00
NC	CLEVELAND COUNTY	\$759.99
NC	CLINTON CITY	\$3,295.50
NC	COLUMBUS COUNTY	\$17,029.57
NC	COLUMBUS TOWN	\$1,220.15
NC	CONCORD CITY	\$3,306.21
NC	CURRITUCK COUNTY	\$12,829.36
NC	DAVIE COUNTY	\$16,200.00
NC	DUCK TOWN	\$2,694.21
NC	DUNN CITY	\$6,506.67
NC	DURHAM CITY	\$4,195.65
NC	DURHAM COUNTY	\$2,210.38

NC	EDEN CITY	\$4,077.25
NC	EDENTON TOWN	\$2,617.48
NC	ELIZABETH TOWN	\$2,713.92
NC	ELKIN TOWN	\$7,408.90
NC	ELON COLLEGE TOWN	\$3,242.50
NC	EMERALD ISLE TOWN	\$13,160.08
NC	FUQUAY-VARINA TOWN	\$10,049.06
NC	GARNER TOWN	\$7,532.58
NC	GOLDSBORO CITY	\$9,310.76
NC	GRANVILLE COUNTY	\$12,917.50
NC	GREENVILLE CITY	\$14,910.00
NC	HAVELOCK CITY	\$2,355.00
NC	HAW RIVER TOWN	\$4,645.00
NC	HENDERSON CITY	\$9,051.00
NC	HENDERSONVILLE CITY	\$10,283.50
NC	HICKORY CITY	\$24,210.00
NC	HIGH POINT CITY	\$3,227.81
NC	HUNTERSVILLE TOWN	\$6,944.98
NC	JACKSONVILLE CITY	\$27,630.00
NC	KERNERSVILLE TOWN	\$9,550.00
NC	KILL DEVIL HILLS TOWN	\$3,140.00
NC	KINGS MOUNTAIN CITY	\$2,653.60
NC	KURE BEACH TOWN	\$3,174.50
NC	LELAND TOWN	\$3,302.28
NC	LENOIR CITY	\$4,083.63
NC	LUMBERTON CITY	\$10,125.00
NC	MACON COUNTY	\$7,645.97
NC	MADISON COUNTY	\$15,569.73
NC	MARS HILL TOWN	\$1,615.65
NC	MARTIN COUNTY	\$3,025.00
NC	MAYODAN TOWN	\$1,475.00
NC	MCDOWELL COUNTY	\$3,615.65
NC	MECKLENBURG COUNTY	\$5,225.74
NC	MINT HILL TOWN	\$13,325.00
NC	MOORE COUNTY	\$962.54
NC	MOORESVILLE TOWN	\$10,362.50
NC	MOUNT HOLLY CITY	\$2,583.20
NC	NAGS HEAD TOWN	\$1,220.00
NC	NEW BERN CITY	\$10,488.19
NC	NEWPORT TOWN	\$2,802.50
NC	NORTH CAROLINA	\$2,787.15
NC	NORTH TOPSAIL BEACH TOWN	\$1,871.04
NC	OLD FORT TOWN	\$1,000.00
NC	PASQUOTANK COUNTY	\$8,354.64
NC	PERQUIMANS COUNTY	\$2,060.50
NC	PERSON COUNTY	\$6,375.00
NC	PILOT MOUNTAIN TOWN	\$6,350.00
NC	PINEVILLE TOWN	\$6,349.53
NC	RALEIGH CITY	\$23,250.13

NC	REIDSVILLE CITY	\$8,966.75
NC	RICHMOND COUNTY	\$3,471.25
NC	ROANOKE RAPIDS CITY	\$5,303.57
NC	ROCKINGHAM COUNTY	\$8,710.00
NC	RUTHERFORD COUNTY	\$10,854.35
NC	RUTHERFORDTON TOWN	\$6,375.00
NC	SALISBURY CITY	\$8,200.00
NC	SMITHFIELD TOWN	\$1,646.94
NC	SOUTHERN PINES TOWN	\$6,142.73
NC	SOUTHERN SHORES TOWN	\$828.35
NC	SOUTHPORT CITY	\$3,025.32
NC	SPENCER TOWN	\$4,635.68
NC	SPINDALE TOWN	\$8,075.00
NC	SPRUCE PINE TOWN	\$1,125.00
NC	STALLINGS TOWN	\$1,375.00
NC	STATESVILLE CITY	\$18,050.00
NC	SUNSET BEACH TOWN	\$802.38
NC	SUGAR MOUNTAIN VILLAGE	\$1,252.50
NC	TARBORO TOWN	\$11,397.50
NC	TRANSYLVANIA COUNTY	\$13,416.54
NC	TRYON TOWN	\$2,975.00
NC	WADESBORO TOWN	\$425.00
NC	WAKE FOREST TOWN	\$8,590.45
NC	WARSAW TOWN	\$2,600.00
NC	WAXHAW TOWN	\$10,584.47
NC	WENDELL TOWN	\$6,343.00
NC	WILSON CITY	\$12,247.07
NC	WILSON COUNTY	\$8,671.73
NC	WILSON'S MILLS TOWN	\$3,207.05
NC	WINSTON SALEM CITY	\$5,042.85
NC	WRIGHTSVILLE BEACH TOWN	\$2,179.20
NC	YOUNGSVILLE TOWN	\$1,685.81
NC	ZEBULON TOWN	\$2,436.13
	Totals for NC(113 Jurisdictions):	\$740,831.92
ND	BENSON COUNTY	\$2,965.00
ND	BISMARCK CITY	\$27,759.00
ND	BOTTINEAU COUNTY	\$4,770.00
ND	BURLEIGH COUNTY	\$4,675.00
ND	DEVILS LAKE CITY	\$3,694.71
ND	DICKINSON CITY	\$11,453.30
ND	EMMONS COUNTY	\$1,699.02
ND	GRAND FORKS CITY	\$6,705.00
ND	GRAND FORKS COUNTY	\$3,255.00
ND	MCKENZIE COUNTY	\$13,643.11
ND	MERCER COUNTY	\$6,300.00
ND	MINOT CITY	\$11,475.00
ND	MORTON COUNTY	\$4,675.00
ND	OAKES CITY	\$1,250.04
ND	RAMSEY COUNTY	\$1,230.00

ND	RENVILLE COUNTY	\$1,275.00
ND	RICHLAND COUNTY	\$6,335.00
ND	SHERIDAN COUNTY	\$1,135.00
ND	STARK COUNTY	\$9,116.70
ND	VALLEY CITY	\$3,422.37
ND	WAHPETON CITY	\$2,095.00
ND	WALSH COUNTY	\$4,060.55
ND	WARD COUNTY	\$4,734.00
ND	WATFORD CITY	\$5,425.00
	Totals for ND(24 Jurisdictions):	\$143,147.80
NE	AURORA CITY	\$1,167.72
NE	BELLEVUE CITY	\$8,000.00
NE	BLAIR CITY	\$1,350.00
NE	BOONE COUNTY	\$337.00
NE	BROKEN BOW CITY	\$534.75
NE	BUFFALO COUNTY	\$2,337.50
NE	CEDAR COUNTY	\$692.58
NE	CHADRON CITY	\$1,700.00
NE	COLUMBUS CITY	\$4,135.00
NE	CRETE CITY	\$1,447.50
NE	DAKOTA COUNTY	\$5,832.50
NE	DIXON COUNTY	\$2,140.00
NE	DODGE COUNTY	\$3,450.00
NE	GOTHENBURG CITY	\$945.00
NE	GRAND ISLAND CITY	\$11,992.50
NE	HALL COUNTY	\$5,954.90
NE	HASTINGS CITY	\$3,980.75
NE	KEARNEY CITY	\$15,620.47
NE	LA VISTA CITY	\$4,000.00
NE	LEXINGTON CITY	\$2,425.00
NE	LINCOLN COUNTY	\$7,615.00
NE	NEMAHA COUNTY	\$1,189.50
NE	NORFOLK CITY	\$2,500.00
NE	NORTH PLATTE CITY	\$3,105.00
NE	PAPILLION CITY	\$5,571.00
NE	PERKINS COUNTY	\$2,125.00
NE	PHELPS COUNTY	\$690.00
NE	PLATTE COUNTY	\$2,050.00
NE	PLATTSMOUTH CITY	\$1,268.21
NE	RALSTON CITY	\$774.19
NE	SIDNEY CITY	\$3,330.00
NE	SOUTH SIOUX CITY	\$4,182.50
NE	WASHINGTON COUNTY	\$4,950.00
NE	WEST POINT CITY	\$790.09
	Totals for NE(34 Jurisdictions):	\$118,183.66
NH	ALTON TOWN	\$1,564.49
NH	BARRINGTON TOWN	\$1,048.50
NH	BEDFORD TOWN	\$5,470.00
NH	BELMONT TOWN	\$1,197.00

NH	BERLIN CITY	\$4,600.00
NH	CHESHIRE COUNTY	\$2,437.50
NH	CHESTER TOWN	\$2,158.00
NH	CLAREMONT CITY	\$8,627.25
NH	CONCORD CITY	\$13,537.50
NH	DERRY TOWN	\$13,444.65
NH	DOVER CITY	\$3,280.50
NH	DUNBARTON TOWN	\$1,101.38
NH	EPSOM TOWN	\$2,550.00
NH	EXETER TOWN	\$2,402.40
NH	FARMINGTON TOWN	\$4,455.00
NH	FREMONT TOWN	\$2,062.50
NH	GILFORD TOWN	\$2,943.89
NH	HAMPTON FALLS TOWN	\$2,112.50
NH	HANOVER TOWN	\$3,340.00
NH	HAVERHILL TOWN	\$583.75
NH	HILLSBORO TOWN	\$3,804.00
NH	HOOKSETT TOWN	\$3,132.50
NH	HUDSON TOWN	\$9,200.00
NH	JAFFREY TOWN	\$2,408.00
NH	KEENE CITY	\$4,275.00
NH	LACONIA CITY	\$2,861.00
NH	LEBANON CITY	\$928.75
NH	LEE TOWN	\$2,402.40
NH	LINCOLN TOWN	\$1,530.00
NH	LISBON TOWN	\$992.52
NH	LONDONDERRY TOWN	\$7,672.50
NH	MASON TOWN	\$1,417.50
NH	MERRIMACK TOWN	\$7,322.00
NH	MILFORD TOWN	\$2,929.50
NH	MONT VERNON TOWN	\$864.00
NH	NASHUA CITY	\$33,929.50
NH	NEWFIELDS TOWN	\$2,183.54
NH	NEWMARKET TOWN	\$2,129.02
NH	NORTH HAMPTON TOWN	\$2,015.00
NH	NOTTINGHAM TOWN	\$2,600.00
NH	PORTSMOUTH CITY	\$11,437.50
NH	ROCHESTER CITY	\$10,060.88
NH	RUMNEY TOWN	\$630.25
NH	SANDOWN TOWN	\$2,802.00
NH	SOMERSWORTH CITY	\$3,789.75
NH	SPRINGFIELD TOWN	\$450.00
NH	STRATHAM TOWN	\$598.68
NH	WAKEFIELD TOWN	\$1,758.50
NH	WARNER TOWN	\$1,700.00
NH	WINDHAM TOWN	\$3,128.13
	Totals for NH(50 Jurisdictions):	\$209,869.23
NJ	ABERDEEN TOWNSHIP	\$5,170.59
NJ	ABSECON CITY	\$4,000.00

NJ	ALLENTOWN BOROUGH	\$1,200.00
NJ	ANDOVER TOWNSHIP	\$750.00
NJ	ASBURY PARK CITY	\$5,868.50
NJ	ATLANTIC CITY	\$44,982.00
NJ	ATLANTIC HIGHLANDS BOROUGH	\$1,618.50
NJ	BARNEGAT TOWNSHIP	\$8,074.83
NJ	BAYONNE CITY	\$46,922.40
NJ	BEDMINSTER TOWNSHIP	\$2,189.50
NJ	BELLEVILLE TOWNSHIP	\$9,968.75
NJ	BELLMAWR BOROUGH	\$2,650.50
NJ	BERGENFIELD BOROUGH	\$3,272.05
NJ	BERKELEY TOWNSHIP	\$11,970.00
NJ	BERLIN BOROUGH	\$850.00
NJ	BERLIN TOWNSHIP	\$1,146.38
NJ	BERNARDSVILLE BOROUGH	\$3,661.85
NJ	BLOOMFIELD TOWNSHIP	\$14,513.80
NJ	BLOOMINGDALE BOROUGH	\$2,633.00
NJ	BOGOTA BOROUGH	\$2,975.00
NJ	BOONTON TOWNSHIP	\$4,018.00
NJ	BORDENTOWN CITY	\$3,707.07
NJ	BORDENTOWN TOWNSHIP	\$1,579.05
NJ	BOUND BROOK BOROUGH	\$6,167.72
NJ	BRICK TOWNSHIP	\$20,529.60
NJ	BRIDGETON CITY	\$3,805.59
NJ	BRIGANTINE CITY	\$3,610.26
NJ	BURLINGTON TOWNSHIP	\$14,664.86
NJ	BUTLER BOROUGH	\$2,500.00
NJ	CALDWELL BOROUGH	\$4,592.00
NJ	CAPE MAY COUNTY	\$24,800.00
NJ	CARLSTADT BOROUGH	\$2,975.00
NJ	CARNEYS POINT TOWNSHIP	\$1,722.00
NJ	CARTERET BOROUGH	\$10,317.42
NJ	CHATHAM BOROUGH	\$1,820.00
NJ	CHERRY HILL TOWNSHIP	\$16,541.60
NJ	CHESTER TOWNSHIP	\$1,603.12
NJ	CHESTERFIELD TOWNSHIP	\$2,125.00
NJ	CINNAMINSON TOWNSHIP	\$5,282.20
NJ	CLARK TOWNSHIP	\$1,300.00
NJ	CLAYTON BOROUGH	\$1,204.00
NJ	CLIFTON CITY	\$25,694.00
NJ	CRESSKILL BOROUGH	\$1,722.00
NJ	DELRAN TOWNSHIP	\$2,992.30
NJ	DEMAREST BOROUGH	\$1,297.35
NJ	DENVILLE TOWNSHIP	\$6,800.00
NJ	DOVER TOWN	\$7,220.52
NJ	DUMONT BOROUGH	\$5,956.65
NJ	DEPTFORD TOWNSHIP	\$11,350.00
NJ	EAST HANOVER TOWNSHIP	\$1,851.00
NJ	EASTAMPTON TOWNSHIP	\$2,377.70

NJ	EDGEWATER BOROUGH	\$6,805.50
NJ	EGG HARBOR CITY	\$2,437.50
NJ	EGG HARBOR TOWNSHIP	\$10,839.38
NJ	ELK TOWNSHIP	\$643.87
NJ	EMERSON BOROUGH	\$2,292.76
NJ	ENGLEWOOD CITY	\$3,825.00
NJ	ENGLEWOOD CLIFFS BOROUGH	\$2,125.00
NJ	ESSEX FELS BOROUGH	\$1,203.42
NJ	EVESHAM TOWNSHIP	\$8,521.60
NJ	EWING TOWNSHIP	\$11,868.05
NJ	EAST WINDSOR TOWNSHIP	\$9,660.53
NJ	FAIR HAVEN BOROUGH	\$7,170.00
NJ	FAIR LAWN BOROUGH	\$1,786.00
NJ	FAIRFIELD TOWNSHIP	\$1,997.50
NJ	FAIRVIEW BOROUGH	\$3,330.80
NJ	FANWOOD BOROUGH	\$573.19
NJ	FLORENCE TOWNSHIP	\$1,373.00
NJ	FLORHAM PARK BOROUGH	\$4,860.80
NJ	FORT LEE BOROUGH	\$16,049.32
NJ	FRANKLIN BOROUGH	\$2,400.00
NJ	FRANKLIN TOWNSHIP	\$2,450.00
NJ	FREEHOLD BOROUGH	\$3,219.35
NJ	FREEHOLD TOWNSHIP	\$2,235.56
NJ	GALLOWAY TOWNSHIP	\$6,878.28
NJ	GARWOOD BOROUGH	\$1,558.10
NJ	GLASSBORO BOROUGH	\$2,575.48
NJ	GLOUCESTER CITY	\$2,125.00
NJ	GREENWICH TOWNSHIP	\$2,125.00
NJ	GUTTENBERG TOWN	\$10,347.40
NJ	HACKENSACK CITY	\$10,751.04
NJ	HACKETTSTOWN TOWN	\$3,353.00
NJ	HADDON HEIGHTS BOROUGH	\$1,520.00
NJ	HADDON TOWNSHIP	\$10,256.04
NJ	HALEDON BOROUGH	\$2,438.18
NJ	HAMBURG BOROUGH	\$2,730.00
NJ	HAMILTON TOWNSHIP (MAYS LANDING)	\$5,125.00
NJ	HAMILTON TOWNSHIP (TRENTON)	\$12,016.88
NJ	HARDYSTON TOWNSHIP	\$4,382.55
NJ	HARVEY CEDARS BOROUGH	\$835.00
NJ	HASBROUCK HEIGHTS BOROUGH	\$7,822.23
NJ	HAWTHORNE BOROUGH	\$5,554.89
NJ	HAZLET TOWNSHIP	\$9,775.00
NJ	HIGHTSTOWN BOROUGH	\$1,967.48
NJ	HILLSBOROUGH TOWNSHIP	\$2,920.00
NJ	HOBOKEN CITY	\$14,439.60
NJ	HOLMDEL TOWNSHIP	\$7,068.60
NJ	HOPATCONG BOROUGH	\$1,805.13
NJ	HOWELL TOWNSHIP	\$32,214.00
NJ	IRVINGTON TOWNSHIP	\$12,339.00

NJ	JACKSON TOWNSHIP	\$7,445.19
NJ	JEFFERSON TOWNSHIP	\$2,292.76
NJ	KEANSBURG BOROUGH	\$5,868.50
NJ	KENILWORTH BOROUGH	\$1,960.00
NJ	KINNELON BOROUGH	\$1,462.91
NJ	LACEY TOWNSHIP	\$11,606.40
NJ	LAWRENCE TOWNSHIP	\$4,174.50
NJ	LINDEN CITY	\$8,000.00
NJ	LINWOOD CITY	\$1,139.56
NJ	LITTLE EGG HARBOR TOWNSHIP	\$4,592.00
NJ	LITTLE FALLS TOWNSHIP	\$1,966.25
NJ	LIVINGSTON TOWNSHIP	\$25,500.00
NJ	LODI BOROUGH	\$5,200.00
NJ	LOGAN TOWNSHIP	\$4,879.00
NJ	LONG HILL TOWNSHIP	\$9,435.65
NJ	LOWER TOWNSHIP	\$6,255.00
NJ	LYNDHURST TOWNSHIP	\$3,839.00
NJ	MADISON BOROUGH	\$4,278.40
NJ	MAGNOLIA BOROUGH	\$1,719.57
NJ	MANALAPAN TOWNSHIP	\$8,024.52
NJ	MANCHESTER TOWNSHIP	\$13,788.60
NJ	MANSFIELD TOWNSHIP	\$1,700.00
NJ	MANTOLOKING BOROUGH	\$1,489.00
NJ	MANTUA TOWNSHIP	\$3,112.50
NJ	MANVILLE BOROUGH	\$5,422.56
NJ	MAPLE SHADE TOWNSHIP	\$5,496.08
NJ	MAPLEWOOD TOWNSHIP	\$10,450.00
NJ	MARLBORO TOWNSHIP	\$6,886.00
NJ	MAYWOOD BOROUGH	\$2,694.96
NJ	MEDFORD TOWNSHIP	\$3,174.40
NJ	MERCHANTVILLE BOROUGH	\$1,950.00
NJ	METUCHEN BOROUGH	\$2,569.05
NJ	MIDDLE TOWNSHIP	\$8,671.50
NJ	MIDDLESEX BOROUGH	\$2,275.52
NJ	MIDDLETOWN TOWNSHIP	\$37,620.12
NJ	MILLVILLE CITY	\$11,380.00
NJ	MONROE TOWNSHIP	\$5,450.94
NJ	MONTCLAIR TOWNSHIP	\$25,110.93
NJ	MONTGOMERY TOWNSHIP	\$2,632.00
NJ	MONTVILLE TOWNSHIP	\$3,825.00
NJ	MOORESTOWN TOWNSHIP	\$5,882.80
NJ	MORRIS PLAINS BOROUGH	\$572.60
NJ	MORRIS TOWNSHIP	\$5,546.25
NJ	MOUNT EPHRAIM BOROUGH	\$1,191.00
NJ	MOUNT LAUREL TOWNSHIP	\$2,932.80
NJ	MOUNT OLIVE TOWNSHIP	\$9,447.20
NJ	MOUNTAIN LAKES BOROUGH	\$616.25
NJ	NEPTUNE CITY BOROUGH	\$1,283.10
NJ	NEPTUNE TOWNSHIP	\$12,650.30

NJ	NEW MILFORD BOROUGH	\$1,955.20
NJ	NEW PROVIDENCE BOROUGH	\$6,305.09
NJ	NEWTON TOWN	\$2,550.00
NJ	NORTH ARLINGTON BOROUGH	\$3,024.05
NJ	NORTH BERGEN TOWNSHIP	\$9,030.00
NJ	NORTH BRUNSWICK TOWNSHIP	\$6,377.28
NJ	NORTH CALDWELL BOROUGH	\$1,344.00
NJ	NORTH HALEDON BOROUGH	\$1,200.00
NJ	NORTH PLAINFIELD BOROUGH	\$2,740.71
NJ	NORTHFIELD CITY	\$3,029.94
NJ	NORTHVALE BOROUGH	\$5,950.00
NJ	NUTLEY TOWNSHIP	\$4,183.65
NJ	OAKLAND BOROUGH	\$5,236.00
NJ	OAKLYN BOROUGH	\$930.00
NJ	OCEAN CITY	\$5,604.50
NJ	OCEAN TOWNSHIP (OAKHURST)	\$4,941.72
NJ	OCEAN TOWNSHIP (WARETOWN)	\$5,150.96
NJ	OLD BRIDGE TOWNSHIP	\$18,250.00
NJ	OLD TAPPAN BOROUGH	\$2,630.35
NJ	ORANGE CITY TOWNSHIP	\$19,600.00
NJ	PALISADES PARK BOROUGH	\$2,337.50
NJ	PARAMUS BOROUGH	\$9,025.65
NJ	PARK RIDGE BOROUGH	\$1,600.00
NJ	PARSIPPANY-TROY HILLS TOWNSHIP	\$19,500.00
NJ	PASSAIC CITY	\$14,745.50
NJ	PAULSBORO BOROUGH	\$4,042.75
NJ	PEAPACK GLADSTONE BOROUGH	\$1,148.00
NJ	PEMBERTON BOROUGH	\$1,800.00
NJ	PEMBERTON TOWNSHIP	\$5,431.51
NJ	PENNSAUKEN TOWNSHIP	\$3,801.00
NJ	PENNSVILLE TOWNSHIP	\$1,897.50
NJ	PEQUANNOCK TOWNSHIP	\$5,028.80
NJ	PERTH AMBOY CITY	\$23,474.00
NJ	PINE HILL BOROUGH	\$2,292.76
NJ	PISCATAWAY TOWNSHIP	\$6,878.28
NJ	PLAINFIELD CITY	\$14,163.90
NJ	PLAINSBORO TOWNSHIP	\$2,363.63
NJ	PLEASANTVILLE CITY	\$8,723.40
NJ	PLUMSTED TOWNSHIP	\$1,090.95
NJ	POINT PLEASANT BOROUGH	\$5,348.00
NJ	RAHWAY CITY	\$7,069.86
NJ	RAMSEY BOROUGH	\$7,924.00
NJ	RANDOLPH TOWNSHIP	\$980.00
NJ	RARITAN BOROUGH	\$2,650.50
NJ	RARITAN TOWNSHIP	\$2,114.00
NJ	RED BANK BOROUGH	\$3,000.00
NJ	RIDGEFIELD BOROUGH	\$2,848.90
NJ	RIDGEFIELD PARK VILLAGE	\$543.74
NJ	RINGWOOD BOROUGH	\$4,792.20

NJ	RIVER EDGE BOROUGH	\$5,397.00
NJ	RIVER VALE TOWNSHIP	\$2,692.00
NJ	RIVERDALE BOROUGH	\$1,009.98
NJ	RIVERTON BOROUGH	\$945.55
NJ	ROSELAND BOROUGH	\$2,105.00
NJ	ROSELLE PARK BOROUGH	\$2,019.96
NJ	ROXBURY TOWNSHIP	\$16,723.14
NJ	RUTHERFORD BOROUGH	\$8,538.98
NJ	SADDLE BROOK TOWNSHIP	\$15,225.00
NJ	SADDLE RIVER BOROUGH	\$3,444.00
NJ	SALEM CITY	\$1,990.00
NJ	SALEM COUNTY	\$18,845.57
NJ	SCOTCH PLAINS TOWNSHIP	\$4,250.40
NJ	SECAUCUS TOWN	\$7,422.80
NJ	SOMERDALE BOROUGH	\$1,514.97
NJ	SOUTH BRUNSWICK TOWNSHIP	\$3,808.00
NJ	SOUTH HACKENSACK TOWNSHIP	\$488.80
NJ	SOUTH ORANGE VILLAGE TOWNSHIP	\$9,025.65
NJ	SOUTH RIVER BOROUGH	\$4,533.57
NJ	SPARTA TOWNSHIP	\$3,200.00
NJ	SPRING LAKE HTS BOROUGH	\$5,500.00
NJ	SUMMIT CITY	\$2,272.20
NJ	TEANECK TOWNSHIP	\$5,798.00
NJ	TENAFLY BOROUGH	\$3,360.84
NJ	TRENTON CITY	\$51,564.16
NJ	UNION BEACH BOROUGH	\$2,000.00
NJ	UNION CITY	\$42,296.80
NJ	UNION TOWNSHIP	\$34,445.00
NJ	UPPER SADDLE RIVER BOROUGH	\$2,741.25
NJ	VERNON TOWNSHIP	\$5,972.40
NJ	VINELAND CITY	\$21,996.00
NJ	VOORHEES TOWNSHIP	\$11,086.60
NJ	WALDWICK BOROUGH	\$1,552.24
NJ	WALL TOWNSHIP	\$10,729.60
NJ	WALLINGTON BOROUGH	\$1,955.20
NJ	WARREN TOWNSHIP	\$3,318.15
NJ	WASHINGTON TOWNSHIP (LONG VALLEY)	\$5,000.00
NJ	WASHINGTON TOWNSHIP (SEWELL)	\$10,317.42
NJ	WAYNE TOWNSHIP	\$9,632.00
NJ	WEEHAWKEN TOWNSHIP	\$17,195.70
NJ	WEST DEPTFORD TOWNSHIP	\$4,039.92
NJ	WEST LONG BRANCH BOROUGH	\$3,438.00
NJ	WEST MILFORD TOWNSHIP	\$3,387.66
NJ	WEST NEW YORK TOWN	\$17,500.00
NJ	WEST ORANGE TOWNSHIP	\$13,995.45
NJ	WEST PATERSON BOROUGH	\$5,958.00
NJ	WEST WILDWOOD BOROUGH	\$800.00
NJ	WESTAMPTON TOWNSHIP	\$6,603.03
NJ	WESTFIELD TOWN	\$14,005.80

NJ	WESTWOOD BOROUGH	\$4,012.33
NJ	WHARTON BOROUGH	\$3,925.44
NJ	WILDWOOD CITY	\$8,994.00
NJ	WILDWOOD CREST BOROUGH	\$4,922.50
NJ	WINSLOW TOWNSHIP	\$9,171.04
NJ	WOODBURY CITY	\$6,110.00
NJ	WOODCLIFF LAKE BOROUGH	\$2,104.28
	Totals for NJ(254 Jurisdictions):	\$1,722,126.50
NM	ALAMOGORDO CITY	\$10,624.95
NM	BERNALILLO COUNTY	\$5,510.35
NM	BERNALILLO TOWN	\$3,843.00
NM	BLOOMFIELD CITY	\$8,010.00
NM	BOSQUE FARMS VILLAGE	\$2,799.00
NM	CLOVIS CITY	\$11,640.00
NM	CURRY COUNTY	\$16,695.00
NM	DEMING CITY	\$4,846.50
NM	EDDY COUNTY	\$15,120.00
NM	FARMINGTON CITY	\$24,650.00
NM	GRANT COUNTY	\$5,418.00
NM	HOBBS CITY	\$31,440.00
NM	LINCOLN COUNTY	\$8,217.00
NM	LOGAN VILLAGE	\$422.96
NM	LOS LUNAS VILLAGE	\$3,260.00
NM	LOS ALAMOS COUNTY	\$7,807.92
NM	RIO ARriba COUNTY	\$3,150.00
NM	RUIDOSO VILLAGE	\$3,442.50
NM	SANTA FE CITY	\$31,626.00
NM	SANTA FE COUNTY	\$1,633.89
NM	TAOS TOWN	\$4,131.00
NM	VALENCIA COUNTY	\$9,862.50
	Totals for NM(22 Jurisdictions):	\$214,150.57
NV	BOULDER CITY	\$4,556.00
NV	CLARK COUNTY SCH DIST	\$1,038.24
NV	ELKO CITY	\$1,700.00
NV	ELKO COUNTY	\$13,500.00
NV	EUREKA COUNTY	\$3,870.00
NV	FALLON CITY	\$4,024.96
NV	HUMBOLDT COUNTY	\$18,170.00
NV	LANDER COUNTY	\$8,535.00
NV	LYON COUNTY	\$27,029.74
NV	MESQUITE CITY	\$5,410.00
NV	NEVADA	\$1,535.41
NV	RENO CITY	\$2,335.14
NV	STOREY COUNTY	\$13,374.88
NV	WINNEMUCCA CITY	\$5,862.50
	Totals for NV(14 Jurisdictions):	\$110,941.87
NY	ALBANY CITY	\$73,796.13
NY	ALFRED VILLAGE	\$4,919.60
NY	ALLEGANY COUNTY	\$5,027.46

NY	AMITYVILLE VILLAGE	\$2,400.00
NY	AMSTERDAM CITY	\$4,950.00
NY	ARCADE VILLAGE	\$1,765.80
NY	AUBURN CITY	\$16,150.00
NY	AVON VILLAGE	\$225.00
NY	BALLSTON SPA VILLAGE	\$7,630.00
NY	BATAVIA CITY	\$5,153.70
NY	BEACON CITY	\$4,494.75
NY	BEDFORD TOWN	\$1,399.00
NY	BINGHAMTON CITY	\$17,425.00
NY	BLASDELL VILLAGE	\$2,745.00
NY	BOONVILLE VILLAGE	\$1,774.50
NY	BREWSTER VILLAGE	\$3,150.00
NY	BROCKPORT VILLAGE	\$715.95
NY	BRONXVILLE VILLAGE	\$2,871.18
NY	CAMBRIDGE VILLAGE	\$373.00
NY	CAMILLUS TOWN	\$6,385.50
NY	CANANDAIGUA CITY	\$2,122.20
NY	CARMEL TOWN	\$5,755.90
NY	CATTARAUGUS COUNTY	\$12,125.00
NY	CAYUGA COUNTY	\$6,037.50
NY	CAYUGA HEIGHTS VILLAGE	\$4,498.20
NY	CHATHAM VILLAGE	\$6,055.76
NY	CHEEKTOWAGA TOWN	\$7,840.75
NY	CHEMUNG COUNTY	\$7,650.00
NY	CHENANGO COUNTY	\$7,444.50
NY	CHESTER TOWN	\$2,513.88
NY	CICERO TOWN	\$4,000.00
NY	CLARKSTOWN TOWN	\$24,220.60
NY	CLINTON COUNTY	\$1,700.00
NY	COHOES CITY	\$5,864.00
NY	COLONIE TOWN	\$10,500.00
NY	COLUMBIA COUNTY	\$10,625.00
NY	CORFU VILLAGE	\$3,528.18
NY	CORNING CITY	\$1,873.50
NY	CORNWALL ON HUDSON VILLAGE	\$877.50
NY	CORNWALL TOWN	\$2,450.00
NY	CORTLAND CITY	\$5,748.00
NY	CORTLAND COUNTY	\$8,041.00
NY	CROTON ON HUDSON VILLAGE	\$3,150.00
NY	CUBA TOWN	\$4,100.00
NY	DANSVILLE VILLAGE	\$3,185.00
NY	DE WITT TOWN	\$4,250.00
NY	DELAWARE COUNTY	\$11,140.00
NY	DEPEW VILLAGE	\$6,071.20
NY	DOBBS FERRY VILLAGE	\$914.29
NY	DOLGEVILLE VILLAGE	\$2,550.00
NY	DUNKIRK CITY	\$3,149.60
NY	EAST AURORA VILLAGE	\$2,347.29

NY	EAST FISHKILL TOWN	\$4,250.00
NY	EAST GREENBUSH TOWN	\$5,500.00
NY	EAST HAMPTON TOWN	\$6,375.00
NY	EASTCHESTER TOWN	\$3,918.00
NY	ELMIRA CITY	\$10,784.45
NY	ELMIRA HEIGHTS VILLAGE	\$2,607.45
NY	ENDICOTT VILLAGE	\$6,611.75
NY	EVANS TOWN	\$5,717.42
NY	FALLSBURG TOWN	\$1,275.00
NY	FRANKFORT TOWN	\$2,975.00
NY	FRANKFORT VILLAGE	\$1,700.00
NY	FRANKLIN COUNTY	\$1,400.00
NY	FREEPORT VILLAGE	\$6,125.40
NY	FULTON CITY	\$1,863.00
NY	GARDEN CITY VILLAGE	\$6,491.94
NY	GATES TOWN	\$2,863.80
NY	GEDDES TOWN	\$2,698.02
NY	GENESEO VILLAGE	\$1,894.00
NY	GENEVA CITY	\$6,565.00
NY	GLENVILLE TOWN	\$5,717.42
NY	GOSHEN VILLAGE	\$3,160.00
NY	GRAND ISLAND TOWN	\$2,017.50
NY	GRANVILLE VILLAGE	\$4,417.50
NY	GREAT NECK ESTATES VILLAGE	\$2,773.47
NY	GREECE TOWN	\$21,785.40
NY	GREENBURGH TOWN	\$1,271.46
NY	GREENE COUNTY	\$4,125.00
NY	GREENWOOD LAKE VILLAGE	\$906.75
NY	GROTON VILLAGE	\$457.15
NY	GUILDERLAND TOWN	\$4,919.24
NY	HAMBURG TOWN	\$6,800.00
NY	HARRIMAN VILLAGE	\$1,492.90
NY	HEMPSTEAD VILLAGE	\$14,757.25
NY	HIGHLAND FALLS VILLAGE	\$3,291.30
NY	HOOSICK FALLS VILLAGE	\$4,000.00
NY	HUDSON FALLS VILLAGE	\$2,550.00
NY	HUNTINGTON BAY VILLAGE	\$1,776.90
NY	HYDE PARK TOWN	\$2,540.44
NY	ILION VILLAGE	\$3,900.00
NY	INTERLAKEN VILLAGE	\$1,656.00
NY	IRONDEQUOIT TOWN	\$6,712.50
NY	JAMESTOWN CITY	\$3,719.50
NY	JOHNSON CITY VILLAGE	\$3,895.50
NY	KENMORE VILLAGE	\$2,863.00
NY	LACKAWANNA CITY	\$5,378.70
NY	LAKE SUCCESS VILLAGE	\$1,046.70
NY	LANCASTER TOWN	\$5,950.00
NY	LE ROY VILLAGE	\$3,680.80
NY	LIBERTY VILLAGE	\$3,400.00

NY	LITTLE FALLS CITY	\$2,219.64
NY	LIVINGSTON COUNTY	\$12,298.00
NY	LOCKPORT CITY	\$19,403.18
NY	LONG BEACH CITY	\$1,800.00
NY	MACEDON TOWN	\$2,817.50
NY	MADISON COUNTY	\$25,850.00
NY	MALVERNE VILLAGE	\$496.26
NY	MAMARONECK TOWN	\$12,324.96
NY	MAMARONECK VILLAGE	\$2,553.53
NY	MANLIUS TOWN	\$4,712.40
NY	MIDDLEPORT VILLAGE	\$1,900.00
NY	MIDDLETOWN CITY	\$6,400.00
NY	MOHAWK VILLAGE	\$1,062.00
NY	MONROE VILLAGE	\$2,625.00
NY	MONTGOMERY VILLAGE	\$2,054.34
NY	MONTICELLO VILLAGE	\$4,125.00
NY	MOUNT VERNON CITY	\$14,720.00
NY	NEW BERLIN TOWN	\$1,702.80
NY	NEW CASTLE TOWN	\$3,150.00
NY	NEW HARTFORD TOWN	\$3,732.00
NY	NEW PALTZ	\$4,250.00
NY	NEW ROCHELLE CITY	\$26,283.75
NY	NEW WINDSOR TOWN	\$7,225.00
NY	NEW YORK MILLS VILLAGE	\$1,969.95
NY	NEWARK VILLAGE	\$1,020.00
NY	NEWBURGH CITY	\$8,500.00
NY	NEWFANE TOWN	\$1,275.00
NY	NISKAYUNA TOWN	\$3,040.24
NY	NORTH CASTLE TOWN	\$5,250.00
NY	NORTH GREENBUSH TOWN	\$3,060.00
NY	NORTH SALEM TOWN	\$1,600.00
NY	NORTH SYRACUSE VILLAGE	\$2,535.00
NY	NORWICH CITY	\$1,700.00
NY	OGDEN TOWN	\$1,275.00
NY	OLD WESTBURY VILLAGE	\$3,958.00
NY	ONEIDA CITY	\$4,987.50
NY	ORISKANY VILLAGE	\$2,550.00
NY	ORLEANS COUNTY	\$13,108.25
NY	OSWEGO CITY	\$9,804.15
NY	OWEGO VILLAGE	\$3,028.75
NY	PALMYRA VILLAGE	\$4,250.00
NY	PEEKSKILL CITY	\$6,688.98
NY	PENN YAN VILLAGE	\$2,550.00
NY	PIERMONT VILLAGE	\$850.00
NY	PLATTSBURGH CITY	\$5,625.00
NY	PORT CHESTER VILLAGE	\$1,568.15
NY	PORT JERVIS CITY	\$5,700.00
NY	POTSDAM VILLAGE	\$1,492.50
NY	POUGHKEEPSIE CITY	\$17,000.00

NY	POUGHKEEPSIE TOWN	\$8,954.70
NY	PORT WASHINGTON POLICE DISTRICT	\$27,200.00
NY	QUOGUE VILLAGE	\$1,417.50
NY	RENSSELAER CITY	\$4,774.00
NY	RHINEBECK VILLAGE	\$5,467.50
NY	ROME CITY	\$8,428.00
NY	ROTTERDAM TOWN	\$2,550.00
NY	RYE BROOK VILLAGE	\$3,425.00
NY	RYE CITY	\$4,794.50
NY	SAG HARBOR VILLAGE	\$3,473.82
NY	SARANAC LAKE VILLAGE	\$5,525.00
NY	SAUGERTIES TOWN	\$8,450.00
NY	SCHENECTADY CITY	\$34,844.42
NY	SCHOHARIE COUNTY	\$11,001.50
NY	SCOTIA VILLAGE	\$1,092.00
NY	SENECA COUNTY	\$3,582.96
NY	SENECA FALLS VILLAGE	\$1,956.00
NY	SHELTER ISLAND TOWN	\$930.15
NY	SHERRILL CITY	\$3,476.55
NY	SLEEPY HOLLOW VILLAGE	\$3,282.96
NY	SOLVAY VILLAGE	\$2,453.60
NY	SOUTHAMPTON TOWNSHIP	\$7,359.60
NY	SOUTHAMPTON VILLAGE	\$13,291.41
NY	SOUTHOLD TOWN	\$13,104.00
NY	SPRING VALLEY VILLAGE	\$9,964.24
NY	SPRINGVILLE VILLAGE	\$1,200.00
NY	ST. REGIS BAND OF MOHAWK INDIANS	\$7,650.00
NY	STEUBEN COUNTY	\$10,625.00
NY	STONY POINT TOWN	\$2,550.00
NY	SUFFERN VILLAGE	\$2,649.50
NY	TARRYTOWN VILLAGE	\$850.00
NY	TROY CITY	\$6,375.00
NY	TUCKAHOE VILLAGE	\$2,444.00
NY	TUPPER LAKE VILLAGE	\$937.50
NY	ULSTER TOWN	\$3,505.60
NY	VERNON VILLAGE	\$1,600.00
NY	VESTAL TOWN	\$9,086.25
NY	WALDEN VILLAGE	\$2,929.12
NY	WALLKILL TOWN	\$3,242.32
NY	WARWICK TOWN	\$9,200.00
NY	WASHINGTON COUNTY	\$35,072.50
NY	WATERFRONT COMM OF NEW YORK HARBOR	\$2,125.00
NY	WATERLOO VILLAGE	\$1,619.40
NY	WAVERLY VILLAGE	\$3,825.00
NY	WAYNE COUNTY	\$14,875.00
NY	WELLSVILLE VILLAGE	\$800.00
NY	WEST SENECA TOWN	\$2,979.90
NY	WESTHAMPTON BEACH VILLAGE	\$8,450.00
NY	WHITE PLAINS CITY	\$19,963.60

NY	WHITESBORO VILLAGE	\$2,125.00
NY	WHITESTOWN TOWN	\$3,400.00
NY	WOODSTOCK TOWN	\$2,125.00
NY	WYOMING COUNTY	\$6,800.00
NY	YATES COUNTY	\$11,550.00
NY	YORKTOWN TOWN	\$7,393.20
	Totals for NY(205 Jurisdictions):	\$1,215,097.16
OH	ARCHBOLD VILLAGE	\$1,535.25
OH	ASHLAND COUNTY	\$6,375.00
OH	ASHTABULA CITY	\$17,389.35
OH	ATHENS CITY	\$6,455.00
OH	BARBERTON CITY	\$5,525.00
OH	BAY VILLAGE CITY	\$2,479.00
OH	BEACHWOOD CITY	\$7,683.33
OH	BEAVERCREEK CITY	\$8,604.00
OH	BEDFORD HEIGHTS CITY	\$5,225.00
OH	BELLEFONTAINE CITY	\$711.25
OH	BEXLEY CITY	\$2,612.50
OH	BRECKSVILLE CITY	\$5,100.00
OH	BRIMFIELD TOWNSHIP	\$6,575.55
OH	BRUNSWICK HILLS TOWNSHIP	\$400.00
OH	BUTLER TOWNSHIP	\$4,325.80
OH	CANFIELD CITY	\$2,955.60
OH	CANTON CITY	\$12,690.00
OH	CARROLL VILLAGE	\$2,311.25
OH	CHAGRIN FALLS VILLAGE	\$2,460.00
OH	CHARDON VILLAGE	\$2,125.00
OH	CHILLICOTHE CITY	\$3,748.60
OH	CLEAR CREEK TOWNSHIP	\$3,037.50
OH	COITSVILLE TOWNSHIP	\$3,400.00
OH	COLERAIN TOWNSHIP	\$8,747.92
OH	CORTLAND CITY	\$1,660.00
OH	DEER PARK CITY	\$2,040.00
OH	DEFIANCE CITY	\$2,452.98
OH	DELAWARE CITY	\$10,371.08
OH	DELHI TOWNSHIP	\$6,332.50
OH	DOYLESTOWN VILLAGE	\$1,200.00
OH	DUBLIN CITY	\$2,446.50
OH	EUCLID CITY	\$17,425.00
OH	FAIRFIELD CITY	\$9,729.00
OH	FAIRLAWN CITY	\$5,344.05
OH	FINDLAY CITY	\$6,190.48
OH	FOREST PARK CITY	\$4,392.00
OH	GALLIA COUNTY	\$4,250.00
OH	GENOA TOWNSHIP	\$3,292.50
OH	GOSHEN TOWNSHIP	\$1,382.33
OH	GREENVILLE CITY	\$5,400.00
OH	GROVE CITY	\$7,244.93
OH	GROVEPORT VILLAGE	\$1,850.30

OH	HANCOCK COUNTY	\$9,248.50
OH	HIGHLAND HEIGHTS CITY	\$2,479.90
OH	HILLIARD CITY	\$4,700.00
OH	HILLSBORO CITY	\$2,180.48
OH	HIRAM VILLAGE	\$2,843.10
OH	HOCKING COUNTY	\$17,543.25
OH	HOLLAND VILLAGE	\$2,500.00
OH	HOWLAND TOWNSHIP	\$7,030.00
OH	HUBER HEIGHTS CITY	\$5,848.24
OH	HURON COUNTY	\$2,133.00
OH	JACKSON TOWNSHIP	\$6,375.00
OH	KENTON CITY	\$1,091.52
OH	LAKEWOOD CITY	\$4,360.00
OH	LANCASTER CITY	\$11,937.50
OH	LIMA CITY	\$11,050.00
OH	LOGAN COUNTY	\$5,345.43
OH	LORAIN CITY	\$1,060.00
OH	LUCKEY VILLAGE	\$1,266.66
OH	LYNDHURST CITY	\$4,328.25
OH	MANSFIELD CITY	\$6,800.00
OH	MAPLE HEIGHTS CITY	\$6,525.00
OH	MARIEMONT VILLAGE	\$1,200.00
OH	MARIETTA CITY	\$4,675.00
OH	MARYSVILLE CITY	\$5,169.19
OH	MASON CITY	\$4,038.00
OH	MAUMEE CITY	\$5,100.00
OH	MAYFIELD VILLAGE	\$4,339.83
OH	MEDINA CITY	\$10,819.00
OH	MENTOR CITY	\$9,129.25
OH	MIAMI TOWNSHIP	\$5,713.00
OH	MIAMISBURG CITY	\$5,904.38
OH	MONROE CITY	\$2,460.63
OH	MORAINES CITY	\$2,380.75
OH	MORELAND HILLS VILLAGE	\$2,250.00
OH	MORROW VILLAGE	\$3,697.50
OH	MOUNT HEALTHY CITY	\$1,428.00
OH	MUSKINGUM COUNTY	\$7,603.12
OH	NEWARK CITY	\$3,400.00
OH	NORTH OLMSTED CITY	\$15,400.00
OH	NORTHFIELD VILLAGE	\$4,200.00
OH	OBERLIN CITY	\$1,700.00
OH	OREGON CITY	\$5,634.00
OH	OTTAWA COUNTY	\$5,773.37
OH	OTTAWA HILLS VILLAGE	\$4,619.25
OH	OXFORD CITY	\$3,825.00
OH	PARMA CITY	\$6,242.00
OH	PERRY TOWNSHIP	\$4,947.15
OH	PERRYSBURG CITY	\$4,250.00
OH	PICKAWAY COUNTY	\$11,154.38

OH	PIQUA CITY	\$3,075.72
OH	PERRY TOWNSHIP	\$2,078.48
OH	RAVENNA CITY	\$3,706.50
OH	REMINDERVILLE VILLAGE	\$1,246.33
OH	REYNOLDSBURG CITY	\$9,222.50
OH	SANDUSKY CITY	\$16,030.00
OH	SANDUSKY COUNTY	\$17,000.00
OH	SENECA COUNTY	\$19,261.63
OH	SHAKER HEIGHTS CITY	\$9,306.00
OH	SHARONVILLE CITY	\$8,375.00
OH	SHELBY CITY	\$897.50
OH	SIDNEY CITY	\$12,892.08
OH	SILVER LAKE VILLAGE	\$1,275.00
OH	SOUTH EUCLID CITY	\$4,689.00
OH	SPRINGFIELD CITY	\$23,550.93
OH	STOW CITY	\$3,272.35
OH	STRUTHERS CITY	\$3,278.25
OH	SYLVANIA TOWNSHIP	\$6,487.50
OH	TROTWOOD CITY	\$7,285.00
OH	TROY CITY	\$3,827.64
OH	TUSCARAWAS COUNTY	\$6,339.50
OH	TALLMADGE	\$6,075.00
OH	UNION CITY	\$1,080.82
OH	UNION COUNTY	\$7,612.80
OH	UNIVERSITY HEIGHTS CITY	\$2,537.50
OH	UPPER ARLINGTON CITY	\$4,754.25
OH	URBANA CITY	\$800.00
OH	VALLEY VIEW VILLAGE	\$1,324.50
OH	VANDALIA CITY	\$7,081.95
OH	VERMILION CITY	\$2,125.00
OH	WADSWORTH CITY	\$2,550.00
OH	WALTON HILLS VILLAGE	\$1,880.00
OH	WARREN CITY	\$4,674.00
OH	WARRENSVILLE HEIGHTS CITY	\$2,000.00
OH	WASHINGTON COUNTY	\$10,800.00
OH	WEST MILTON VILLAGE	\$1,247.32
OH	WESTERVILLE CITY	\$4,250.00
OH	WHITEHALL CITY	\$12,650.00
OH	WILLOUGHBY CITY	\$8,500.00
OH	WILLOUGHBY HILLS CITY	\$7,022.50
OH	WORTHINGTON CITY	\$6,025.00
OH	XENIA CITY	\$2,550.00
OH	YOUNGSTOWN CITY	\$12,800.00
	Totals for OH(134 Jurisdictions):	\$752,611.73
OK	ADA CITY	\$5,649.00
OK	ARDMORE CITY	\$2,125.00
OK	BARTLESVILLE CITY	\$8,682.50
OK	BETHANY CITY	\$10,791.00
OK	BIXBY CITY	\$4,927.50

OK	CANADIAN COUNTY	\$2,083.12
OK	CHOCTAW CITY	\$1,127.50
OK	CHOUTEAU TOWN	\$5,525.00
OK	CLAREMORE CITY	\$4,550.00
OK	CLEVELAND COUNTY	\$3,425.18
OK	CLINTON CITY	\$3,429.00
OK	COLLINSVILLE CITY	\$1,080.00
OK	CUSHING CITY	\$8,442.00
OK	DURANT CITY	\$12,325.00
OK	EL RENO CITY	\$2,536.88
OK	GUTHRIE CITY	\$8,073.38
OK	INOLA TOWN	\$2,538.00
OK	MOORE CITY	\$9,240.00
OK	MUSCOGEE CREEK NATION	\$478.42
OK	MUSKOGEE CITY	\$3,034.50
OK	MUSTANG CITY	\$7,322.00
OK	NOBLE CITY	\$2,824.50
OK	OKLAHOMA	\$15,513.41
OK	OKMULGEE CITY	\$5,849.91
OK	OWASSO CITY	\$6,800.00
OK	PAYNE COUNTY	\$9,773.52
OK	PRYOR CREEK CITY	\$4,250.00
OK	ROGERS COUNTY	\$5,525.00
OK	SAND SPRINGS CITY	\$7,012.50
OK	SHAWNEE CITY	\$6,075.00
OK	STILLWATER CITY	\$37,825.00
OK	STROUD CITY	\$398.50
OK	TAHLEQUAH CITY	\$10,114.00
OK	TUTTLE CITY	\$2,030.63
OK	WOODWARD CITY	\$1,725.00
	Totals for OK(35 Jurisdictions):	\$223,101.95
OR	ALBANY CITY	\$6,720.00
OR	ASHLAND CITY	\$7,748.50
OR	ASTORIA CITY	\$4,800.00
OR	AUMSVILLE CITY	\$841.50
OR	BAKER COUNTY	\$2,725.50
OR	BEAVERTON CITY	\$21,000.00
OR	BENTON COUNTY	\$19,550.00
OR	BROOKINGS CITY	\$4,192.00
OR	BURNS CITY	\$1,290.00
OR	CANBY CITY	\$3,360.00
OR	CANNON BEACH CITY	\$2,361.76
OR	CARLTON CITY	\$1,650.00
OR	COLUMBIA COUNTY	\$14,050.00
OR	COOS BAY CITY	\$1,290.00
OR	CORVALLIS CITY	\$16,830.00
OR	DALLAS CITY	\$6,111.00
OR	FLORENCE CITY	\$3,400.00
OR	FOREST GROVE CITY	\$2,312.50

OR	GLADSTONE CITY	\$3,640.00
OR	HARNEY COUNTY	\$2,300.00
OR	HERMISTON CITY	\$6,833.75
OR	HOOD RIVER CITY	\$1,511.00
OR	HUBBARD CITY	\$1,160.00
OR	JOSEPHINE COUNTY	\$7,670.00
OR	KEIZER CITY	\$6,735.00
OR	KLAMATH COUNTY	\$9,675.00
OR	KLAMATH FALLS CITY	\$6,000.00
OR	LA GRANDE CITY	\$1,710.00
OR	LAKE OSWEGO CITY	\$6,450.00
OR	LEBANON CITY	\$2,940.00
OR	LINCOLN CITY	\$5,805.00
OR	LINCOLN COUNTY	\$16,200.00
OR	MCMINNVILLE CITY	\$6,796.00
OR	MILTON FREEWATER CITY	\$3,750.00
OR	MILWAUKIE CITY	\$2,350.00
OR	MOLALLA CITY	\$5,805.00
OR	MONMOUTH TOWN	\$3,225.00
OR	NYSSA CITY	\$2,220.00
OR	OREGON CITY	\$5,950.00
OR	POLK COUNTY	\$6,723.00
OR	PRINEVILLE CITY	\$4,240.00
OR	REDMOND CITY	\$7,140.00
OR	REEDSPORT CITY	\$3,084.50
OR	ROSEBURG CITY	\$3,810.00
OR	SILVERTON CITY	\$3,075.00
OR	SPRINGFIELD CITY	\$10,760.84
OR	ST HELENS CITY	\$6,860.00
OR	STAYTON CITY	\$2,754.00
OR	SUTHERLIN CITY	\$1,425.00
OR	TILLAMOOK CITY	\$747.00
OR	TILLAMOOK COUNTY	\$10,815.00
OR	TOLEDO CITY	\$2,172.00
OR	TUALATIN CITY	\$7,265.50
OR	UNION COUNTY	\$17,415.00
OR	WARRENTON CITY	\$2,550.00
OR	WASCO COUNTY	\$10,137.50
OR	WINSTON CITY	\$790.00
OR	WOODBURN CITY	\$1,230.00
	Totals for OR(58 Jurisdictions):	\$331,952.85
PA	ABINGTON TOWNSHIP	\$11,430.00
PA	ADAMS TOWNSHIP	\$1,641.00
PA	ALBURTIS BOROUGH	\$2,606.58
PA	ALLEGHENY COUNTY HOUSING AUTHORITY	\$2,250.00
PA	ALLEGHENY TOWNSHIP	\$5,524.97
PA	ALTOONA CITY	\$13,446.00
PA	AMITY TOWNSHIP	\$2,033.63
PA	ARCHBALD BOROUGH	\$8,498.22

PA	ARMSTRONG COUNTY	\$4,154.15
PA	ATHENS BOROUGH	\$1,637.00
PA	BALDWIN BOROUGH	\$8,547.50
PA	BALDWIN TOWNSHIP	\$921.74
PA	BEAVER BOROUGH	\$1,389.00
PA	BEDFORD COUNTY	\$7,500.00
PA	BELL ACRES BOROUGH	\$612.50
PA	BELLEVUE BOROUGH	\$1,837.50
PA	BENSALEM TOWNSHIP	\$15,951.26
PA	BERLIN BOROUGH	\$425.00
PA	BETHEL PARK MUNICIPALITY	\$10,000.00
PA	BETHLEHEM CITY	\$17,425.00
PA	BRADFORD CITY	\$700.00
PA	BRECKNOCK TOWNSHIP	\$1,973.18
PA	BRIAR CREEK TOWNSHIP	\$2,622.00
PA	BRIDGEVILLE BOROUGH	\$4,249.50
PA	BRISTOL TOWNSHIP	\$8,756.93
PA	BROCKWAY BOROUGH	\$1,185.00
PA	BROOKHAVEN BOROUGH	\$2,291.63
PA	BROOKVILLE BOROUGH	\$854.79
PA	BUCKINGHAM TOWNSHIP	\$492.10
PA	BUFFALO TOWNSHIP	\$2,125.00
PA	BUTLER CITY	\$1,275.00
PA	CALN TOWNSHIP	\$4,259.97
PA	CARBON COUNTY	\$8,500.00
PA	CARLISLE BOROUGH	\$4,113.00
PA	CARNEGIE BOROUGH	\$3,600.00
PA	CARROLL TOWNSHIP	\$1,614.00
PA	CASTLE SHANNON BOROUGH	\$5,899.30
PA	CATASAUQUA BOROUGH	\$1,321.22
PA	CENTRAL BUCKS REGIONAL POLICE DEPT	\$3,747.50
PA	CHAMBERSBURG BOROUGH	\$12,676.73
PA	CHARLEROI BOROUGH	\$2,800.00
PA	CHELTENHAM TOWNSHIP	\$10,323.27
PA	CHESTER CITY	\$7,364.63
PA	CHRISTIANA BOROUGH	\$1,537.50
PA	CLARION COUNTY	\$1,725.00
PA	CLARKS SUMMIT BOROUGH	\$742.50
PA	CLAY TOWNSHIP	\$11,150.02
PA	CLEARFIELD COUNTY	\$1,000.00
PA	COAL TOWNSHIP	\$2,037.50
PA	COLLEGEVILLE BOROUGH	\$2,084.52
PA	CONEWAGO TOWNSHIP	\$1,069.95
PA	CRANBERRY TOWNSHIP	\$7,410.50
PA	CUMRU TOWNSHIP	\$1,275.00
PA	DALLAS TOWNSHIP	\$5,769.50
PA	DANVILLE BOROUGH	\$2,550.00
PA	DARBY BOROUGH	\$3,945.65
PA	DARBY TOWNSHIP	\$7,768.15

PA	DERRY TOWNSHIP	\$5,841.50
PA	DOUGLASS TOWNSHIP	\$650.00
PA	DOVER TOWNSHIP	\$6,611.25
PA	DOWNINGTOWN BOROUGH	\$4,415.84
PA	DOYLESTOWN TOWNSHIP	\$2,998.14
PA	DUBLIN BOROUGH	\$985.00
PA	EAST HEMPFIELD TOWNSHIP	\$4,312.50
PA	EAST PENNSBORO TOWNSHIP	\$8,088.74
PA	EAST STROUDSBURG AREA SCH DIST	\$4,400.00
PA	EAST WHITELAND TOWNSHIP	\$4,046.36
PA	EASTON CITY	\$7,280.28
PA	EDINBORO BOROUGH	\$2,918.00
PA	ELIZABETH BOROUGH	\$3,587.50
PA	ELIZABETHTOWN BOROUGH	\$1,032.50
PA	ELK COUNTY	\$2,025.98
PA	ELLWOOD CITY BOROUGH	\$3,777.50
PA	EMMAUS BOROUGH	\$2,762.98
PA	EPHRATA BOROUGH	\$7,323.00
PA	ERIE CITY	\$32,375.00
PA	EXETER TOWNSHIP	\$2,592.48
PA	FAIRVIEW TOWNSHIP	\$3,727.23
PA	FARRELL CITY	\$1,700.00
PA	FERGUSON TOWNSHIP	\$1,980.00
PA	FLEETWOOD BOROUGH	\$2,533.80
PA	GLENOLDEN BOROUGH	\$1,223.86
PA	GREENSBURG CITY	\$2,427.00
PA	GREENVILLE BOROUGH	\$5,902.00
PA	GROVE CITY BOROUGH	\$1,968.00
PA	HANOVER BOROUGH	\$5,040.00
PA	HARRISON TOWNSHIP	\$3,412.46
PA	HARRISVILLE BOROUGH	\$1,275.00
PA	HATBORO BOROUGH	\$1,665.00
PA	HATFIELD TOWNSHIP	\$6,540.00
PA	HAVERFORD TOWNSHIP	\$9,896.00
PA	HAZLETON CITY	\$3,200.00
PA	HELLERTOWN BOROUGH	\$1,243.87
PA	HEMLOCK TOWNSHIP	\$1,223.86
PA	HEMPFIELD TOWNSHIP	\$1,761.62
PA	HERMITAGE CITY	\$5,565.00
PA	HICKORY TOWNSHIP	\$3,397.50
PA	HIGHSPIRE BOROUGH	\$600.00
PA	HILLTOWN TOWNSHIP	\$1,101.46
PA	HOMESTEAD BOROUGH	\$6,237.50
PA	HONEY BROOK BOROUGH	\$1,963.30
PA	HULMEVILLE BOROUGH	\$567.34
PA	HARRISBURG INTERNATIONAL AIRPORT	\$2,095.00
PA	INDIANA COUNTY	\$976.44
PA	IRWIN BOROUGH	\$1,900.00
PA	JERMYN BOROUGH	\$890.00

PA	KENNETT SQUARE BOROUGH	\$4,149.53
PA	KNOX BOROUGH	\$758.83
PA	KENNETT TOWNSHIP	\$945.32
PA	LAKE CITY BOROUGH	\$1,199.00
PA	LANCASTER CITY	\$19,521.00
PA	LANSDOWNE BOROUGH	\$3,627.45
PA	LATROBE BOROUGH	\$5,592.00
PA	LAWRENCE COUNTY	\$17,851.37
PA	LAWRENCE PARK TOWNSHIP	\$3,400.00
PA	LEBANON CITY	\$1,950.00
PA	LEECHBURG BOROUGH	\$1,577.50
PA	LEET TOWNSHIP	\$1,950.00
PA	LEHIGH TOWNSHIP	\$1,095.00
PA	LEWISTOWN BOROUGH	\$2,054.25
PA	LIBERTY TOWNSHIP	\$538.13
PA	LIMERICK TOWNSHIP	\$5,432.00
PA	LINCOLN BOROUGH	\$3,000.00
PA	LINESVILLE BOROUGH	\$179.98
PA	LOCUST TOWNSHIP	\$1,107.00
PA	LOGAN TOWNSHIP	\$1,379.97
PA	LOWER ALLEN TOWNSHIP	\$1,363.40
PA	LOWER MAKEFIELD TOWNSHIP	\$2,004.98
PA	LOWER MERION TOWNSHIP	\$14,179.00
PA	LOWER MORELAND TOWNSHIP	\$2,750.00
PA	LOWER PAXTON TOWNSHIP	\$6,143.50
PA	LOWER POTTSBORO TOWNSHIP	\$1,700.00
PA	LOWER PROVIDENCE TOWNSHIP	\$2,454.13
PA	LOWER SALFORD TOWNSHIP	\$1,462.48
PA	LOWER SAUCON TOWNSHIP	\$2,859.75
PA	LYCOMING REGIONAL POLICE DEPARTMENT	\$6,599.90
PA	MAHANOEY TOWNSHIP	\$2,100.00
PA	MAIDEN CREEK TOWNSHIP	\$1,449.48
PA	MALVERN BOROUGH	\$4,477.50
PA	MANHEIM TOWNSHIP	\$6,696.90
PA	MANOR TOWNSHIP (LANCASTER)	\$5,000.00
PA	MANOR TOWNSHIP (MCGRANN)	\$2,170.00
PA	MANSFIELD BOROUGH	\$2,974.98
PA	MARCUS HOOK BOROUGH	\$1,600.00
PA	MARLBOROUGH TOWNSHIP	\$892.00
PA	MARPLE TOWNSHIP	\$2,555.35
PA	MCDONALD BOROUGH	\$1,267.50
PA	MCKEES ROCKS BOROUGH	\$2,450.00
PA	MEADVILLE CITY	\$1,761.62
PA	MIDDLEBURG BOROUGH	\$1,576.50
PA	MIDDLETOWN BOROUGH	\$3,106.98
PA	MIDDLETOWN TOWNSHIP	\$3,474.98
PA	MIFFLIN COUNTY	\$3,176.00
PA	MIFFLIN COUNTY REGIONAL DISTRICT	\$721.50
PA	MIFFLINBURG BOROUGH	\$3,000.00

PA	MILFORD BOROUGH	\$4,350.00
PA	MILLERSVILLE BOROUGH	\$594.00
PA	MONESSEN CITY	\$3,630.00
PA	MONONGAHELA CITY	\$4,051.98
PA	MONTGOMERY TOWNSHIP	\$1,142.96
PA	MOON TOWNSHIP	\$12,362.00
PA	MOORE TOWNSHIP	\$3,566.50
PA	MOSCOW BOROUGH	\$565.90
PA	MOUNT JOY BOROUGH	\$2,756.00
PA	MOUNT OLIVER BOROUGH	\$1,312.50
PA	MUHLENBERG TOWNSHIP	\$5,711.20
PA	MUNHALL BOROUGH	\$3,648.00
PA	NETHER PROVIDENCE TOWNSHIP	\$1,466.16
PA	NEW CUMBERLAND BOROUGH	\$2,742.90
PA	NEW HOPE BOROUGH	\$2,784.00
PA	NEWTOWN TOWNSHIP	\$7,117.32
PA	NORRISTOWN BOROUGH	\$13,761.77
PA	NORTH COVENTRY TOWNSHIP	\$2,190.52
PA	NORTH EAST BOROUGH	\$2,859.00
PA	NORTH LONDONDERRY TOWNSHIP	\$2,220.00
PA	NORTH WALES BOROUGH	\$1,207.67
PA	NORTHAMPTON TOWNSHIP	\$3,354.69
PA	NORTHERN CAMBRIA BOROUGH	\$1,275.00
PA	NORTHERN LEHIGH SCHOOL POLICE DISTRICT	\$850.00
PA	NORTHUMBERLAND COUNTY	\$3,750.00
PA	NEW TOWN BOROUGH	\$778.00
PA	NORTH STRABANE TOWNSHIP	\$7,225.00
PA	NORTHWEST REGIONAL POLICE	\$2,195.00
PA	OHIO TOWNSHIP	\$6,050.00
PA	PALMER TOWNSHIP	\$5,518.50
PA	PATTERSON TOWNSHIP	\$2,975.00
PA	PATTON TOWNSHIP	\$2,954.94
PA	PENBROOK BOROUGH	\$2,549.98
PA	PENN TOWNSHIP	\$2,357.08
PA	PENNDDEL BOROUGH	\$1,513.50
PA	PEQUEA TOWNSHIP	\$2,125.00
PA	PHOENIXVILLE BOROUGH	\$5,994.00
PA	PIKE COUNTY	\$1,956.60
PA	PITTSTON CITY	\$499.69
PA	PLAINFIELD TOWNSHIP	\$2,101.62
PA	PLEASANT HILLS BOROUGH	\$8,490.00
PA	PLUMSTEAD TOWNSHIP	\$3,657.50
PA	PLYMOUTH TOWNSHIP	\$4,970.66
PA	POINT TOWNSHIP	\$2,312.92
PA	POTTSTOWN BOROUGH	\$6,936.00
PA	POCONO MOUNTAIN REGIONAL POLICE COMMISSION	\$3,727.50
PA	QUAKERTOWN BOROUGH	\$2,925.00
PA	RACCOON TOWNSHIP	\$1,700.00
PA	RICE TOWNSHIP	\$1,275.00

PA	ROBESON TOWNSHIP	\$1,336.00
PA	ROCHESTER BOROUGH	\$1,584.00
PA	ROCHESTER TOWNSHIP	\$4,200.00
PA	RICHLAND TOWNSHIP	\$2,463.50
PA	SALISBURY TOWNSHIP	\$5,180.00
PA	SANDY TOWNSHIP	\$6,375.00
PA	SCHUYLKILL HAVEN BOROUGH	\$3,497.83
PA	SCHUYLKILL TOWNSHIP BOARD OF SUPERVISORS	\$1,109.73
PA	SCRANTON CITY	\$59,500.00
PA	SELLERSVILLE BOROUGH	\$2,240.00
PA	SEWICKLEY BOROUGH	\$5,973.00
PA	SHARPSVILLE BOROUGH	\$3,996.00
PA	SHIPPENSBURG BOROUGH	\$442.80
PA	SILVER SPRING TOWNSHIP	\$7,000.00
PA	SLATINGTON BOROUGH	\$1,873.50
PA	SOLEBURY TOWNSHIP	\$2,851.07
PA	SOMERSET COUNTY	\$3,200.00
PA	SOUTH CENTRE TOWNSHIP	\$4,434.50
PA	SOUTH COATESVILLE BOROUGH	\$4,217.50
PA	SOUTH FAYETTE TOWNSHIP	\$9,775.00
PA	SOUTH HEIDELBERG TOWNSHIP	\$3,610.98
PA	SOUTH PARK TOWNSHIP	\$6,728.00
PA	SOUTH STRABANE TOWNSHIP	\$4,257.00
PA	SOUTH WHITEHALL TOWNSHIP	\$12,562.97
PA	SOUTH WILLIAMSPORT BOROUGH	\$2,599.16
PA	SPRING TOWNSHIP (BELLEFONTE)	\$1,325.00
PA	SPRING TOWNSHIP (READING)	\$9,349.95
PA	SPRINGDALE BOROUGH	\$2,505.00
PA	SPRINGDALE TOWNSHIP	\$1,305.00
PA	SPRINGETTSBURY TOWNSHIP	\$2,117.00
PA	SPRINGFIELD TOWNSHIP (SPRINGFIELD)	\$3,159.00
PA	SPRINGFIELD TOWNSHIP (WYNDMOOR)	\$4,765.99
PA	STATE COLLEGE BOROUGH	\$3,600.00
PA	STEELTON BOROUGH	\$2,467.47
PA	STRASBURG BOROUGH	\$1,840.10
PA	SUNBURY CITY	\$3,025.00
PA	SUSQUEHANNA TOWNSHIP	\$2,991.99
PA	SWATARA TOWNSHIP	\$7,039.92
PA	SWISSVALE BOROUGH	\$2,075.00
PA	SWOYERSVILLE BOROUGH	\$2,595.00
PA	TOWAMENCIN TOWNSHIP	\$3,037.13
PA	TOWANDA BOROUGH	\$3,405.00
PA	TREDYFFRIN TOWNSHIP	\$5,985.15
PA	TULLYTOWN BOROUGH	\$3,100.50
PA	UNION CITY BOROUGH	\$850.00
PA	UNION TOWNSHIP	\$2,800.00
PA	UPPER CHICHESTER TOWNSHIP	\$8,075.00
PA	UPPER DARBY TOWNSHIP	\$4,894.73
PA	UPPER DUBLIN TOWNSHIP	\$3,300.00

PA	UPPER GWYNEDD TOWNSHIP	\$3,750.00
PA	UPPER MACUNGIE TOWNSHIP	\$3,357.00
PA	UPPER MERION TOWNSHIP	\$9,840.00
PA	UPPER MORELAND TOWNSHIP	\$10,110.00
PA	UPPER POTTS GROVE TOWNSHIP	\$1,314.00
PA	UPPER SOUTHAMPTON TOWNSHIP	\$3,152.18
PA	UPPER ST CLAIR TOWNSHIP	\$3,424.40
PA	UPPER PERK POLICE DISTRICT	\$1,472.74
PA	VALLEY TOWNSHIP	\$930.59
PA	WARMINSTER TOWNSHIP	\$5,700.00
PA	WARREN CITY	\$2,090.00
PA	WARRINGTON TOWNSHIP	\$5,120.50
PA	WARWICK TOWNSHIP	\$2,673.98
PA	WASHINGTON CITY	\$1,800.00
PA	WASHINGTON TOWNSHIP (APOLLO)	\$2,274.00
PA	WASHINGTON TOWNSHIP (WAYNESBORO)	\$895.50
PA	WAYMART BOROUGH	\$1,700.00
PA	WEATHERLY BOROUGH	\$2,124.00
PA	WEST BRANDYWINE TOWNSHIP	\$1,650.00
PA	WEST CALN TOWNSHIP	\$407.50
PA	WEST CHESTER BOROUGH	\$5,345.00
PA	WEST DEER TOWNSHIP	\$1,892.00
PA	WEST EARL TOWNSHIP	\$1,986.00
PA	WEST HAZLETON BOROUGH	\$2,595.00
PA	WEST LAMPETER TOWNSHIP	\$2,552.50
PA	WEST MANCHESTER TOWNSHIP	\$7,048.20
PA	WEST MANHEIM TOWNSHIP	\$1,462.17
PA	WEST NORRITON TOWNSHIP	\$3,501.71
PA	WEST PIKE RUN TOWNSHIP	\$425.00
PA	WEST POTTS GROVE TOWNSHIP	\$907.08
PA	WEST SADS BURY TOWNSHIP	\$2,400.00
PA	WEST SHORE REGIONAL POLICE DEPARTMENT	\$3,693.00
PA	WEST VINCENT TOWNSHIP	\$915.30
PA	WEST WHITELAND TOWNSHIP	\$1,575.00
PA	WHITE OAK BOROUGH	\$3,097.50
PA	WHITEHALL BOROUGH	\$5,525.00
PA	WHITEMARSH TOWNSHIP	\$5,092.24
PA	WHITPAIN TOWNSHIP	\$4,208.40
PA	WILKES BARRE CITY	\$10,732.50
PA	WILKES BARRE TOWNSHIP	\$4,379.48
PA	WILKINS TOWNSHIP	\$5,081.50
PA	WILKINSBURG BOROUGH	\$4,947.04
PA	WILLIAMSPORT CITY	\$5,850.00
PA	WINDBER BOROUGH	\$7,372.50
PA	WYOMISSING BOROUGH	\$3,375.00
PA	YORK CITY	\$7,972.73
PA	YORK COUNTY REGIONAL POLICE DEPARTMENT	\$1,296.49
	Totals for PA(300 Jurisdictions):	\$1,207,645.90
PR	MUNICIPIO DE TOA ALTA	\$10,500.00

	Totals for PR(1 Jurisdictions):	\$10,500.00
RI	BURRILLVILLE TOWN	\$3,415.00
RI	CENTRAL FALLS CITY	\$6,942.00
RI	COVENTRY TOWN	\$8,787.50
RI	CUMBERLAND TOWN	\$12,783.90
RI	EAST PROVIDENCE CITY	\$11,538.63
RI	GLOCESTER TOWN	\$2,982.50
RI	JAMESTOWN TOWN	\$2,196.00
RI	LITTLE COMPTON TOWN	\$959.00
RI	MIDDLETOWN TOWN	\$9,424.00
RI	NARRAGANSETT TOWN	\$3,132.50
RI	NEWPORT CITY	\$4,250.00
RI	NORTH KINGSTOWN TOWN	\$17,220.00
RI	NORTH PROVIDENCE TOWN	\$6,000.00
RI	PAWTUCKET CITY	\$4,415.00
RI	PORTSMOUTH TOWN	\$3,325.00
RI	RHODE ISLAND AIRPORT CORPORATION	\$350.00
RI	SOUTH KINGSTOWN TOWN	\$11,900.00
RI	SMITHFIELD	\$7,205.00
RI	WARWICK CITY	\$21,662.94
RI	WEST GREENWICH TOWN	\$5,337.50
RI	WEST WARWICK TOWN	\$5,187.00
RI	WOONSOCKET CITY	\$6,375.00
	Totals for RI(22 Jurisdictions):	\$155,388.47
SC	AIKEN CITY	\$9,199.48
SC	BARNWELL CITY	\$1,620.00
SC	BATESBURG-LEESVILLE TOWN	\$5,610.46
SC	BEAUFORT COUNTY	\$1,058.27
SC	CHESTER COUNTY	\$2,751.30
SC	CHESTERFIELD COUNTY	\$3,183.15
SC	CLARENDON COUNTY	\$2,478.60
SC	CLEMSON CITY	\$2,030.80
SC	CONWAY	\$2,312.50
SC	DORCHESTER COUNTY	\$4,656.89
SC	GEORGETOWN CITY	\$4,360.23
SC	GOOSE CREEK CITY	\$16,795.00
SC	GREENVILLE CITY	\$26,420.55
SC	GREENWOOD COUNTY	\$10,375.00
SC	GREER CITY	\$9,416.96
SC	HANAHAN CITY	\$4,077.00
SC	HARDEEVILLE CITY	\$1,537.72
SC	HARTSVILLE CITY	\$3,293.50
SC	HORRY COUNTY	\$4,154.42
SC	LANCASTER CITY	\$8,150.00
SC	LAURENS COUNTY	\$8,798.75
SC	LORIS CITY	\$2,097.69
SC	MOUNT PLEASANT TOWN	\$21,677.99
SC	MYRTLE BEACH CITY	\$12,011.80
SC	NEWBERRY COUNTY	\$2,883.27

SC	NORTH AUGUSTA CITY	\$2,540.00
SC	NORTH CHARLESTON CITY	\$1,842.44
SC	ORANGEBURG CITY	\$11,270.00
SC	OCONEE COUNTY	\$13,780.00
SC	PICKENS COUNTY	\$915.31
SC	PORT ROYAL TOWN	\$1,720.81
SC	RICHLAND COUNTY	\$3,576.74
SC	ROCK HILL CITY	\$19,643.52
SC	SANTEE TOWN	\$3,398.50
SC	SIMPSONVILLE CITY	\$5,994.00
SC	SOUTH CAROLINA	\$58,371.69
SC	SPRINGDALE TOWN	\$756.49
SC	SULLIVAN'S ISLAND TOWN	\$4,600.00
SC	SUMMERVILLE TOWN	\$19,738.83
SC	SUMTER CITY	\$14,875.00
SC	SURF SIDE BEACH	\$4,712.40
SC	TEGA CAY CITY	\$2,124.99
SC	TRAVELERS REST CITY	\$3,888.73
SC	WEST COLUMBIA CITY	\$4,068.68
SC	WILLIAMSTON TOWN	\$6,832.14
	Totals for SC(45 Jurisdictions):	\$355,601.60
SD	ABERDEEN CITY	\$2,851.24
SD	BROOKINGS CITY	\$8,940.00
SD	CAMPBELL COUNTY	\$425.00
SD	CHARLES MIX COUNTY	\$552.25
SD	DAVISON COUNTY	\$1,514.74
SD	FALL RIVER COUNTY	\$2,798.55
SD	HOT SPRINGS CITY	\$2,105.22
SD	HURON CITY	\$4,932.00
SD	LINCOLN COUNTY	\$2,750.00
SD	MADISON CITY	\$4,530.00
SD	PHILIP CITY	\$616.45
SD	PIERRE CITY	\$1,302.84
SD	RAPID CITY	\$11,963.25
SD	SISSETON CITY	\$1,541.54
SD	SPINK COUNTY	\$2,175.00
SD	UNION COUNTY	\$2,133.19
SD	VERMILLION CITY	\$3,085.00
SD	YANKTON CITY	\$7,245.00
	Totals for SD(18 Jurisdictions):	\$61,461.27
TN	ALCOA CITY	\$7,873.97
TN	ALGOOD CITY	\$1,766.42
TN	ANDERSON COUNTY	\$6,960.00
TN	ATHENS CITY	\$4,199.45
TN	BAXTER TOWN	\$4,000.00
TN	BRISTOL CITY	\$10,625.00
TN	BROWNSVILLE CITY	\$2,520.00
TN	BARTLETT	\$6,875.00
TN	CAMPBELL COUNTY	\$7,920.63

TN	CARROLL COUNTY	\$9,940.00
TN	COCKE COUNTY	\$6,375.00
TN	COLLIERVILLE TOWN	\$3,000.00
TN	COLUMBIA CITY	\$9,250.00
TN	CROSSVILLE CITY	\$6,375.00
TN	CHAPEL HILL	\$2,651.50
TN	DICKSON CITY	\$5,600.00
TN	DICKSON COUNTY	\$2,925.00
TN	DYER COUNTY	\$9,485.10
TN	DYERSBURG CITY	\$4,200.00
TN	EAST RIDGE CITY	\$7,152.50
TN	ELIZABETHTON CITY	\$8,445.50
TN	FAIRVIEW CITY	\$4,100.92
TN	FRANKLIN CITY	\$17,500.00
TN	GALLATIN CITY	\$9,350.00
TN	GOODLETTSVILLE CITY	\$2,400.00
TN	GORDONSVILLE CITY	\$3,400.00
TN	GREENE COUNTY	\$3,500.00
TN	GREENEVILLE TOWN	\$5,495.00
TN	GREENFIELD TOWN	\$511.50
TN	HAMBLEN COUNTY	\$25,042.50
TN	HAMILTON COUNTY	\$2,206.99
TN	HARRIMAN CITY	\$3,204.80
TN	HAWKINS COUNTY	\$14,835.00
TN	HENDERSONVILLE CITY	\$14,699.76
TN	HICKMAN COUNTY	\$5,785.00
TN	HOHENWALD CITY	\$850.00
TN	JACKSON CITY	\$6,600.00
TN	JEFFERSON COUNTY	\$16,649.82
TN	JOHNSON CITY	\$15,000.00
TN	JONESBOROUGH TOWN	\$4,249.95
TN	KENTON TOWN	\$1,320.00
TN	KINGSPORT CITY	\$14,250.00
TN	KNOX COUNTY	\$5,825.88
TN	KNOXVILLE CITY	\$3,865.79
TN	LA FOLLETTE CITY	\$2,129.48
TN	LAKE CITY	\$1,562.50
TN	LAUDERDALE COUNTY	\$12,750.00
TN	LAVERGNE CITY	\$3,282.85
TN	LEBANON CITY	\$25,187.50
TN	LENOIR CITY	\$1,860.00
TN	LEWISBURG CITY	\$2,625.00
TN	LEXINGTON CITY	\$2,700.00
TN	MACON COUNTY	\$9,945.00
TN	MADISON COUNTY	\$19,608.00
TN	MANCHESTER CITY	\$7,225.00
TN	MARSHALL COUNTY	\$7,571.25
TN	MARYVILLE CITY	\$7,364.88
TN	MORRISTOWN CITY	\$16,690.00

TN	MOUNT PLEASANT CITY	\$1,644.98
TN	MOUNTAIN CITY TOWN	\$4,000.00
TN	MT JULIET CITY	\$11,532.09
TN	OAK RIDGE CITY	\$4,321.38
TN	OLIVER SPRINGS TOWN	\$1,245.00
TN	OVERTON COUNTY	\$5,165.88
TN	PARIS CITY	\$3,315.16
TN	PIGEON FORGE CITY	\$5,225.00
TN	PULASKI CITY	\$5,100.00
TN	RED BANK CITY	\$6,955.00
TN	RHEA COUNTY	\$36,075.00
TN	ROBERTSON COUNTY	\$7,875.00
TN	ROANE COUNTY GOVERNMENT	\$4,603.05
TN	SEVIER COUNTY	\$4,068.98
TN	SEVIERVILLE CITY	\$8,500.00
TN	SHELBYVILLE CITY	\$8,075.00
TN	SMYRNA TOWN	\$6,840.00
TN	SOMERVILLE TOWN	\$5,375.25
TN	SPRING HILL TOWN	\$6,760.00
TN	STEWART COUNTY	\$2,373.00
TN	SULLIVAN COUNTY	\$2,456.17
TN	TENNESSEE	\$1,280.71
TN	TIPTON COUNTY	\$850.00
TN	TRENTON CITY	\$2,300.00
TN	TULLAHOMA CITY	\$5,100.00
TN	UNION CITY	\$15,300.00
TN	WASHINGTON COUNTY	\$2,507.43
TN	WHITE BLUFF TOWN	\$1,922.50
TN	WHITE HOUSE CITY	\$2,493.75
TN	WINCHESTER CITY	\$2,400.00
	Totals for TN(88 Jurisdictions):	\$604,944.77
TX	ADDISON TOWN	\$17,282.85
TX	ALAMO HEIGHTS CITY	\$1,342.50
TX	ALICE CITY	\$3,615.50
TX	ALLEN CITY	\$1,286.46
TX	ALVIN CITY	\$6,375.00
TX	ALVIN IND SCH DIST 901	\$9,125.68
TX	ANNA CITY	\$1,900.00
TX	ARGYLE CITY	\$3,890.09
TX	ATHENS CITY	\$7,784.50
TX	AZLE CITY	\$2,790.94
TX	BALCH SPRINGS CITY	\$4,675.00
TX	BASTROP COUNTY	\$654.03
TX	BAY CITY	\$8,352.00
TX	BAYTOWN CITY	\$20,257.50
TX	BEDFORD TOWN	\$7,600.00
TX	BELLAIRE CITY	\$8,256.54
TX	BELLMEAD CITY	\$715.71
TX	BELTON CITY	\$4,675.00

TX	BENBROOK CITY	\$3,210.32
TX	BEVERLY HILLS CITY	\$1,645.37
TX	BIG SPRING CITY	\$5,505.60
TX	BORGER CITY	\$6,653.00
TX	BRENNHAM CITY	\$3,714.70
TX	BRISCOE COUNTY	\$3,360.00
TX	BROWN CO WID 1	\$1,048.50
TX	BROWN COUNTY	\$4,400.00
TX	BURKBURNETT CITY	\$7,887.50
TX	BURNET COUNTY	\$10,625.00
TX	BRIDGE CITY	\$4,350.84
TX	CALVERT CITY	\$1,212.50
TX	CAMERON COUNTY	\$1,143.84
TX	CANYON CITY	\$4,870.50
TX	CEDAR HILL CITY	\$7,725.68
TX	CIBOLO CITY	\$2,925.00
TX	CLAY COUNTY	\$3,034.26
TX	CLEBURNE CITY	\$7,297.92
TX	COLLEYVILLE CITY	\$7,439.92
TX	COLLIN COUNTY	\$14,484.06
TX	COMAL COUNTY	\$3,900.91
TX	CONROE CITY	\$17,887.78
TX	CONROE IND SCH DIST 902	\$11,497.10
TX	COPPELL CITY	\$5,047.50
TX	COPPERAS COVE CITY	\$6,000.00
TX	CORSICANA CITY	\$3,037.50
TX	CRANE COUNTY	\$1,719.82
TX	CITY OF BULVERDE	\$2,905.00
TX	CITY OF RED OAK	\$2,700.00
TX	DECATUR CITY	\$2,394.74
TX	DEER PARK CITY	\$13,200.00
TX	DENTON CITY	\$4,195.65
TX	DENVER CITY	\$1,275.00
TX	DESOTO CITY	\$13,440.00
TX	DICKINSON CITY	\$4,900.00
TX	DONNA CITY	\$7,750.00
TX	DUMAS CITY	\$2,771.88
TX	DUNCANVILLE CITY	\$7,848.50
TX	DALLAS-FORT WORTH INTERNATIONAL AIRPORT BOARD	\$2,287.00
TX	EARLY CITY	\$337.50
TX	EL PASO COUNTY	\$2,634.15
TX	ERATH COUNTY	\$3,059.25
TX	EULESS CITY	\$10,800.00
TX	FAIR OAKS RANCH CITY	\$3,075.00
TX	FARMERS BRANCH CITY	\$8,279.91
TX	FAYETTE COUNTY	\$2,125.00
TX	FLOWER MOUND CITY	\$19,559.38
TX	FOREST HILL CITY	\$5,698.64
TX	FORNEY CITY	\$9,128.03

TX	FORT BEND COUNTY	\$2,702.97
TX	FORT STOCKTON CITY	\$5,855.64
TX	FORT WORTH CITY	\$478.42
TX	FREDERICKSBURG CITY	\$6,525.00
TX	FREESTONE COUNTY	\$4,194.00
TX	FRIENDSWOOD CITY	\$11,600.00
TX	FULSHEAR CITY	\$5,165.00
TX	GAINESVILLE CITY	\$4,949.94
TX	GALVESTON CITY	\$69,300.00
TX	GIDDINGS CITY	\$4,627.63
TX	GILLESPIE COUNTY	\$2,930.50
TX	GILMER CITY	\$5,580.00
TX	GLADEWATER CITY	\$4,599.50
TX	GRAHAM CITY	\$1,243.51
TX	GRAND PRAIRIE CITY	\$640.03
TX	GRAPEVINE CITY	\$11,159.88
TX	GREENVILLE CITY	\$11,657.72
TX	GUN BARREL CITY	\$5,755.00
TX	HALLETTSVILLE CITY	\$1,070.00
TX	HARDIN COUNTY	\$17,832.85
TX	HARKER HEIGHTS CITY	\$4,862.50
TX	HARLINGEN CITY	\$19,143.50
TX	HARRIS COUNTY	\$29,821.02
TX	HARRISON COUNTY	\$9,562.50
TX	HAYS COUNTY	\$979.07
TX	HEARNE CITY	\$3,025.00
TX	HEATH CITY	\$2,462.50
TX	HENDERSON CITY	\$9,248.00
TX	HENDERSON COUNTY	\$30,647.50
TX	HEREFORD CITY	\$1,017.00
TX	HEWITT CITY	\$3,625.72
TX	HICKORY CREEK TOWN	\$4,017.00
TX	HIGHLAND PARK CITY	\$13,098.50
TX	HILL COUNTY	\$11,745.42
TX	HONDO CITY	\$387.50
TX	HOOD COUNTY	\$8,597.50
TX	HOUSTON CITY	\$29,426.49
TX	HUGHES SPRINGS TOWN	\$2,125.00
TX	HUNT COUNTY	\$764.10
TX	HUNTSVILLE CITY	\$12,387.50
TX	HURST CITY	\$13,434.30
TX	HUTCHINS CITY	\$4,835.00
TX	HOUSTON INDEPENDENT SCHOOL	\$1,367.46
TX	INGLESIDE CITY	\$4,454.50
TX	IOWA PARK CITY	\$1,870.80
TX	JACINTO CITY	\$1,390.00
TX	JACK COUNTY	\$1,527.00
TX	JACKSBORO CITY	\$1,792.06
TX	JACKSON COUNTY	\$1,943.50

TX	JASPER CITY	\$943.65
TX	JIM WELLS COUNTY	\$15,250.00
TX	JONES COUNTY	\$2,493.35
TX	JONESTOWN CITY	\$1,656.00
TX	JOSHUA CITY	\$7,225.00
TX	KAUFMAN CITY	\$4,250.00
TX	KAUFMAN ISD POLICE DEPT	\$1,911.70
TX	KELLER CITY	\$11,070.00
TX	KERRVILLE CITY	\$5,525.00
TX	KILGORE CITY	\$6,005.84
TX	KINGSVILLE CITY	\$14,265.00
TX	LA PORTE CITY	\$7,350.00
TX	LAGO VISTA CITY	\$8,253.05
TX	LAKE JACKSON CITY	\$7,999.00
TX	LAKE WORTH CITY	\$14,562.50
TX	LAMPASAS CITY	\$2,375.00
TX	LAREDO CITY	\$5,353.73
TX	LAREDO IND SCH DIST 901	\$18,966.59
TX	LEANDER CITY	\$4,675.00
TX	LEE COUNTY	\$3,678.50
TX	LEON VALLEY CITY	\$4,700.00
TX	LIBERTY HILL CITY	\$4,874.00
TX	LITTLE ELM TOWN	\$5,571.00
TX	LIVE OAK CITY	\$3,180.00
TX	LLANO CITY	\$764.44
TX	LOCKHART CITY	\$4,327.38
TX	LONGVIEW CITY	\$25,354.50
TX	LORENA CITY	\$1,083.33
TX	LOS FRESNOS CITY	\$2,852.50
TX	LUFKIN CITY	\$3,184.65
TX	MABANK TOWN	\$3,400.00
TX	MANOR CITY	\$7,029.91
TX	MANSFIELD CITY	\$32,376.64
TX	MARSHALL CITY	\$3,751.11
TX	MCLENNAN COUNTY	\$1,785.77
TX	MEADOWS CITY	\$2,975.00
TX	MEDINA COUNTY	\$10,354.40
TX	MINERAL WELLS CITY	\$7,512.89
TX	MISSION CITY	\$11,286.00
TX	MONAHANS CITY	\$1,295.68
TX	MONT BELVIEU TOWN	\$4,675.00
TX	MONTAGUE COUNTY	\$2,125.00
TX	MONTGOMERY CITY	\$6,140.00
TX	MORGANS POINT RESORT CITY	\$4,306.50
TX	MOUNT PLEASANT CITY	\$6,030.00
TX	MULESHOE CITY	\$1,150.00
TX	MUSTANG RIDGE CITY	\$1,132.02
TX	NACOGDOCHES CITY	\$8,408.18
TX	NACOGDOCHES COUNTY	\$3,925.63

TX	NAVARRO COUNTY	\$7,150.00
TX	NAVASOTA CITY	\$3,381.00
TX	NEDERLAND CITY	\$2,685.00
TX	NEW BRAUNFELS CITY	\$22,020.00
TX	NORTH RICHLAND HILLS CITY	\$16,546.23
TX	NUECES COUNTY	\$598.58
TX	OAK POINT TOWN	\$7,790.00
TX	ODESSA CITY	\$759.40
TX	ORANGE CITY	\$8,803.72
TX	ORANGE COUNTY	\$9,759.50
TX	OVILLA CITY	\$2,288.20
TX	PALMER TOWN	\$751.50
TX	PALO PINTO COUNTY	\$3,786.48
TX	PASADENA CITY	\$2,833.49
TX	PENITAS CITY	\$1,997.50
TX	PETERSBURG CITY	\$707.00
TX	PHARR CITY	\$19,380.00
TX	PINEHURST CITY	\$3,135.47
TX	PLAINVIEW CITY	\$3,907.92
TX	PORT ARTHUR CITY	\$13,734.20
TX	PORT LAVACA CITY	\$6,444.65
TX	PORT NECHES CITY	\$2,125.00
TX	POTTER COUNTY	\$1,052.01
TX	PRIMERA TOWN	\$3,818.54
TX	QUITMAN CITY	\$1,745.67
TX	RICHARDSON CITY	\$2,477.50
TX	RICHLAND HILLS CITY	\$3,251.12
TX	RICHMOND CITY	\$3,000.00
TX	RIVER OAKS CITY	\$2,796.50
TX	ROANOKE CITY	\$10,423.61
TX	ROBINSON CITY	\$5,728.42
TX	ROBSTOWN CITY	\$2,850.00
TX	ROCKDALE CITY	\$2,670.00
TX	ROCKWALL COUNTY	\$741.50
TX	ROSENBERG CITY	\$6,475.00
TX	ROUND ROCK CITY	\$2,636.52
TX	ROWLETT CITY	\$16,573.07
TX	RUSK CITY	\$6,795.00
TX	SACHSE CITY	\$3,863.83
TX	SAN ANGELO CITY	\$5,093.92
TX	SAN BENITO CITY	\$3,701.86
TX	SAN MARCOS CITY	\$47,750.00
TX	SEALY CITY	\$6,037.25
TX	SEGUIN CITY	\$16,910.54
TX	SELMA CITY	\$3,496.50
TX	SHAVANO PARK CITY	\$3,689.40
TX	SINTON CITY	\$1,072.50
TX	SOUTHLAKE CITY	\$4,958.85
TX	SOUTHSIDE PLACE CITY	\$1,437.50

TX	STARR COUNTY	\$9,300.00
TX	SUGAR LAND CITY	\$2,591.43
TX	SULPHUR SPRINGS CITY	\$1,205.00
TX	SWEETWATER CITY	\$2,428.30
TX	SWISHER COUNTY	\$4,230.00
TX	SULLIVAN CITY	\$4,010.00
TX	TAYLOR CITY	\$4,220.00
TX	TEMPLE CITY	\$22,542.00
TX	TERRY COUNTY	\$2,917.39
TX	TEXARKANA CITY	\$4,425.00
TX	TEXAS	\$2,547.46
TX	THE COLONY CITY	\$25,574.73
TX	TROY CITY	\$1,274.99
TX	TULIA CITY	\$847.50
TX	UNITED IND SCH DIST 903	\$759.35
TX	UVALDE CITY	\$4,650.75
TX	VAL VERDE COUNTY	\$2,537.50
TX	VAN ALSTYNE TOWN	\$2,750.00
TX	VENUS TOWN	\$5,669.20
TX	VICTORIA COUNTY	\$15,228.90
TX	VIDOR CITY	\$6,909.50
TX	WACO CITY	\$378.04
TX	WALKER COUNTY	\$4,100.00
TX	WALLER TOWN	\$2,603.83
TX	WASHINGTON COUNTY	\$1,232.69
TX	WATAUGA CITY	\$11,018.13
TX	WEATHERFORD CITY	\$5,950.00
TX	WEBSTER CITY	\$11,212.50
TX	WESLACO CITY	\$21,835.00
TX	WEST ORANGE CITY	\$2,000.00
TX	WESTWORTH VILLAGE	\$958.98
TX	WHARTON CITY	\$2,487.50
TX	WHARTON COUNTY	\$8,440.15
TX	WHITE SETTLEMENT CITY	\$4,250.00
TX	WICHITA FALLS CITY	\$950.22
TX	WILLOW PARK CITY	\$2,487.50
TX	WOODWAY CITY	\$2,700.00
TX	WORTHAM TOWN	\$3,904.00
TX	WYLIE CITY	\$7,250.75
	Totals for TX(253 Jurisdictions):	\$1,651,364.76
UT	BOUNTIFUL CITY	\$3,990.00
UT	CARBON COUNTY	\$3,915.00
UT	CENTERVILLE CITY	\$6,919.00
UT	CLEARFIELD CITY	\$7,035.00
UT	CLINTON CITY	\$4,515.00
UT	COTTONWOOD HEIGHTS	\$1,087.32
UT	DRAPER CITY	\$3,225.00
UT	GRANTSVILLE CITY	\$7,095.00
UT	HARRISVILLE CITY	\$4,060.72

UT	HEBER CITY	\$4,500.00
UT	HERRIMAN CITY	\$8,250.00
UT	HURRICANE CITY	\$9,037.44
UT	IRON COUNTY	\$12,900.00
UT	KAYSVILLE CITY	\$4,515.00
UT	LAYTON CITY	\$16,221.25
UT	LOGAN CITY	\$11,610.00
UT	NAPLES CITY	\$1,035.00
UT	NEPHI CITY	\$1,629.54
UT	NORTH SALT LAKE CITY	\$3,517.50
UT	OGDEN CITY	\$13,432.50
UT	OREM CITY	\$25,600.00
UT	PARK CITY	\$5,805.00
UT	PRICE CITY	\$3,780.00
UT	RIVERTON CITY	\$15,200.00
UT	ROOSEVELT CITY	\$6,447.00
UT	SANDY CITY	\$22,575.00
UT	SANTAQUIN CITY	\$2,307.51
UT	SOUTH OGDEN CITY	\$9,350.00
UT	SOUTH SALT LAKE CITY	\$5,100.00
UT	SPANISH FORK CITY	\$2,779.33
UT	SYRACUSE CITY	\$7,047.00
UT	TOOELE CITY	\$2,790.00
UT	TOOELE COUNTY	\$13,922.45
UT	UINTAH COUNTY	\$12,997.50
UT	WASHINGTON CITY	\$8,252.31
UT	WEST BOUNTIFUL CITY	\$3,085.48
UT	WILLARD CITY	\$352.56
UT	WOODS CROSS CITY	\$3,495.00
	Totals for UT(38 Jurisdictions):	\$279,376.41
VA	AMHERST COUNTY	\$4,250.00
VA	ASHLAND TOWN	\$3,404.52
VA	AUGUSTA COUNTY	\$5,719.00
VA	BEDFORD CITY	\$1,275.00
VA	BEDFORD COUNTY	\$18,242.00
VA	BLACKSTONE TOWN	\$1,050.05
VA	BLUEFIELD TOWN	\$920.98
VA	BOTETOURT COUNTY	\$5,100.00
VA	BUCKINGHAM COUNTY	\$3,757.50
VA	BUENA VISTA CITY	\$3,550.00
VA	CAMPBELL COUNTY	\$10,625.00
VA	CAROLINE COUNTY	\$6,375.00
VA	CHARLOTTESVILLE CITY	\$13,940.00
VA	CHASE CITY TOWN	\$4,248.00
VA	CHILHOWIE TOWN	\$721.00
VA	CHRISTIANSBURG TOWN	\$5,115.00
VA	COLONIAL HEIGHTS CITY	\$7,140.00
VA	COVINGTON CITY	\$2,975.00
VA	CULPEPER COUNTY	\$13,021.25

VA	CUMBERLAND COUNTY	\$7,725.12
VA	DANVILLE CITY	\$19,515.00
VA	DUMFRIES TOWN	\$4,175.28
VA	ELKTON TOWN	\$1,867.50
VA	EXMORE TOWN	\$1,600.00
VA	FAIRFAX CITY	\$5,768.91
VA	FARMVILLE TOWN	\$9,506.60
VA	FAUQUIER COUNTY	\$9,610.00
VA	FLUVANNA COUNTY	\$3,183.60
VA	FRANKLIN COUNTY	\$3,821.93
VA	FREDERICK COUNTY	\$11,616.75
VA	FREDERICKSBURG CITY	\$12,750.00
VA	FRONT ROYAL TOWN	\$6,462.23
VA	GALAX CITY	\$2,087.50
VA	GLOUCESTER COUNTY	\$7,545.83
VA	GORDONSVILLE TOWN	\$1,098.35
VA	GRAYSON COUNTY	\$2,100.00
VA	GREENE COUNTY	\$3,049.29
VA	GREENSVILLE COUNTY	\$4,107.50
VA	HAMPTON ROADS JAIL AUTHORITY	\$5,100.00
VA	HARRISONBURG CITY	\$10,696.91
VA	HENRY COUNTY	\$31,910.70
VA	HERNDON TOWN	\$4,950.00
VA	JAMES CITY COUNTY	\$12,321.75
VA	LEBANON TOWN	\$4,250.00
VA	LEESBURG TOWN	\$7,936.83
VA	LEXINGTON CITY	\$1,700.00
VA	LOUISA COUNTY	\$10,626.00
VA	LYNCHBURG CITY	\$27,809.00
VA	MANASSAS CITY	\$7,742.50
VA	MARION TOWN	\$3,479.00
VA	MARTINSVILLE CITY	\$21,294.00
VA	MIDDLEBURG TOWN	\$1,950.00
VA	MIDDLETOWN TOWN	\$652.00
VA	NEW KENT COUNTY	\$3,400.00
VA	NOTTOWAY COUNTY	\$3,093.00
VA	ORANGE COUNTY	\$5,445.00
VA	PITTSYLVANIA COUNTY	\$18,200.00
VA	POQUOSON CITY	\$8,875.44
VA	PRINCE GEORGE COUNTY	\$12,933.20
VA	PULASKI TOWN	\$3,521.00
VA	PURCELLVILLE TOWN	\$1,983.75
VA	ROANOKE CITY	\$59,167.50
VA	ROANOKE COUNTY	\$41,557.28
VA	ROCKBRIDGE COUNTY	\$7,104.52
VA	ROCKY MOUNT TOWN	\$1,647.50
VA	RAPPAHANNOCK REGIONAL JAIL	\$7,995.00
VA	SALEM CITY	\$6,671.15
VA	SOUTH BOSTON TOWN	\$5,000.00

VA	SOUTH HILL TOWN	\$1,635.20
VA	ST PAUL TOWN	\$3,193.05
VA	SUFFOLK CITY	\$39,129.52
VA	SURRY COUNTY	\$3,712.50
VA	TAZEWELL COUNTY	\$4,375.00
VA	VINTON TOWN	\$5,100.00
VA	WARRENTON TOWN	\$2,900.00
VA	WARSAW TOWN	\$1,275.00
VA	WESTMORELAND COUNTY	\$3,026.24
VA	WILLIAMSBURG CITY	\$4,875.00
VA	WINCHESTER CITY	\$6,400.00
VA	WISE COUNTY	\$8,062.50
VA	WESTERN VIRGINIA REGIONAL JAIL	\$13,165.65
VA	YORK COUNTY	\$16,724.50
	Totals for VA(82 Jurisdictions):	\$681,607.88
VT	ADDISON COUNTY	\$1,304.08
VT	BARRE CITY	\$2,570.00
VT	BARRE TOWN	\$1,747.50
VT	BELLOWS FALLS VILLAGE	\$4,550.00
VT	BENNINGTON COUNTY	\$5,140.00
VT	BRADFORD TOWN	\$850.00
VT	BRANDON TOWN	\$1,701.45
VT	BRATTLEBORO TOWN	\$2,826.00
VT	BURLINGTON CITY	\$17,586.00
VT	CALEDONIA COUNTY	\$1,498.50
VT	CHESTER TOWN	\$3,375.00
VT	ESSEX COUNTY	\$3,496.50
VT	ESSEX JUNCTION VILLAGE	\$3,495.00
VT	FRANKLIN COUNTY	\$8,616.83
VT	GRAND ISLE COUNTY	\$1,560.00
VT	HARDWICK TOWN	\$1,000.00
VT	KILLINGTON TOWN	\$1,200.00
VT	LAMOILLE COUNTY	\$2,810.14
VT	MIDDLEBURY TOWN	\$2,451.00
VT	MILTON TOWN	\$3,241.88
VT	NORWICH TOWN	\$850.00
VT	RANDOLPH TOWN	\$1,028.00
VT	RUTLAND CITY	\$3,165.00
VT	ROYALTON	\$850.00
VT	SOUTH BURLINGTON CITY	\$4,615.00
VT	SPRINGFIELD TOWN	\$1,747.50
VT	ST ALBANS CITY	\$399.00
VT	ST JOHNSBURY TOWN	\$4,577.50
VT	STOWE TOWN	\$6,088.50
VT	WASHINGTON COUNTY	\$3,400.00
VT	WILMINGTON TOWN	\$995.00
VT	WINDSOR TOWN	\$2,100.00
	Totals for VT(32 Jurisdictions):	\$100,835.38
WA	ABERDEEN CITY	\$9,093.88

WA	ADAMS COUNTY	\$4,433.00
WA	AIRWAY HEIGHTS CITY	\$6,750.00
WA	ALGONA CITY	\$2,823.54
WA	ARLINGTON CITY	\$8,769.02
WA	AUBURN CITY	\$19,323.28
WA	ASOTIN CITY	\$425.00
WA	BAINBRIDGE ISLAND CITY	\$4,574.34
WA	BATTLE GROUND CITY	\$3,292.59
WA	BELLINGHAM CITY	\$22,100.00
WA	BLACK DIAMOND TOWN	\$1,606.14
WA	BONNEY LAKE CITY	\$6,018.96
WA	BOTHELL CITY	\$6,379.75
WA	BREMERTON CITY	\$8,426.93
WA	BURLINGTON CITY	\$4,490.00
WA	CASTLE ROCK CITY	\$335.00
WA	CENTRALIA CITY	\$7,000.00
WA	CHEHALIS CITY	\$3,363.00
WA	CHELAN COUNTY	\$14,305.30
WA	CHENEY CITY	\$682.11
WA	CLALLAM COUNTY	\$14,433.23
WA	CLARKSTON CITY	\$1,995.51
WA	COSMOPOLIS CITY	\$1,936.58
WA	DES MOINES CITY	\$5,722.44
WA	DOUGLAS COUNTY	\$6,398.03
WA	EAST WENATCHEE CITY	\$3,706.24
WA	EDMONDS CITY	\$8,857.00
WA	ELLENSBURG CITY	\$5,089.85
WA	ENUMCLAW CITY	\$3,700.00
WA	EPHRATA CITY	\$2,214.50
WA	FEDERAL WAY CITY	\$32,268.51
WA	FERNDALE CITY	\$2,331.00
WA	GRAYS HARBOR COUNTY	\$13,134.81
WA	HOQUIAM CITY	\$6,245.52
WA	ISLAND COUNTY	\$6,677.01
WA	KALAMA CITY	\$1,401.55
WA	KELSO CITY	\$3,642.50
WA	KENNEWICK CITY	\$14,891.45
WA	KIRKLAND CITY	\$22,222.39
WA	KITTITAS COUNTY	\$2,122.57
WA	LACEY CITY	\$21,048.22
WA	LAKE FOREST PARK CITY	\$1,862.50
WA	LAKE STEVENS CITY	\$8,447.50
WA	LAKESIDE CITY	\$12,000.00
WA	LANGLEY CITY	\$1,125.24
WA	LEWIS COUNTY	\$7,644.33
WA	LINCOLN COUNTY	\$7,423.81
WA	LONGVIEW CITY	\$6,273.26
WA	LYNNWOOD CITY	\$20,363.00
WA	MARYSVILLE CITY	\$25,553.64

WA	MASON COUNTY	\$10,692.06
WA	MEDINA CITY	\$3,398.93
WA	MERCER ISLAND CITY	\$8,172.08
WA	MILL CREEK CITY	\$4,200.00
WA	MILTON CITY	\$1,514.77
WA	MONROE CITY	\$6,534.04
WA	MOUNT VERNON CITY	\$9,664.69
WA	MOUNTLAKE TERRACE CITY	\$4,985.93
WA	MOXEE CITY	\$1,909.70
WA	MUKILTEO CITY	\$7,349.20
WA	NEWPORT CITY	\$1,390.00
WA	OAK HARBOR CITY	\$5,287.20
WA	OLYMPIA CITY	\$12,569.43
WA	OTHELLO CITY	\$2,485.85
WA	PASCO CITY	\$14,662.96
WA	PORT ANGELES CITY	\$5,535.34
WA	PORT TOWNSEND CITY	\$2,814.00
WA	PULLMAN CITY	\$10,081.43
WA	PUYALLUP CITY	\$23,687.41
WA	RAYMOND CITY	\$1,765.07
WA	REARDAN TOWN	\$1,994.41
WA	REDMOND CITY	\$6,840.00
WA	RICHLAND CITY	\$7,452.75
WA	RIDGEFIELD CITY	\$2,247.43
WA	SAN JUAN COUNTY	\$7,988.52
WA	STEVENS COUNTY	\$3,492.77
WA	SUMNER CITY	\$6,173.00
WA	TOPPENISH CITY	\$2,877.62
WA	TUKWILA CITY	\$3,666.46
WA	UNION GAP CITY	\$567.57
WA	WAHKIAKUM COUNTY	\$2,122.00
WA	WALLA WALLA CITY	\$18,241.00
WA	WALLA WALLA COUNTY	\$4,327.83
WA	WAPATO CITY	\$1,452.34
WA	WENATCHEE CITY	\$4,872.51
WA	YAKIMA CITY	\$13,052.50
WA	ZILLAH CITY	\$1,576.78
	Totals for WA(87 Jurisdictions):	\$632,569.61
WI	ALBANY VILLAGE	\$2,572.50
WI	ALTOONA CITY	\$417.00
WI	ANTIGO CITY	\$763.20
WI	APPLETON CITY	\$8,500.00
WI	ASHLAND CITY	\$3,066.98
WI	ATHENS VILLAGE	\$835.00
WI	BALDWIN VILLAGE	\$811.50
WI	BARABOO CITY	\$7,775.00
WI	BARRON COUNTY	\$1,980.00
WI	BAYFIELD COUNTY	\$4,642.00
WI	BAYSIDE VILLAGE	\$830.00

WI	BEAVER DAM CITY	\$4,185.00
WI	BELOIT CITY	\$9,432.00
WI	BELOIT TOWN	\$2,125.00
WI	BERLIN CITY	\$1,836.00
WI	BOYCEVILLE VILLAGE	\$498.66
WI	BROOKFIELD CITY	\$4,955.00
WI	BROOKFIELD TOWN	\$2,062.50
WI	BROWN DEER VILLAGE	\$3,927.00
WI	BURLINGTON CITY	\$500.00
WI	CALEDONIA TOWN	\$6,475.00
WI	CEDARBURG CITY	\$8,255.00
WI	CHIPPEWA COUNTY	\$16,800.00
WI	CHIPPEWA FALLS CITY	\$3,420.00
WI	COLUMBIA COUNTY	\$3,325.00
WI	COLUMBUS CITY	\$1,900.00
WI	CORNELL CITY	\$1,625.00
WI	COTTAGE GROVE VILLAGE	\$2,009.45
WI	CRAWFORD COUNTY	\$2,962.50
WI	CRIVITZ VILLAGE	\$461.29
WI	CUDAHY CITY	\$4,249.95
WI	DE FOREST VILLAGE	\$2,375.00
WI	DELAFIELD CITY	\$2,295.00
WI	DODGE COUNTY	\$9,000.00
WI	DOOR COUNTY	\$4,118.27
WI	DOUGLAS COUNTY	\$6,240.00
WI	DUNN COUNTY	\$7,080.00
WI	EAGLE RIVER CITY	\$2,445.00
WI	EAU CLAIRE CITY	\$4,935.00
WI	EDGERTON CITY	\$1,275.00
WI	ELKHORN CITY	\$3,400.00
WI	ELM GROVE VILLAGE	\$1,995.00
WI	FITCHBURG CITY	\$8,228.00
WI	FOND DU LAC CITY	\$8,061.89
WI	FORT ATKINSON CITY	\$2,375.00
WI	FOX POINT VILLAGE	\$2,125.00
WI	FRANKLIN CITY	\$6,000.00
WI	FREMONT VILLAGE	\$565.00
WI	GERMANTOWN VILLAGE	\$5,347.50
WI	GLENDALE CITY	\$2,550.00
WI	GRAFTON VILLAGE	\$3,433.50
WI	GRAND CHUTE TOWN	\$3,508.00
WI	GRANT COUNTY	\$3,447.00
WI	GREEN COUNTY	\$7,455.00
WI	GREENFIELD CITY	\$6,400.00
WI	HALES CORNERS VILLAGE	\$2,003.00
WI	HAMMOND VILLAGE	\$467.50
WI	HARTFORD CITY	\$1,270.00
WI	HILLSBORO CITY	\$1,450.00
WI	HOLMEN VILLAGE	\$3,489.00

WI	HORICON CITY	\$960.00
WI	HUDSON CITY	\$1,732.50
WI	HURLEY CITY	\$1,447.50
WI	IOWA COUNTY	\$800.00
WI	JACKSON COUNTY	\$1,951.93
WI	JACKSON VILLAGE	\$1,275.00
WI	JANESVILLE CITY	\$16,674.00
WI	JEFFERSON COUNTY	\$13,937.50
WI	JUNEAU COUNTY	\$22,050.00
WI	KAUKAUNA CITY	\$2,941.03
WI	KENOSHA CITY	\$24,667.50
WI	KEWASKUM VILLAGE	\$1,599.98
WI	KEWAUNEE COUNTY	\$2,800.00
WI	KRONEWETTER TOWN	\$1,725.00
WI	LA CROSSE CITY	\$7,024.95
WI	LAKE DELTON VILLAGE	\$3,812.50
WI	LAKE HALLIE VILLAGE	\$1,625.00
WI	LAKE MILLS CITY	\$2,600.00
WI	LANCASTER CITY	\$470.00
WI	LANGLADE COUNTY	\$825.00
WI	LINCOLN COUNTY	\$3,482.50
WI	LINN TOWN	\$2,549.35
WI	LITTLE CHUTE VILLAGE	\$3,000.00
WI	LODI CITY	\$437.50
WI	LUXEMBURG VILLAGE	\$799.10
WI	MANAWA CITY	\$1,050.00
WI	MANITOWOC CITY	\$8,257.00
WI	MANITOWOC COUNTY	\$6,362.50
WI	MARINETTE CITY	\$1,275.00
WI	MARINETTE COUNTY	\$2,975.00
WI	MARQUETTE COUNTY	\$3,075.00
WI	MARSHFIELD CITY	\$5,016.66
WI	MCFARLAND VILLAGE	\$431.46
WI	MEDFORD CITY	\$876.00
WI	MENASHA CITY	\$3,150.00
WI	MENOMINEE COUNTY	\$1,273.50
WI	MENOMONEE FALLS VILLAGE	\$6,299.93
WI	MENOMONIE CITY	\$3,660.00
WI	MEQUON CITY	\$7,200.00
WI	MERRILL CITY	\$1,450.00
WI	MIDDLETON CITY	\$2,375.00
WI	MINOCQUA TOWN	\$2,232.00
WI	MONDOVI CITY	\$2,254.80
WI	MONROE CITY	\$3,105.00
WI	MOUNT HOREB VILLAGE	\$2,325.00
WI	MOUNT PLEASANT TOWN	\$12,445.00
WI	MUKWONAGO TOWN	\$2,175.00
WI	MUSKEGO CITY	\$456.30
WI	NEENAH CITY	\$2,581.54

WI	NEW BERLIN CITY	\$12,600.00
WI	NEW GLARUS VILLAGE	\$2,681.00
WI	NEW LONDON CITY	\$2,487.50
WI	NEW RICHMOND CITY	\$8,450.00
WI	NIAGARA CITY	\$523.29
WI	OAK CREEK CITY	\$5,760.00
WI	OCONOMOWOC CITY	\$1,874.98
WI	OCONOMOWOC TOWN	\$1,988.00
WI	OCONTO COUNTY	\$1,900.00
WI	ONALASKA CITY	\$6,335.00
WI	ONEIDA COUNTY	\$3,984.00
WI	OREGON VILLAGE	\$1,900.00
WI	OSHKOSH CITY	\$10,137.50
WI	OZAUKEE COUNTY	\$4,517.50
WI	PALMYRA VILLAGE	\$435.00
WI	PEWAUKEE VILLAGE	\$4,444.00
WI	PHILLIPS CITY	\$585.00
WI	PIERCE COUNTY	\$4,000.20
WI	PLEASANT PRARIE VILLAGE	\$6,375.00
WI	PLOVER VILLAGE	\$3,084.65
WI	PLYMOUTH CITY	\$1,285.00
WI	PORTAGE CITY	\$1,050.00
WI	PORTAGE COUNTY	\$5,980.00
WI	PULASKI VILLAGE	\$3,780.00
WI	RACINE CITY	\$11,025.00
WI	RHINELANDER CITY	\$1,799.90
WI	RICHLAND CENTER CITY	\$1,455.85
WI	RICHLAND COUNTY	\$4,217.50
WI	RIVER FALLS CITY	\$2,780.00
WI	ROBERTS VILLAGE	\$1,047.00
WI	RUSK COUNTY	\$1,660.00
WI	SAUK COUNTY	\$5,700.00
WI	SAUKVILLE VILLAGE	\$972.50
WI	SCHOFIELD CITY	\$3,586.86
WI	SHARON VILLAGE	\$837.19
WI	SHAWANO CITY	\$2,125.00
WI	SHAWANO COUNTY	\$3,150.00
WI	SHEBOYGAN FALLS CITY	\$1,850.00
WI	SHOREWOOD VILLAGE	\$2,800.00
WI	SLINGER VILLAGE	\$4,600.00
WI	SOUTH MILWAUKEE CITY	\$1,300.00
WI	ST CROIX COUNTY	\$11,130.00
WI	ST FRANCIS CITY	\$2,922.50
WI	STEVENS POINT CITY	\$7,256.00
WI	STURGEON BAY CITY	\$6,270.00
WI	SUN PRAIRIE CITY	\$12,000.00
WI	SUPERIOR CITY	\$10,770.00
WI	SUMMIT VILLAGE	\$1,604.00
WI	TAYLOR COUNTY	\$6,930.00

WI	TOMAH CITY	\$1,707.50
WI	TREMPEALEAU COUNTY	\$2,840.00
WI	TWIN LAKES VILLAGE	\$4,585.97
WI	VERONA CITY	\$2,902.50
WI	VILAS COUNTY	\$2,750.00
WI	WATERLOO CITY	\$475.00
WI	WATERTOWN CITY	\$1,750.00
WI	WAUKESHA CITY	\$10,000.00
WI	WAUNAKEE VILLAGE	\$1,900.00
WI	WAUPACA CITY	\$2,169.00
WI	WAUPACA COUNTY	\$5,557.09
WI	WAUSAU CITY	\$6,018.75
WI	WAUWATOSA CITY	\$17,850.00
WI	WEST ALLIS CITY	\$19,669.58
WI	WEST BEND CITY	\$2,404.00
WI	WEST SALEM VILLAGE	\$2,880.00
WI	WHITEFISH BAY VILLAGE	\$1,465.00
WI	WHITEWATER CITY	\$5,400.00
WI	WILLIAMS BAY VILLAGE	\$1,440.00
WI	WISCONSIN RAPIDS CITY	\$7,875.00
WI	WOOD COUNTY	\$2,875.00
	Totals for WI(179 Jurisdictions):	\$740,482.03
WV	BECKLEY CITY	\$6,375.00
WV	BLUEFIELD CITY	\$5,169.00
WV	CHARLES TOWN CITY	\$720.00
WV	CLARKSBURG CITY	\$3,110.00
WV	HARDY COUNTY	\$4,387.50
WV	HUNTINGTON CITY	\$17,200.00
WV	JACKSON COUNTY	\$6,750.00
WV	MARION COUNTY	\$3,284.50
WV	MINGO COUNTY	\$7,110.00
WV	MOOREFIELD TOWN	\$2,839.90
WV	MORGANTOWN CITY	\$1,670.00
WV	OAK HILL CITY	\$6,440.00
WV	OHIO COUNTY	\$3,179.00
WV	PRINCETON CITY	\$800.00
WV	PUTNAM COUNTY	\$4,750.00
WV	RAVENSWOOD CITY	\$2,448.07
WV	SOUTH CHARLESTON CITY	\$2,437.50
WV	VIENNA CITY	\$5,540.00
WV	WEIRTON CITY	\$2,948.38
WV	WINFIELD TOWN	\$1,200.00
WV	WYOMING COUNTY	\$2,850.00
	Totals for WV(21 Jurisdictions):	\$91,208.85
WY	ALBANY COUNTY	\$12,448.00
WY	CAMPBELL COUNTY	\$4,089.15
WY	CASPER CITY	\$14,112.72
WY	CHEYENNE CITY	\$23,304.75
WY	CODY CITY	\$2,606.43

WY	CONVERSE COUNTY	\$4,725.00
WY	CROOK COUNTY	\$787.12
WY	DOUGLAS CITY	\$3,225.00
WY	EVANSTON CITY	\$4,232.00
WY	FREMONT COUNTY	\$14,427.50
WY	GILLETTE CITY	\$11,200.00
WY	GOSHEN COUNTY	\$7,071.25
WY	GREEN RIVER CITY	\$5,723.19
WY	HOT SPRINGS COUNTY	\$2,406.80
WY	LANDER CITY	\$7,650.00
WY	LARAMIE CITY	\$14,659.13
WY	LINCOLN COUNTY	\$5,129.50
WY	MANDERSON TOWN	\$799.38
WY	MILLS TOWN	\$4,092.10
WY	MOORCROFT TOWN	\$651.00
WY	NATRONA COUNTY	\$10,725.00
WY	NIOBRARA COUNTY	\$1,697.50
WY	PLATTE COUNTY	\$12,718.08
WY	RIVERTON CITY	\$3,235.65
WY	ROCK SPRINGS CITY	\$6,563.73
WY	SARATOGA TOWN	\$1,386.61
WY	SHERIDAN CITY	\$4,664.50
WY	SHERIDAN COUNTY	\$7,721.87
WY	SUBLETTE COUNTY	\$6,695.00
WY	SWEETWATER COUNTY	\$9,753.90
WY	THERMOPOLIS TOWN	\$2,800.00
WY	UINTA COUNTY	\$14,174.00
	Totals for WY(32 Jurisdictions):	\$225,475.86
	Report Totals for (4237 Jurisdictions):	\$25,406,117.00

City of Milpitas, California

BUDGET CHANGE FORM

Type of Change	From (Credit)		To (Debit)	
	Account	Amount	Account	Amount
Check one: ☒ Budget Appropriation ☐ Budget Transfer	100-3557	\$ 7,629	100-721-4223	\$ 7,629

Recommendation: Authorize the City Manager to accept the 2023 Bulletproof Vest Partnership Grant in the amount of \$7,628.91 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 \$7,628.91. The grant will reimburse the City of Milpitas fifty (50) percent of the cost for each ballistic vest purchased between April 1, 2023 and August 31, 2025.

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 eighteen (18) ballistic vests during this award period and the total expense will be approximately \$15,257.82. 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 \$7,628.91.

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 2023 Bulletproof Vest Partnership Grant of \$7,628.91.

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, 2025.

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 \$7,628.91 for fifty (50) percent of the cost of the needed bulletproof vests, therefore; a budget appropriation is needed for \$7,628.91 into the Police Department's FY 2023-24 operating budget. There are sufficient funds in the Police Department's FY 2023-24 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):

This item is not a project under the California Environmental Quality Act (CEQA) Guideline 15378(b).

RECOMMENDATION:

- (1) Authorize the City Manager to accept the 2023 Bulletproof Vest Partnership Grant in the amount of \$7,628.91 and approve a related budget appropriation.

ATTACHMENT(S):

- (a) 2023 BVP Award List
(b) Budget Change Form

☐ Check if City Council Approval required.

Meeting: November 7, 2023

Requested by:	Department Head: Jared Hernandez	Date: November 7, 2023
Reviewed by:	Finance Director: Lauren Lai	Date: November 7, 2023
Approved by:	City Manager: Ned Thomas	Date: November 7, 2023
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:	Authorize the City Manager to Execute the Grant Agreement with the Office of Traffic Safety to Accept the Fiscal Year 2024 Office of Traffic Safety Selective Traffic Enforcement Program Grant and Approve a Related Budget Appropriation in the Amount of \$110,000.00 (Staff Contact: Jared Hernandez, Chief of Police, 408-586-2406)
Category:	Consent Calendar-Public Safety
Meeting Date:	11/7/2023
Recommendation:	Authorize the City Manager to execute the grant agreement with the Office of Traffic Safety to Accept the Fiscal Year 2024 Office of Traffic Safety Selective Traffic Enforcement Program Grant and approve a related budget appropriation in the amount of \$110,000.00.

BACKGROUND:

The Office of Traffic Safety (OTS) administers the Selective Traffic Enforcement Program (STEP) that offers grant funds from the California Office of Traffic Safety to reimburse law enforcement agencies for overtime expenditures specifically directed toward traffic safety operations.

The grant funding is directed at conducting best practice strategies to reduce the number of persons killed and injured in traffic related collisions involving impaired driving and other primary collision factors. The funded strategies may include enforcement operations focusing on impaired driving, distracted driving, nighttime seatbelt use, motorcycle safety, and pedestrian and bicycle safety. Operations are conducted in areas with a disproportionate number of traffic collisions. Other funded strategies may include public education and police department staff training.

The City of Milpitas has been approved for a grant of \$110,000.00 to conduct driving under the influence (DUI) saturation patrols, DUI checkpoints, traffic enforcement operations, distracted driving enforcement, motorcycle safety, pedestrian and bicycle safety, public education, equipment purchases, and training on an overtime basis in conjunction with STEP between October 1, 2023 and September 30, 2024.

ANALYSIS:

The City of Milpitas is not required to accept the OTS STEP grant funding; however, traffic safety is a paramount concern in the City of Milpitas and this funding will help address traffic safety issues throughout the City. If accepted, the City of Milpitas must agree to utilize the funding for enforcement, public education, and/or training related to specific traffic safety issues on an overtime basis. Examples of specific issues include but are not limited to: DUI, distracted driving, seat belt violation, and pedestrian/bicycle safety. Enforcement and public education are important components to reducing collisions and saving lives. The spending period for this funding begins October 1, 2023 and concludes on September 30, 2024.

POLICY ALTERNATIVE(S):

Alternative 1: Refuse the fiscal year 2024 Office of Traffic Safety Selective Traffic Enforcement Program grant of \$110,000.

Pros: There are no identified benefits to this alternative.

Cons: The Police Department would not be able to increase overtime enforcement, education, or training towards traffic safety.

Reason for Not Recommending: The FY 2024 OTS STEP grant award does not require matching funds nor are there any requirements that result in a negative impact. The City will be reimbursed for the expenses incurred.

FISCAL IMPACT:

A budget appropriation is needed for \$110,000 for the overtime, equipment, and training expenditures in the Police Department's operating budget. The expenditures will be reimbursed by the OTS STEP grant funding. The grant does not require any matching funds.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

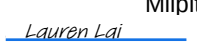
The action is continuing administrative or maintenance activity and is not a project pursuant to Cal. Code Regs., tit. 14, § 15378.

RECOMMENDATION:

- (1) Authorize the City Manager to execute the grant agreement with the Office of Traffic Safety to Accept the Fiscal Year 2024 Office of Traffic Safety Selective Traffic Enforcement Program Grant.
- (2) Approve a related budget appropriation in the amount of \$110,000.00.

ATTACHMENT(S):

- (a) Grant Agreement
- (b) Budget Change Form

1. GRANT TITLE Selective Traffic Enforcement Program (STEP)	
2. NAME OF AGENCY Milpitas	3. Grant Period From: 10/01/2023 To: 09/30/2024
4. AGENCY UNIT TO ADMINISTER GRANT Milpitas Police Department	
5. GRANT DESCRIPTION Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.	
6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$110,000.00	
7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: - Schedule A – Problem Statement, Goals and Objectives and Method of Procedure - Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable) - Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable) - Exhibit A – Certifications and Assurances - Exhibit B* – OTS Grant Program Manual - Exhibit C – Grant Electronic Management System (GEMS) Access *Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov. We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions. IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.	
8. Approval Signatures	
A. GRANT DIRECTOR NAME: David Morris TITLE: Police Sergeant EMAIL: dmorris@milpitas.gov PHONE: (408) 586-2902 ADDRESS: 1275 N. Milpitas Blvd. Milpitas, CA 95035  David C. Morris (Sep 27, 2023 18:55 EDT) _____ (Signature) Sep 27, 2023 _____ (Date)	B. AUTHORIZING OFFICIAL ADDRESS: Jared Hernandez Acting Chief jhernandez@milpitas.gov (408) 586-2402 1275 N. Milpitas Blvd. Milpitas, CA 95035  Jared Hernandez (Oct 4, 2023 21:48 PDT) _____ (Signature) Oct 4, 2023 _____ (Date)
C. FISCAL OFFICIAL ADDRESS: Lauren Lai Director of Finance llai@milpitas.gov (408) 586-3111 1275 N. Milpitas Blvd. Milpitas, CA 95035  Lauren Lai (Sep 27, 2023 15:59 PDT) _____ (Signature) Sep 27, 2023 _____ (Date)	D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY ADDRESS: Barbara Rooney Director barbara.rooney@ots.ca.gov (916) 509-3030 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758  Barbara L. Rooney _____ (Signature) Oct 10, 2023 _____ (Date)

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	9. SAM INFORMATION SAM #: EZ77RK2NWK8 REGISTERED ADDRESS: 455 E Calaveras Blvd CITY: Milpitas ZIP+4: 95035-5411
--	---

10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
164AL-24.1	20.608	0521-0890-101	2022	43/22	BA/22	\$23,800.00
402PT-24.1	20.600	0521-0890-101	2022	43/22	BA/22	\$13,600.00
402PT-24	20.600	0521-0890-101	2023	12/23	BA/23	\$26,400.00
164AL-24	20.608	0521-0890-101	2023	12/23	BA/23	\$46,200.00
				AGREEMENT TOTAL		\$110,000.00
				AMOUNT ENCUMBERED BY THIS DOCUMENT		
				\$110,000.00		
<i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i>				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT		
				\$ 0.00		
OTS ACCOUNTING OFFICER'S SIGNATURE		DATE SIGNED		TOTAL AMOUNT ENCUMBERED TO DATE		
 Carolyn Vu (Oct 5, 2023 08:03 PDT)		Oct 5, 2023		\$110,000.00		

1. PROBLEM STATEMENT

The City of Milpitas is located in northern Santa Clara County and is considered the "Crossroads of Silicon Valley" and has become a primary commuter connection between Silicon Valley and communities in the Central Valley. Highways I-680, I-880, State Route 237, and Montague Expressway bring a tremendous amount of vehicular traffic through the city. The Santa Clara Valley Transportation Authority (VTA) currently operates a central hub at the Great Mall of Milpitas. In addition, the city has a Bay Area Rapid Transit (BART) station accompanied by a six-story parking garage that draws people from throughout the Bay Area (daily ridership is estimated at 10,000).

The current residential population of Milpitas exceeds 80,000 people. Although the city incorporates only 14.5 square miles and has 139 miles of surface streets, tens of thousands of vehicles travel through the city each day. This amount of vehicular traffic creates congestion and safety challenges for the city and its police department. Aside from being the crossroads for many drivers, Milpitas is also a destination for workers and consumers from various communities in the bay area. Corporate headquarters and satellite campuses of several international companies are located in Milpitas, and some of the major employers include Cisco Systems, Flextronics International, Linear Technology, Kaiser Permanente, and KLA-Tenor. The day time population in Milpitas is estimated to be over 100,000 people.

Milpitas is also the home of the Great Mall of the Bay Area, which is Northern California's largest indoor outlet and shopping destination with more than 1.3 million square feet of retail floor space for more than 200 outlet & value stores and more than 32 dining options. The 11 anchor stores and businesses include Kohls, Dicks Sporting Goods, Bed Bath & Beyond, Neiman Marcus Last Call, Saks Fifth Avenue OFF 5th, Century Theaters, Burlington, and Dave and Buster's. The Great Mall of the Bay Area attracts residents throughout Santa Clara County, neighboring Alameda County and throughout the Bay Area. Levi and Avaya stadiums also play a role in traffic congestion during hosted events. Amazon and Apple hubs are now open.

The Milpitas Police Department continues to address traffic safety concerns and congestion and one major focus has been attempting to reduce the crash rate on the major arterial roadways. The City of Milpitas has utilized OTS STEP grants in several years past and with continued funding will continue to address effort to reduce injury traffic crashes, DUI related injury crashes, fatal crashes, and PCF related violations. Reported traffic complaints, including school-related traffic issues, speeding vehicles, and pedestrian violations along our major thoroughfares and in our residential neighborhoods, are significant concerns of our community.

Complaints with traffic congestion have increased with the growing economy and city population. Traffic complaints are routed through the Traffic Safety Unit (TSU), and the volume of complaints is challenging for the unit to process. In prior years, the TSU consisted of a Traffic Lieutenant, a Traffic Sergeant, a Commercial Enforcement Officer, two (2) DUI Enforcement Officers, eight (8) motorcycle officers and one (1) Traffic Investigator. However, due to low staffing levels, The TSU is currently staffed with three (3) motorcycle officers and one (1) Sergeant. The TSU is responsible for handling all traffic related incidents, with the primary focus of enforcement of traffic laws, and it handles a majority of the vehicle crashes; traffic related calls for service; and issues a majority of the citations.

In 2022, the Milpitas Police Department responded to or initiated approximately 141 stand-alone DUI Arrests and an additional 61 arrests stemming from DUI -Related vehicle crashes. Since greater staffing numbers are not even yet on the horizon, it's been through the generosity of the monies received through the Strategic Traffic Enforcement Program (STEP), the Milpitas Police Department has been able to maintain normal service operations, while also allowing the opportunity for additional officers to focus on directed enforcement. We continue to be more successful in addressing the problems associated with DUI drivers, red light runners, speeding vehicles, aggressive driving, and distracted driving. In addition, it will enable an enhanced pedestrian and bicyclist safety program.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.

3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.
8. Reduce the number of persons injured in alcohol-involved crashes.
9. Reduce the number of persons killed in drug-involved crashes.
10. Reduce the number of persons injured in drug-involved crashes.
11. Reduce the number of persons killed in alcohol/drug combo-involved crashes.
12. Reduce the number of persons injured in alcohol/drug combo-involved crashes.
13. Reduce the number of motorcyclists killed in traffic crashes.
14. Reduce the number of motorcyclists injured in traffic crashes.
15. Reduce hit & run fatal crashes.
16. Reduce hit & run injury crashes.
17. Reduce nighttime (2100 - 0259 hours) fatal crashes.
18. Reduce nighttime (2100 - 0259 hours) injury crashes.

B. Objectives:	Target Number
1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov , and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.	1
2. Participate and report data (as required) in the following campaigns; Quarter 1: National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	10
3. Develop (by December 31) and/or maintain a "DUI BOLO" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	1
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	1
6. Send law enforcement personnel to the Drug Recognition Expert (DRE) training.	1
7. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	2
8. Conduct DUI Saturation Patrol operation(s).	22
9. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	7
10. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	3
11. Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or crashes resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary crash factor violations by motorcyclists and other drivers.	1

12. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	4
13. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	2
14.	
15. Participate in highly visible collaborative DUI Enforcement operations.	5
16. Participate in highly visible collaborative Traffic Enforcement operations.	3
3. METHOD OF PROCEDURE A. <u>Phase 1 – Program Preparation (1st Quarter of Grant Year)</u> - The department will develop operational plans to implement the “best practice” strategies outlined in the objectives section. - All training needed to implement the program should be conducted in the first quarter. - All grant related purchases needed to implement the program should be made in the first quarter. - In order to develop/maintain the “DUI BOLOs,” research will be conducted to identify the “worst of the worst” repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The DUI BOLO may include the driver’s name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly. - Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations. <u>Media Requirements</u> Issue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the November 15 deadline to issue a kick-off press release, communicate reasons to your OTS coordinator and OTS PIO.	
B. <u>Phase 2 – Program Operations (Throughout Grant Year)</u> - The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes. <u>Media Requirements</u> The following requirements are for all grant-related activities: - Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated. - The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the Coordinator. - Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases are an exception to this policy and require prior approval before distribution to the media and public. - If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy to your OTS Coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated. - Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event	

highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your Coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).

- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your Coordinator with embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval. Please send to the OTS PIO at pio@ots.ca.gov for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS Coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- Contact the OTS PIO or your OTS Coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)
 - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
 - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
 - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
 - Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary

of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT		
164AL-24	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	\$70,000.00		
402PT-24	20.600	State and Community Highway Safety	\$40,000.00		
COST CATEGORY		FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS					
<u>Straight Time</u>					\$0.00
<u>Overtime</u>					
DUI/DL Checkpoints		164AL-24	\$11,500.00	2	\$23,000.00
DUI Saturation Patrols		164AL-24	\$1,500.00	22	\$33,000.00
Collaborative DUI Enforcement		164AL-24	\$1,400.00	5	\$7,000.00
Traffic Enforcement		402PT-24	\$1,000.00	7	\$7,000.00
Distracted Driving		402PT-24	\$1,000.00	3	\$3,000.00
Motorcycle Safety		402PT-24	\$1,000.00	1	\$1,000.00
Pedestrian and Bicycle Enforcement		402PT-24	\$1,000.00	4	\$4,000.00
Collaborative Traffic Enforcement		402PT-24	\$1,000.00	3	\$3,000.00
Category Sub-Total					\$81,000.00
B. TRAVEL EXPENSES					
In State Travel		402PT-24	\$2,000.00	1	\$2,000.00
					\$0.00
Category Sub-Total					\$2,000.00
C. CONTRACTUAL SERVICES					
					\$0.00
Category Sub-Total					\$0.00
D. EQUIPMENT					
Changeable Message Sign Trailer with Radar		402PT-24	\$20,000.00	1	\$20,000.00
Category Sub-Total					\$20,000.00
E. OTHER DIRECT COSTS					
DUI Checkpoint Supplies		164AL-24	\$7,000.00	1	\$7,000.00
Category Sub-Total					\$7,000.00
F. INDIRECT COSTS					
					\$0.00
Category Sub-Total					\$0.00
GRANT TOTAL					\$110,000.00

BUDGET NARRATIVE

PERSONNEL COSTS

DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Collaborative DUI Enforcement - Overtime for grant funded Collaborative DUI Enforcement operations conducted by appropriate department personnel

Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Motorcycle Safety - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Collaborative Traffic Enforcement - Overtime for grant funded Collaborative Traffic Enforcement operations conducted by appropriate department personnel

TRAVEL EXPENSES

In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include the California Traffic Safety Summit (November 7-8, 2023, in Orange County) and the OTS Traffic Safety Law Enforcement Forum. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.

CONTRACTUAL SERVICES

-

EQUIPMENT

Changeable Message Sign Trailer with Radar-Fully equipped changeable message sign trailer(s) with a radar device and digital display that is portable and fully programmable and will determine and display the speed of vehicles or post traffic safety information and messages during OTS funded operations.

OTHER DIRECT COSTS

DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS Device/Calibration Supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed. Each item must have a unit cost of less than \$5,000 (including tax and shipping).

INDIRECT COSTS

-

STATEMENTS/DISCLAIMERS

There will be no program income generated from this grant.

Nothing in this "agreement" shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

Certifications and Assurances for Fiscal Year 2024 Highway Safety Grants (23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, [Public Law 109-59](#), as amended by Sec. 25024, [Public Law 117-58](#);
- [23 CFR part 1300](#)—Uniform Procedures for State Highway Safety Grant Programs;
- [2 CFR part 200](#)—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- [2 CFR part 1201](#)—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION

(applies to all subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* ([42 U.S.C. 2000d](#) et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- [49 CFR part 21](#) (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- [28 CFR 50.3](#) (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, ([42 U.S.C. 4601](#)), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973*, (23 U.S.C. 324 et seq.), and *Title IX of the Education Amendments of 1972*, as amended ([20 U.S.C. 1681-1683](#) and [1685-1686](#)) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973*, ([29 U.S.C. 794](#) et seq.), as amended, (prohibits discrimination on the basis of disability) and [49 CFR part 27](#);
- *The Age Discrimination Act of 1975*, as amended, ([42 U.S.C. 6101](#) et seq.), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* ([42 U.S.C. 12131-12189](#)) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and [49 CFR parts 37](#) and [38](#);
- [Executive Order 12898](#), *Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations* (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- [Executive Order 13166](#), *Improving Access to Services for Persons with Limited English Proficiency* (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- [Executive Order 13985](#), *Advancing Racial Equity and Support for Underserved Communities through the Federal Government* (advancing equity across the Federal Government); and
- [Executive Order 13988](#), *Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation* (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

GENERAL ASSURANCES

9/19/2023 1:21:29 PM

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (c) of [49 CFR part 21](#) will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review

upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs;
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 1. Abide by the terms of the statement;
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
 1. Taking appropriate personnel action against such an employee, up to and including termination;
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)

(applies to all subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to all subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING **(applies to subrecipients as well as States)**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION **(applies to all subrecipients as well as States)**

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180](#) and [1200](#).
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180](#) and [1200](#). You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180](#) and [1200](#).
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS— **PRIMARY TIER COVERED TRANSACTIONS**

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180](#) and [1200](#).
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180](#) and [1200](#). You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180](#) and [1200](#).
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION— LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST

(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to all subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

INSTRUCTIONS FOR ADDING OR UPDATING GEMS USERS

1. Each agency is allowed a total of **FIVE (5) GEMS Users**.
2. GEMS Users listed on this form will be authorized to login to GEMS to complete and submit Quarterly Performance Reports (QPRs) and reimbursement claims.
3. Complete the form if adding, removing or editing a GEMS user(s).
4. The Grant Director must sign this form and return it with the Grant Agreement.

GRANT DETAILS

Grant Number:	PT24119
Agency Name:	Milpitas Police Department
Grant Title:	Selective Traffic Enforcement Program (STEP)
Agreement Total:	\$110,000.00
Authorizing Official:	Jared Hernandez
Fiscal Official:	Lauren Lai
Grant Director:	David Morris

CURRENT GEMS USER(S)

1. Lisa Beaulieu

Title: Management Analyst

Phone: (408) 586-2434

Email: lbeaulieu@ci.milpitas.ca.gov

Media Contact: No

2. Joseph Heylen

Title: Sergeant

Phone: (408) 586-2435

Email: jheylen@ci.milpitas.ca.gov

Media Contact: Yes

3. Bryan Hinkley

Title: Sergeant

Phone: (408) 586-2438

Email: bhinkley@ci.milpitas.ca.gov

Media Contact: No

4. David Morris

Title: Police Sergeant

Phone: (408) 586-2902

Email: dmorris@milpitas.gov

Media Contact: Yes

Complete the below information if adding, removing or editing a GEMS user(s)

GEMS User 1 Add/Change ☐ Remove Access ☐ Add as a media contact? Yes ☐ No ☐	
Name	Job Title
Email address	Phone number
GEMS User 2 Add/Change ☐ Remove Access ☐ Add as a media contact? Yes ☐ No ☐	
Name	Job Title
Email address	Phone number
GEMS User 3 Add/Change ☐ Remove Access ☐ Add as a media contact? Yes ☐ No ☐	
Name	Job Title
Email address	Phone number
GEMS User 4 Add/Change ☐ Remove Access ☐ Add as a media contact? Yes ☐ No ☐	
Name	Job Title
Email address	Phone number
GEMS User 5 Add/Change ☐ Remove Access ☐ Add as a media contact? Yes ☐ No ☐	
Name	Job Title
Email address	Phone number
Form completed by: <u>David C. Morris</u> Date: Sep 20, 2023 David C. Morris (Sep 20, 2023 09:26 PDT)	
As a signatory I hereby authorize the listed individual(s) to represent and have GEMS user access. <u>David C. Morris</u> David C. Morris David C. Morris (Sep 27, 2023 18:53 EDT)	
Signature	Name
Sep 27, 2023	Grant Director
Date	Title

Grant Agreement - PT24119

Final Audit Report

2023-10-10

Created:	2023-09-19
By:	Jim Owens (jim.owens@ots.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA13yVTvindPAz_d7CMuT48YfK_jDDsLQD

"Grant Agreement - PT24119" History

-  Document created by Jim Owens (jim.owens@ots.ca.gov)
2023-09-19 - 8:21:45 PM GMT
-  Document emailed to dmorris@milpitas.gov for signature
2023-09-19 - 8:21:53 PM GMT
-  Email viewed by dmorris@milpitas.gov
2023-09-20 - 0:00:29 AM GMT
-  Signer dmorris@milpitas.gov entered name at signing as David C. Morris
2023-09-20 - 4:26:21 PM GMT
-  Document e-signed by David C. Morris (dmorris@milpitas.gov)
Signature Date: 2023-09-20 - 4:26:23 PM GMT - Time Source: server
-  Document emailed to dmorris@milpitas.gov for signature
2023-09-20 - 4:26:24 PM GMT
-  Email viewed by dmorris@milpitas.gov
2023-09-20 - 4:29:20 PM GMT
-  Email viewed by dmorris@milpitas.gov
2023-09-27 - 10:54:08 PM GMT
-  Signer dmorris@milpitas.gov entered name at signing as David C. Morris
2023-09-27 - 10:55:56 PM GMT
-  Document e-signed by David C. Morris (dmorris@milpitas.gov)
Signature Date: 2023-09-27 - 10:55:58 PM GMT - Time Source: server
-  Document emailed to llai@milpitas.gov for signature
2023-09-27 - 10:55:59 PM GMT

 Email viewed by llai@milpitas.gov

2023-09-27 - 10:58:20 PM GMT

 Signer llai@milpitas.gov entered name at signing as Lauren Lai

2023-09-27 - 10:59:02 PM GMT

 Document e-signed by Lauren Lai (llai@milpitas.gov)

Signature Date: 2023-09-27 - 10:59:04 PM GMT - Time Source: server

 Document emailed to jhernandez@milpitas.gov for signature

2023-09-27 - 10:59:06 PM GMT

 Email viewed by jhernandez@milpitas.gov

2023-09-29 - 0:52:32 AM GMT

 Email viewed by jhernandez@milpitas.gov

2023-10-04 - 11:16:01 PM GMT

 Signer jhernandez@milpitas.gov entered name at signing as Jared Hernandez

2023-10-05 - 4:48:19 AM GMT

 Document e-signed by Jared Hernandez (jhernandez@milpitas.gov)

Signature Date: 2023-10-05 - 4:48:21 AM GMT - Time Source: server

 Document emailed to Carolyn Vu (Carolyn.Vu@ots.ca.gov) for signature

2023-10-05 - 4:48:23 AM GMT

 Email viewed by Carolyn Vu (Carolyn.Vu@ots.ca.gov)

2023-10-05 - 3:03:43 PM GMT

 Document e-signed by Carolyn Vu (Carolyn.Vu@ots.ca.gov)

Signature Date: 2023-10-05 - 3:03:51 PM GMT - Time Source: server

 Document emailed to Barbara Rooney (barbara.rooney@ots.ca.gov) for signature

2023-10-05 - 3:03:53 PM GMT

 Email viewed by Barbara Rooney (barbara.rooney@ots.ca.gov)

2023-10-10 - 4:17:16 PM GMT

 Document e-signed by Barbara Rooney (barbara.rooney@ots.ca.gov)

Signature Date: 2023-10-10 - 4:17:27 PM GMT - Time Source: server

 Agreement completed.

2023-10-10 - 4:17:27 PM GMT

City of Milpitas, California

BUDGET CHANGE FORM

Type of Change	From (Credit)		To (Debit)	
	Account	Amount	Account	Amount
Check one: ☒ Budget Appropriation ☐ Budget Transfer	267-3557	\$110,000	267-722-4113 267-722-4505 267-722-4873 267-722-4223	\$81,000 \$2,000 \$20,000 \$7,000

Recommendation: Authorize the City Manager to execute the grant agreement with the Office of Traffic Safety to Accept the Fiscal Year 2024 Office of Traffic Safety Selective Traffic Enforcement Program Grant and approve a related budget appropriation in the amount of \$110,000.00.

BACKGROUND:

The Office of Traffic Safety (OTS) administers the Selective Traffic Enforcement Program (STEP) that offers grant funds from the California Office of Traffic Safety to reimburse law enforcement agencies for overtime expenditures specifically directed toward traffic safety operations.

The grant funding is directed at conducting best practice strategies to reduce the number of persons killed and injured in traffic related collisions involving impaired driving and other primary collision factors. The funded strategies may include enforcement operations focusing on impaired driving, distracted driving, nighttime seatbelt use, motorcycle safety, and pedestrian and bicycle safety. Operations are conducted in areas with a disproportionate number of traffic collisions. Other funded strategies may include public education and police department staff training.

The City of Milpitas has been approved for a grant of \$110,000.00 to conduct driving under the influence (DUI) saturation patrols, DUI checkpoints, traffic enforcement operations, distracted driving enforcement, motorcycle safety, pedestrian and bicycle safety, public education, equipment purchases, and training on an overtime basis in conjunction with STEP between October 1, 2023 and September 30, 2024.

ANALYSIS:

The City of Milpitas is not required to accept the OTS STEP grant funding; however, traffic safety is a paramount concern in the City of Milpitas and this funding will help address traffic safety issues throughout the City. If accepted, the City of Milpitas must agree to utilize the funding for enforcement, public education, and/or training related to specific traffic safety issues on an overtime basis. Examples of specific issues include but are not limited to: DUI, distracted driving, seat belt violation, and pedestrian/bicycle safety. Enforcement and public education are important components to reducing collisions and saving lives. The spending period for this funding begins October 1, 2023 and concludes on September 30, 2024.

POLICY ALTERNATIVE(S):

Alternative 1: Refuse the fiscal year 2024 Office of Traffic Safety Selective Traffic Enforcement Program grant of \$110,000.

Pros: There are no identified benefits to this alternative.

Cons: The Police Department would not be able to increase overtime enforcement, education, or training towards traffic safety.

Reason for Not Recommending: The FY 2024 OTS STEP grant award does not require matching funds nor are there any requirements that result in a negative impact. The City will be reimbursed for the expenses incurred.

FISCAL IMPACT:

A budget appropriation is needed for \$110,000 for the overtime, equipment, and training expenditures in the Police Department's operating budget. The expenditures will be reimbursed by the OTS STEP grant funding. The grant does not require any matching funds.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The action is continuing administrative or maintenance activity and is not a project pursuant to Cal. Code Regs., tit. 14, § 15378.

RECOMMENDATION:

- (1) Authorize the City Manager to execute the grant agreement with the Office of Traffic Safety to Accept the Fiscal Year 2024 Office of Traffic Safety Selective Traffic Enforcement Program Grant.
- (2) Approve a related budget appropriation in the amount of \$110,000.00.

ATTACHMENT(S):

- (a) Grant Agreement
- (b) Budget Change Form

☐ Check if City Council Approval required.

Meeting: November 7, 2023

Requested by:	Department Head: Jared Hernandez	Date: November 7, 2023
Reviewed by:	Finance Director: Lauren Lai	Date: November 7, 2023
Approved by:	City Manager: Ned Thomas	Date: November 7, 2023
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:	Adopt a Resolution to Reject a Bid Protest from Iteris; Award IFB 24-025 and Authorize the City Manager to Execute the Purchase Order with Econolite Control Products, Inc. in the amount of \$127,871.66 for the Purchase of 25 Citywide Traffic Detection Cameras (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602)
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	11/7/2023
Recommendation:	Adopt a resolution to reject a bid protest from Iteris; award IFB 24-025 and authorize the City Manager to execute the purchase order with Econolite Control Products, Inc. in the amount of \$127,871.66 for the purchase of 25 citywide traffic detection cameras.

BACKGROUND:

Public Works is responsible for the repairs, replacement, and minor improvements to streetlights, signage, and traffic control devices. Funding was programmed in FY 2023-2024 Capital Budget for the purchase of traffic signal cameras. These cameras will primarily replace and upgrade existing cameras as well install new cameras at select intersections throughout the City of Milpitas. This enhancement would improve traffic safety and operations.

ANALYSIS:

On August 31, 2023, the City's Purchasing Division released Invitation for Bid (IFB) No. 24-025 for the purchase of 25 traffic cameras. The IFB outlined the City's need for 25 of these cameras as well as associated parts, materials, and components for their successful implementation in the field. Two firms responded to the IFB by the published closing date of September 28, 2023. The bids received were reviewed by Purchasing staff for compliance and responsiveness and accepted. Iteris submitted a base bid in the amount of \$165,928.90. Econolite Control Products, Inc. submitted a base bid in the amount of \$127,871.66. Bid results were posted on September 29, 2023 (**Attachment 2**). The difference between the two qualifying bids was \$38,057.24.

In the solicitation, the City specified the Iteris cameras for compatibility with currently deployed models in the field. One bid was submitted by Econolite Control Products, Inc. in response to the IFB. The substitution was reviewed and accepted by staff and was determined to meet or exceed the quality and requirements of the item listed in the specifications. A bid protest from Iteris (**Attachment 3**) was received on October 9, 2023 and was reviewed by the City Attorney. The bid protest submitted by Iteris was due to the bid specification stating Iteris products, but the awardee is proposing similar products that meet or exceed the IFB requirements.

The City determine the ground for appeal is without merit. According to Section 6.19 of the Bid Instructions, "Manufacturer's names, trade names, brand names, model and catalog numbers used in these specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids proposing substitute brands will be considered provided the substitute brand meets or exceeds the quality and requirements of the item listed in the specifications." Additionally, according to Section 6.20 of the Bid Instructions, "Bids will be considered on equipment or material complying substantially with specifications, provided: 1) any deviation is stated in writing and 2) each substitution is described in detail explaining how the alternative equipment or material is equal to or better than the specified equipment or material." After review of the bids, the City issued a notice of intent to award the purchase agreement to the lowest responsible bidder, Econolite Control Products, Inc.

Iteris's protest is without merit and notice of intent to recommend rejection of the bid protest was sent to Iteris on October 18, 2023 (**Attachment 4**). Staff recommends that the City Council reject Iteris's bid protest and

authorize the City Manager to execute the purchase order with Econolite Control Products, Inc. in the amount of \$127,871.66 for the purchase of 25 citywide traffic detection cameras.

POLICY ALTERNATIVE(S):

Alternative 1: Do not award IFB 24-025 to Econolite Control Products, Inc.

Pros: None.

Cons: If the purchase of traffic cameras is not awarded to Econolite Control Products, Inc., staff would have to rebid the project with little expectation of different results. Further delaying the installation of traffic cameras at select intersections.

Reason for Not Recommending: Installation would be further delayed resulting in less than efficient traffic operations at select intersections.

FISCAL IMPACT:

The funding source for CIP 3440 is from Gas Tax and General Government CIP Fund. As of 10/25/2023, the balance in CIP No. 3440 – Annual Street Light, Signal, and Signage is \$641,449

California Environmental Quality Act (CEQA):

o The project has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and is not a project pursuant to Pub. Resources Code, § 21065 and Cal. Code Regs., tit. 14, § 15378.

RECOMMENDATION:

Adopt a resolution to reject a bid protest from Iteris; award IFB 24-025 and authorize the City Manager to execute the purchase order with Econolite Control Products, Inc. in the amount of \$127,871.66 for the purchase of 25 citywide traffic detection cameras.

Attachment(s):

- 1: Resolution
- 2: Bid Results
- 3: Bid Protest from Iteris
- 4: Notice of Intent to Reject Bid Protest from City
5. City of Milpitas Purchase Order Terms and Conditions for Equipment

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS REJECTING A BID PROTEST FROM ITERIS AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER WITH THE LOWEST RESPONSIBLE BIDDER SUBMITTING A RESPONSIVE BID, ECONOLITE CONTROLS PRODUCTS, INC., IN THE AMOUNT OF \$127,871.66 FOR PURCHASE OF 25 CITYWIDE TRAFFIC DETECTION CAMERAS

WHEREAS, Public Works is responsible for the repairs, replacement, and minor improvements to streetlights, signage, and traffic control devices. Funding was programmed in FY 2023-2024 Capital Budget for the purchase of 25 traffic signal cameras; and

WHEREAS, On August 31, 2023, the City's Purchasing Division released Invitation for Bid (IFB) No. 24-025 for the purchase of 25 traffic cameras or equal; and

WHEREAS, the IFB 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, each IFB was published on the City's website; and

WHEREAS, on September 28, 2023, two bid proposals were received from Iteris and Econolite Control Products, Inc; and

WHEREAS, one bid protest from Iteris was filed with the City within five (5) days of the bid opening; and

WHEREAS, the bid protest from Iteris was deemed meritless and a notice of intent to reject the bid protest was delivered to Iteris; and

WHEREAS, the lowest responsible bidder submitting a responsible bid is Econolite Controls Product, Inc., in the base bid amount of \$127,871.66; and

WHEREAS, sufficient funds are available in the project budget to award the base bid item under Econolite Control Products, Inc. bid amount in the amount of \$127,871.66; and

WHEREAS, staff recommends the City Council reject the bid protest from Iteris, as meritless for the reasons specified in the Notice and authorize the City Manager to execute the purchase order for the Base Bid items to Econolite Control Products, Inc., in the total amount of \$127,871.66 in accordance with State law.

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 hereby rejects the bid protest Iteris as meritless for the reason specified in the Notice.

3. The City Council hereby awards the purchase agreement to and authorizes the City Manager to execute the purchase order with the lowest responsible bidder submitting a responsive bid, Econolite Control Products, Inc., for the Base Bid items in the amount of \$127,871.66 for the purchase of 25 citywide traffic detection cameras.

PASSED AND ADOPTED this _____ day of _____, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Suzanne Guzetta, City Clerk

Carmen Montano, Mayor

APPROVED AS TO FORM:

Michael Mutalipassi, City Attorney



PURCHASING DIVISION

IFB FOR: City Wide Traffic Detection Cameras

IFB NO: 24-025

DUE DATE: September 28, 2023

BUYER: S. Pietrobono

**Econolite Control Products
Inc.**

**15890 Foothill Blvd.
San Leandro, CA 94578**

Iteris

**1700 Carnegie Ave.
Santa Ana, CA 92705**

	1	2	3	4	5	6	7
Base Bid (if applicable)	\$127,871.66	\$165,928.90					
* Disqualified – Reason							

****BID AWARD IN PROGRESS** City Council Date:** *(put in the date)*

AWARD TO: *(Put in company name)* **Lowest Most Responsive, Responsible Bidder Meeting Specifications**

CODE KEY: **INA** = Information Not Available **NS** = Not Stated **NB** = No Bid **DY** = Days **WK** = Weeks **HR** = Hours

Dear Suzanne Guzzetta,

My name is Caroline McDonnell from Iteris and I would like to protest the following bid: City Wide Traffic Detection Cameras, Project ID #24-025.

We're protesting the bid due to the bid specification station Iteris products, but the awardee was not the written specification. We would appreciate the opportunity to rebid this project to ensure the City receives the products that are currently specified for Milpitas.

As stated in Section III. Scope of Work under Section III.A Scope of Work, Iteris is directly specified as the identified traffic detection system in bold lettering. For example, under Product Name under Scope of Work: "NEXT-CCU-SM4-TS2-PAK" is Iteris' part number for our Vantage Next CCU, Shelf-Mount Unit, for TS2 applications. The City also asked for "VECTOR-NEXT" under Product Name in the same section which is a specific Iteris' part number.

As stated in Section V. Pricing Proposal, Iteris is also specifically identified in Line Items 1-8 before each items description in the Pricing Table. For example: Line Item 5 - Iteris TS2CABLE-2070.

Under these conditions, we ask that the City reconsider the current awardee as Iteris was named and identified as the system that best meets the City of Milpitas' needs.

Sincerely,

Caroline McDonnell

Caroline McDonnell
Iteris
District Sales Manager, Western Region
415.450.7063
cmcdonnell@iteris.com



CITY OF MILPITAS

PUBLIC WORKS DEPARTMENT

1265 N. Milpitas Blvd., Milpitas, California 95035-5411 www.milpitas.gov

Phone: 408-586-2600 Fax: 408-586-2608

October 18, 2023

Caroline McDonnell
Iteris
1700 Carnegie Avenue
Santa Ana, CA 92705

SUBJECT: City of Milpitas IFB 24-025 City Wide Traffic Detection Cameras - Notice of Intent to Reject Bid Protest

Dear Ms. McDonnell:

I have reviewed your protest letter received on October 9, 2023 regarding posting of bid results and find that your protest has been rejected without further review.

The solicitation closed on September 28, 2023, and pending Bid Results were posted on the City website on September 29, 2023. The bid results identified all bidders and amounts. After review of the bids, Econolite Control Products, Inc. was determined to be the lowest responsive bidder.

In the solicitation, the City specified the Iteris cameras for compatibility with currently deployed models in the field. The substitution received was reviewed and accepted by staff and was determined to meet or exceed the quality and requirements of the item listed in the specifications. According to Section 6.19 of the Bid Instructions, "Manufacturer's names, trade names, brand names, model and catalog numbers used in these specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids proposing substitute brands will be considered provided the substitute brand meets or exceeds the quality and requirements of the item listed in the specifications." Additionally, according to Section 6.20 of the Bid Instructions, "Bids will be considered on equipment or material complying substantially with specifications, provided: 1) any deviation is stated in writing and 2) each substitution is described in detail explaining how the alternative equipment or material is equal to or better than the specified equipment or material."

The City Council will consider award of this contract at its meeting on November 7, 2023. City staff intends to recommend rejection of Iteris's protest as meritless and execute the purchase order to the lowest responsible bidder submitting a responsive bid, Econolite Control Products, Inc.

We would like to take this opportunity to thank you for your interest in doing business with the City of Milpitas and remind you that there will be future projects the City hopes you will respond to when an IFB or RFP is issued. If you have any questions, please give me a call at (408) 586-2602.

Christian Di Renzo
Public Works Director
cdirenzo@milpitas.gov

cc: Michael Mutalipassi, City Attorney
cc: Iteris



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Receive an Update on the Emergency Repairs to the HVAC System and Equipment at City Hall and at the Public Works/Information Technology/Police Department Buildings and Determine that the Condition Continues to Constitute an Emergency (Staff Contact: Christian DiRenzo, Public Works Director, 408-586-2602)
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	11/7/2023
Recommendation:	(1) Receive an update on the emergency repairs to the HVAC system and equipment at City Hall and at the Public Works/Information Technology/Police Department Buildings; and (2) Determine by a four-fifths vote that the condition continues to constitute an emergency.

BACKGROUND:

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

Consistent with applicable State law and Council Resolution, on April 27, 2023, the Public Works Director declared an emergency and authorized the City to contract with its existing HVAC maintenance contractor, Environmental Systems Inc. (ESI), for the emergency repairs to the HVAC system at City Hall and the Public Works, Information Technology and Police Department buildings. The [Information Memorandum](#) issued on that date outlined the various equipment issues and provided a cost estimate of \$ 899,300.

STATUS UPDATE:

Below is a current update on the status of emergency repairs to the HVAC systems at City Hall and the Public Works, Information Technology and Police Department Buildings.

City Hall

The scope of work authorized repairs to the boiler, air handlers, and variable air volume (VAV) boxes to the City Hall building.

The contractor has begun the installation of the boilers for City Hall. The boilers will require additional work be completed to the piping in order to finalize the installation. The contractor is still making the necessary repairs to the VAV boxes. All repairs are expected to be completed by early December.

Staff will be meeting with the contractor the beginning of November to discuss the design phase for the replacement of the air handlers (AH1 and AH2) at City Hall.

Public Works/Information Technology/Police Department

At this facility, the Building Management System (BMS), boiler pumps and VAV boxes were identified as in need of emergency repairs.

The installation of the new boiler and chiller pumps have been completed. The contractor is currently working on the repair of the ten (10) VAV boxes and valves on the Public Works and Information Technology portion of the building. Wiring for the update to the BMS system is also being completed concurrently. All repairs are expected to be completed early December.

POLICY ALTERNATIVE(S):

Alternative 1: None

Pros:

Cons:

Reason for Not Recommending:

FISCAL IMPACT:

Funding for these repairs is available in the City's Capital Improvement Program (CIP) budget and has been fully encumbered CIP Project 3499 - HVAC Systems Repairs funded \$620,000 for the upgrades to the Building Management System (BMS) and Variable Air Flow (VAV) boxes at both buildings. The remaining repairs were funded by CIP Project 3406 – City Building Improvements in the amount of \$279,300.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

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

RECOMMENDATION:

(1) Receive an update on the emergency repairs to the HVAC system and equipment at City Hall and at the Public Works/Information Technology/Police Department Buildings; and (2) Determine by a four-fifths vote that the condition continues to constitute an emergency.

ATTACHMENT(S):

None



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Authorize the City Manager to Enter into a Funding Agreement Between the City of Milpitas and the Santa Clara Valley Transportation Authority for Grant Funds from the 2010 Measure B Vehicle Registration Fee Countywide Program in an Amount Not to Exceed \$120,000.00 (Staff Contact: Christian Di Renzo, Public Works Director, (408) 586-2602)
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	11/7/2023
Recommendation:	Authorize the City Manager to enter into a funding agreement between the City of Milpitas and the Santa Clara Valley Transportation Authority for grant funds from the 2010 Measure B Vehicle Registration Fee Countywide Program in an amount not to exceed \$120,000.00.

BACKGROUND:

Senate Bill 83 (Hancock), signed into law in 2009, authorized countywide transportation agencies such as the Santa Clara Valley Transportation Authority (VTA) to implement a Vehicle Registration Fee (VRF) of up to \$10 on motor vehicles registered within the county to pay for transportation programs and projects. The legislation requires that the revenue collected is used on programs and projects with a relationship or benefit to the owners of motor vehicles paying the fee. Subsequently, Santa Clara County voters approved a VRF on November 2, 2010 – Measure B.

The adopted VTA Vehicle Registration Fee (VRF) expenditure plans allocates funding into three tiers:

- 80% - Local Road Improvement and Repair Program
- 15% - Countywide Program
- 5% - Program Administration

The attached funding agreement is to receive funds from the Countywide Program which sets aside funding for Intelligent Transportation System (ITS) Technologies, which includes traffic control signals, safety and traveler information systems.

ANALYSIS:

In 2021, VTA approached the cities of Milpitas, San Jose, Santa Clara, Sunnyvale, as well as the County of Santa Clara to propose a multi-jurisdictional transportation technology project on a corridor which they deemed as “multi-modal” and of “regional significance.”

The project location is along Great Mall Parkway-Tasman Drive, Fair Oaks Avenue, and Java Drive corridors between I-880 in Milpitas and Mathilda Avenue in Sunnyvale. The project also includes a spur along the North First Street corridor including three intersections at N. First Street/Orchard Parkway, N. First Street/Montague Expressway, and N. First Street/River Oaks Parkway.

A project proposal from VTA to the four cities and County stated that the corridor between I-880 and Mathilda Avenue and N. First Street is a multi-modal corridor of regional significance because:

- There are both morning and afternoon commute routes connecting multiple jurisdictions.
- Provides access to large residential areas and employment centers located along the corridor.

- VTA operates light rail with frequent service, including at the Great Mall Station which is expected to grow in significance due to its connection to the Milpitas BART station; and
- The VTA Bikeways Map designates a bike route of regional significance along this corridor. Approximately 2/3 of the project corridor has bicycle lanes on the roadway.

In Milpitas, the City will purchase traffic signals controller cabinets, controllers and back-up battery systems for City traffic signals. This equipment will support multi-modal operations on Tasman Drive (between I-880 and McCarthy Boulevard) corridor. In addition, it will allow the City to update traffic controller software to ensure interoperability among the traffic signal controller operators along the corridor, promote seamless operations across jurisdictional lines, and provide for multi-modal functions to accommodate transit, bicycles, and pedestrians.

Each of the jurisdictions participating in this project would receive a commensurate portion of the project funds based on the projected costs of the equipment and implementation costs. The City has gathered equipment cost estimates and further negotiated with VTA to mutually agree on a project award of up to \$120,000. This amount also includes a 10% administration fee which will be valuable to support the oversight and administration of this project.

POLICY ALTERNATIVE(S):

Alternative 1: Do not enter into a funding agreement with VTA for VRF Countywide Program Funds.

Pros: None identified.

Cons: It will not be possible to complete this project along the identified project corridor, as a significant portion of the project is within the City limits, including a light rail connection near the Milpitas BART station.

Reason for Not Recommending: The City will lose the opportunity to use voter-approved VRF fees that are earmarked for transportation projects benefiting the owners of motor vehicles that are paying this fee.

FISCAL IMPACT:

As discussed, the City will receive up to \$120,000 (on a reimbursement basis) for the purchase and implementation of traffic signals controller cabinets, controllers and back-up battery systems for City traffic signals to support multi-modal operations on Tasman Drive (between I-880 and McCarthy Boulevard) corridor, including 10% to support the City's administration of the project. The Public Works Director will serve as the project liaison for the term of the agreement, which will be in effect until the completion of the project or December 31, 2024. The monies will be appropriated in CIP 3440 Annual Street Light, Signal, and Signage project.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The project entails the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use and is exempt from CEQA pursuant to Cal. Code Regs., tit. 14, § 15301.

RECOMMENDATION:

Authorize the City Manager to enter into a funding agreement between the City of Milpitas and the Santa Clara Valley Transportation Authority for grant funds from the 2010 Measure B Vehicle Registration Fee Countywide Program in an amount not to exceed \$120,000.

ATTACHMENT(S):

- (a) Resolution
- (b) Funding Agreement

- (c) VTA Recommendation for Project Approval Memo
- (d) Budget Change Form

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS
AUTHORIZING THE CITY MANAGER TO ENTER INTO A FUNDING AGREEMENT WITH
VALLEY TRANSPORTATION AUTHORITY FOR 2010 MEASURE B VEHICLE
REGISTRATION FEE COUNTYWIDE PROGRAM FUNDS**

Whereas, in November of 2010, the voters of Santa Clara County authorized a ten-dollar (\$10) increase in the Vehicle Registration Fee ("VRF"), referred to hereinafter as the "PROGRAM," for transportation-related projects and adopted an expenditure plan which allocates the revenue to transportation-related programs and projects that have a relationship or benefit to the persons who pay the fee; and

Whereas, the VTA Board of Directors has adopted administrative procedures for the PROGRAM; and

Whereas, these administrative procedures state that Valley Transportation Authority (VTA) will execute program funding agreements with project grantees; and

Whereas, the PROGRAM includes a "Countywide Program" that includes Intelligent Transportation System (ITS) technologies as an eligible project category; and

Whereas, on August 4, 2016, the VTA Board approved VRF ITS funds for the Multijurisdictional Transportation Technology project ("PROJECT"); and

Whereas, each the City of Milpitas and VTA desire to specify the terms and conditions under which VRF-ITS project grants are conducted and financed and have drafted a funding agreement to specify such terms.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Milpitas hereby authorizes the City Manager to enter into a funding agreement with Valley Transportation Authority to allocate one-hundred twenty-thousand dollars (\$120,000) from 2010 Measure B Vehicle Registration Fee Countywide Program funds for the implementation of an Intelligent Transportation System (ITS) project.

PASSED AND ADOPTED this 7th day of November, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

**FUNDING AGREEMENT
BETWEEN THE CITY OF MILPITAS AND
THE SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
FOR 2010 MEASURE B VEHICLE REGISTRATION FEE COUNTYWIDE PROGRAM**

This Agreement (“**Funding Agreement**”) between the City of Milpitas, a California municipal corporation, (“**GRANTEE**”), and the SANTA CLARA VALLEY TRANSPORTATION AUTHORITY, a public agency, (“**VTA**”) is made as of the date of final execution by each party hereto.

RECITALS

- A. **Whereas**, in November of 2010, the voters of Santa Clara County authorized a TEN DOLLAR (\$10) increase in the Vehicle Registration Fee (“**VRF**”), referred to hereinafter as the “**PROGRAM**,” for transportation-related projects and adopted an expenditure plan which allocates the revenue to transportation-related programs and projects that have a relationship or benefit to the persons who pay the fee; and
- B. **Whereas**, the VTA Board of Directors has adopted administrative procedures for the PROGRAM; and
- C. **Whereas**, these administrative procedures state that VTA will execute program funding agreements with project grantees; and
- D. **Whereas**, the PROGRAM includes a “Countywide Program” that includes Intelligent Transportation System (ITS) technologies as an eligible project category; and
- E. **Whereas**, on August 4, 2016, the VTA Board approved VRF ITS funds for the Multi-jurisdictional Transportation Technology project (“**PROJECT**”); and
- F. **Whereas**, each party hereto (“**Party**”) desires to specify the terms and conditions under which VRF-ITS project grants are conducted and financed.

NOW, THEREFORE, in consideration of the mutual promises contained herein, each Party (collectively referred to as the “**Parties**”) agrees as follows:

AGREEMENT

1. **Grant of VRF Funds.** VTA hereby agrees to allocate to GRANTEE, a grant (“**Grant**”) in an amount not to exceed ONE HUNDRED TWENTY THOUSAND DOLLARS \$120,000 (“**Maximum Grant Amount**”). Said grant is provided to GRANTEE in return for GRANTEE’s agreement to implement the **PROJECT**. Grant Funds may only be used in the PROJECT area as shown on Exhibit A attached hereto and incorporated by reference herein. The use of PROJECT funds is for procurement and implementation of traffic signal controller cabinets, controllers and back-up battery systems for the City’s traffic signals to support multi-modal operations on the Tasman Drive (between I-880 and McCarthy Boulevard) corridor, including the City’s staff support that should not exceed 10% from

Maximum Grant Amount. Approved PROJECT elements and costs are shown on Table 1 of Exhibit A attached hereto and incorporated by reference.

2. **Term.** The term of this Funding Agreement shall commence on the Effective Date (as defined as the last execution date in the signature block below) and shall continue until the earlier of: (i) the date that the Project is completed or terminated; or (ii) 5:00 pm (Pacific Time) on December 31, 2024.
3. **Invoicing and Payment.**
 - a. Grantor shall submit invoices at quarterly intervals to VTA for reimbursement of eligible costs incurred to implement the PROJECT. GRANTEE shall include auditable back-up documentation (time sheets, bills, etc.) with each invoice.
 - b. VTA shall reimburse GRANTEE's PROJECT eligible costs up to the Maximum Grant Amount. VTA will allocate to GRANTEE the VRF funds only on a cost reimbursement basis and only for documented eligible costs of the PROJECT. GRANTEE agrees that VRF-ITS funds will be utilized only after GRANTEE exhausts the PROJECT'S other existing funding allocation.
 - c. VTA shall, within twenty (20) days after receipt of an invoice that conforms to the requirements set forth in this Funding Agreement, reimburse GRANTEE for all eligible expenditures not reimbursed by other Project funding up to the Maximum Grant Amount.
 - d. GRANTEE shall submit bi-annual reports of GRANTEE'S expenditures of PROGRAM funds and associated interest, in a form to be provided by VTA to GRANTEE. Each report will provide PROJECT status to date and a status update for uncompleted tasks. Reports are due from RECIPIENT to VTA no later than April 15 and October 15 of each year as a condition of receiving funds. GRANTEE should include photographs to document work performed as appropriate and requested by VTA.
4. **Naming of Project Liaison.** Prior to execution of this Funding Agreement, GRANTEE shall notify VTA of the name of the GRANTEE's PROJECT liaison (the "**Liaison**") and of the Liaison's address, telephone number and email address. The Liaison shall be the liaison to VTA pertaining to implementation of this Funding Agreement and shall be the contact for information about the PROJECT. GRANTEE shall notify VTA in writing of any change of Liaison or of the Liaison's contact information. Where possible, such notification shall be delivered no later than thirty (30) days prior to the date of any change.
5. **Maintenance of Records.** GRANTEE shall maintain PROJECT financial records, books, documents, papers, accounting records and other evidence pertaining to costs for five (5) years after the PROJECT's completion. GRANTEE shall make such records available to VTA upon request for review and audit purposes. Financial audits will be performed at VTA's discretion. VTA will notify GRANTEE in writing in advance of any audit or other PROJECT review.

6. **Credit of Funding Contribution.** GRANTEE shall include a reference to VTA's funding contribution on all signage, electronic or printed materials related to the Project that are distributed to the public. VTA shall provide a copy of VTA logos to GRANTEE for use in complying with the requirement of this provision .
7. **Indemnities.**
- a. Neither VTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by GRANTEE under or in connection with any work, authority or jurisdiction delegated to VTA or GRANTEE under this Funding Agreement. Both Parties agree that pursuant to Government Code 895.4, GRANTEE shall fully defend, indemnify, and save harmless VTA from all suits or actions of every name, kind and description brought on for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by GRANTEE under or in connection with any work, authority or jurisdiction delegated to GRANTEE under this Funding Agreement. This provision shall survive the termination of this Funding Agreement.
 - b. Neither GRANTEE nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by VTA under or in connection with any work, authority or jurisdiction delegated to GRANTEE or VTA under this Funding Agreement. Both Parties agree that pursuant to Government Code 895.4, VTA shall fully defend, indemnify, and save harmless GRANTEE from all suits or actions of every name, kind and description brought on for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by VTA under or in connection with any work, authority or jurisdiction delegated to VTA under this Funding Agreement. This provision shall survive the termination of this Funding Agreement.
8. **Changes to Terms of Agreement.** No amendment, alteration or variation of the terms of this Funding Agreement shall be valid unless made in writing and signed by both of the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
9. **Entire Agreement.** This Funding Agreement represents the full and complete understanding of the Parties with respect to the PROJECT. Any prior or contemporaneous oral or written agreements by and between the Parties or their agents and representatives with respect to the subject matter of this Funding Agreement are revoked and extinguished hereby.
10. **Assignment.** GRANTEE shall not assign this Funding Agreement without the prior written authorization of the VTA. Any assignment made in the absence of such authorization shall be deemed void *ab initio* and without legal effect.
11. **Binding on Successors and Assigns.** This Funding Agreement shall be binding upon each Party and any of its successors and/or permitted assigns.

12. **Notices.** Each Party shall give any notice which may be required under this Funding Agreement in writing. Such notice shall be effective when received, and shall be given by personal service, by the U.S. Postal Service or by certified mail, to the addresses set forth below, or to such addresses which may be specified in writing by the Parties hereto.

To VTA

Deborah Dagang
Director of Planning & Program Development
Santa Clara Valley Transportation Authority
3331 North 1st Street
Building B2
San José, CA 95134

To GRANTEE:

Christian Di Renzo
Director of Public Works
City of Milpitas
1265 North Milpitas Blvd
Milpitas, CA 95035

13. **Signature Authority.** Each Party to this Funding Agreement represents and warrants that each person whose signature appears hereon has been duly authorized and has the full authority to execute this Funding Agreement on its behalf.
14. **Strict Performance.** The failure of either Party to insist upon the strict performance of any of the terms, covenants and conditions of this Funding Agreement shall not be deemed a waiver of any right or remedy that either Party may have and shall not be deemed a waiver of their right to require strict performance of all of the terms, covenants, and conditions thereafter.
15. **Dispute Resolution.** If a question arises regarding interpretation of this Funding Agreement or its performance, or the alleged failure of a Party to perform, the Party raising the question or making the allegation shall give written notice thereof to the other Party. The Parties shall promptly meet in an effort to resolve the issues raised. If the Parties fail to resolve the issues raised, alternative forms of dispute resolution, including mediation, may be pursued by mutual agreement. It is the intent of the Parties to the extent possible that litigation be avoided as a method of dispute resolution.
16. **Choice of Law; Venue.** This Funding Agreement shall be construed, and its performance enforced under California law. In the event that suit shall be brought by either Party to this Funding Agreement, the Parties agree that venue shall be exclusively vested in the State courts of the County of Santa Clara or, if federal jurisdiction is appropriate, exclusively in the United States District Court for the Northern District of California, in San José, California.
17. **Interpretation of this Funding Agreement.** The Parties hereto acknowledge and agree that, although this Funding Agreement was originally drafted by VTA's legal counsel, GRANTEE and its legal counsel have reviewed and negotiated the terms of this Funding Agreement with the VTA. Consequently, the doctrine that ambiguities in an agreement should be resolved against the drafting party shall not be employed in connection with this Funding Agreement, which shall be interpreted in accordance with its fair meaning.
18. **Counterparts.** This Funding Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

Signatures of Parties on following page.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date shown below:

**CITY OF MILPITAS
(GRANTEE)**

**SANTA CLARA VALLEY
TRANSPORTATION AUTHORITY (VTA)**

City Manager

Carolyn M. Gonot, General Manager/CEO

Date: _____

Date: _____

Approved as to Form:

Approved as to Form:

City Attorney

Ed Moran, VTA Sr Assistant Counsel

VT A Recommendation for Project Approval Memo



MEMORANDUM

Writer's Direct Telephone: (408) 321-5892

TO: Cities of Milpitas, San Jose, Santa Clara, Sunnyvale, and County of Santa Clara (VRF-ITS Stakeholders)

FROM: David Kobayashi, Senior Transportation Engineer

DATE: April 5, 2021

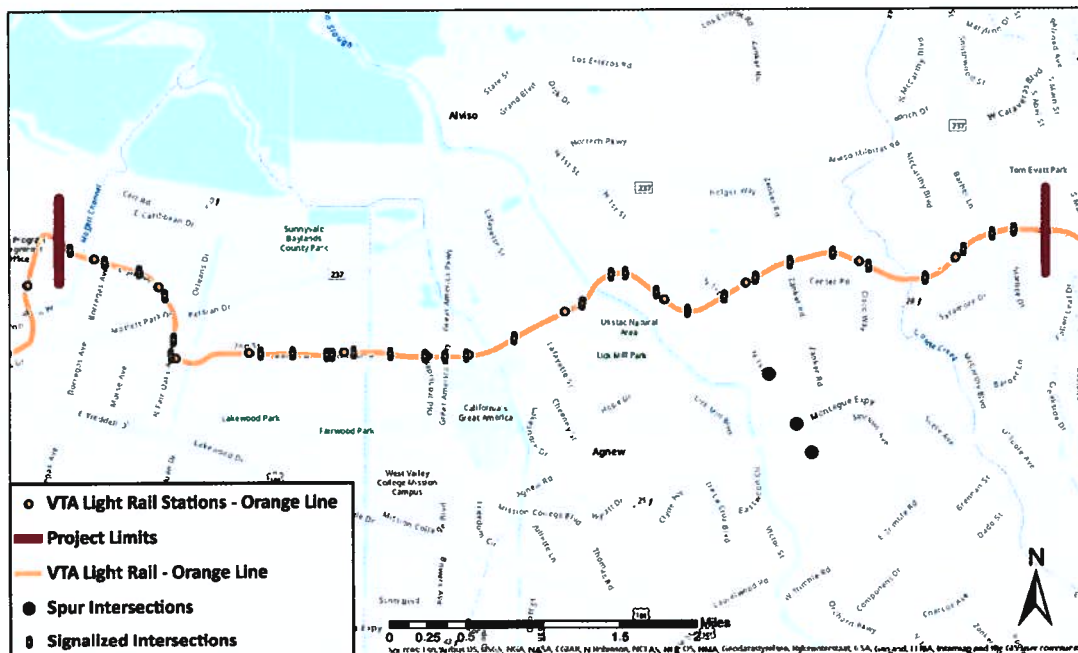
SUBJECT: Proposed Project for Third Cycle of VRF-ITS Funding

The proposal for the 3rd cycle of VRF-ITS funding for the VRF-ITS Stakeholders' consideration is to deploy and implement a multi-jurisdictional transportation technology project on a multi-modal corridor of regional significance. This document provides details about the proposed project.

Where?

The proposed project location is along the Great Mall Parkway-Tasman Drive, Fair Oaks Avenue, and Java Drive corridors as depicted in Figure 1 by the orange line between I-880 in Milpitas and Mathilda Avenue in Sunnyvale (limits are depicted by the red bars).

Figure 1 – Project Area Map and Limits



The proposed project also includes a spur along the North First Street corridor including three intersections at N. First Street/Orchard Parkway, N. First Street/Montague Expressway, and N. First Street/River Oaks Parkway. The N. First Street spur is a congested corridor with the Montague Expressway/N. First Street intersection being a linchpin that affects the Expressway, N. First Street (the cross street, and light rail operations on the cross street. VTA, City of San Jose, and the County of Santa Clara have worked over numerous years at this location to balance operations for all modes and the current project will help address these challenges.

Why?

The proposed corridor between I-880 and Mathilda Avenue and N. First Street is a multimodal corridor of regional significance for a multitude of reasons as described below.

Major Commuter Routes

The corridor is both an AM and PM commute routes of regional significance for the following reasons:

- Connects multiple local agencies including four cities (Milpitas, San Jose, Santa Clara, and Sunnyvale) and the County of Santa Clara
- Serves residents within the county providing access to large residential areas on the eastern end (cities of Milpitas and San Jose) and to access large employment centers off the corridor along N. First Street, Great America Parkway and Moffett Park on the western end (cities of San Jose, Santa Clara and Sunnyvale)
- Serves commuters external to Santa Clara County from Alameda County and beyond who use I-880 and I-680 via Tasman Road and Montague Expressway to access this corridor
- Serves major event centers including the Levi's Stadium and Santa Clara Convention Center

The congestion on the corridor is highly directional depending on the peak periods. The westbound and northbound directions are the primary commute directions during the AM peak periods while the eastbound and southbound directions are the primary commute directions during the PM peak periods.

Major Transit Route

VTA operates light rail on this corridor with frequent service (headway between trains being less than 15 minutes). The transit (light rail) corridor also includes the two light rail stations with well over 800 weekday passengers, which are the Great Mall Station on the far eastern end and Mountain View on the far western end. The ridership on this segment of the light rail corridor is expected to grow with the connection to the Milpitas BART station.

Major Bicycle Route

The VTA Bikeways Map includes this corridor and designates it as a bike route of regional significance. Approximately two thirds of the project corridor have bicycle lanes on the roadway and the remaining one third on western end of the project has mainly shared roadway facilities. Based on field observations and the Strava Heat Map (a website of aggregated Strava (a physical activity tracking app) users' data over past two years) shows moderate to high use activity on the segment with bike lanes and heaviest usage on the segment with mostly shared roadway facilities. Like the vehicular traffic, bike commuters are traveling between residences on the eastern end within the City of Milpitas and the large employment centers along N. First Street, Great America Parkway and Moffett Park at the western end of the corridor.

How?

The purpose of the project is to deploy and implement a multi-jurisdictional transportation technology project on a multi-modal corridor of regional significance that improves traffic operations for all modes (regular vehicles, transit vehicles, bicycles, and pedestrians). The identification of the technological approaches to meet the purpose is based on available information on existing traffic signal equipment in the corridor, and recent discussions with City staff on the needs. The key components of the project are as follows:

- Updating traffic signal controller software to meet or exceed VTA's Enhanced Traffic Signal Controller guidance document to ensure interoperability among the traffic signal controller operators along the corridor, promote seamless operations across jurisdictional lines, and provide for multi-modal functions to accommodate transit, bicycles, and pedestrians.
- Enhancing the local agency's traffic management center (TMC) software to provide enhanced performance monitoring capabilities and functions to support the movement of all modes.
- Updating traffic signal timing plans to improve flow of vehicular traffic and transit on the corridor.
- Accelerating the deployment of a more reliable detection technology with greater flexibility in the placement of the detection zone to trigger service calls for transit signal priority (TSP). The reliability of this detection has been a source of delay to both commuters and transit. The project will also include TSP interconnection equipment between two different local agencies operating different traffic signal systems and upgrading aging TSP interconnection equipment which are no longer manufactured.

The proposal and cost are summarized in Table 1 and shows the quantities of each above-described element. The all-inclusive cost (e.g., materials, construction, agency labor, and contingency) is \$1.5 million.

When?

If the VRF-ITS Stakeholders have no objections to this proposal, the next steps may require VTA staff to take the proposal through the Board of Directors, VTA staff estimates that the duration of the project would be approximately 18 to 24 months. The estimated duration assumes to execute the needed funding agreements within six months or less.

Table 1 - Proposed VRF Project Elements & Costs

Project Element	No. of Units	Cost per Unit	Cost
<i>Software (Firmware) Controller Upgrades</i>			
COUNTY OF SANTA CLARA	1	\$5,000	\$5,000
MILPITAS	4	\$5,000	\$20,000
SAN JOSE	0	\$5,000	\$-
SANTA CLARA	7	\$5,000	\$35,000
SUNNYVALE	10	\$5,000	\$50,000
<i>Firmware Upgrades -Subtotal:</i>	<i>12</i>	<i>N.A.</i>	<i>\$110,000</i>
<i>Traffic Management Center Upgrades</i>			
COUNTY OF SANTA CLARA	1	\$50,000	\$50,000
MILPITAS	1	\$50,000	\$50,000
SAN JOSE	1	\$50,000	\$50,000
SANTA CLARA	1	\$50,000	\$50,000
SUNNYVALE	1	\$50,000	\$50,000
<i>Traffic Management Center Upgrades -Subtotal:</i>	<i>4</i>	<i>N.A.</i>	<i>\$250,000</i>
<i>Accelerate TSP Detection Upgrades Equipment Install</i>			
COUNTY OF SANTA CLARA	2	\$15,000.00	\$30,000
MILPITAS	4	\$15,000.00	\$60,000
SAN JOSE	11	\$15,000.00	\$165,000
SANTA CLARA	7	\$15,000.00	\$105,000
<i>Accelerate TSP Detection Upgrades Equipment Install -Subtotal:</i>	<i>24</i>	<i>N.A.</i>	<i>\$360,000</i>
<i>TSP Controller Parameter & Timing Updates</i>			
COUNTY OF SANTA CLARA	1	\$9,000.00	\$9,000
MILPITAS	4	\$9,000.00	\$36,000
SAN JOSE	9	\$9,000.00	\$81,000
SANTA CLARA	7	\$9,000.00	\$63,000
SUNNYVALE	10	\$9,000.00	\$90,000
<i>TSP Controller Parameter & Timing Updates -Subtotal:</i>	<i>21</i>	<i>N.A.</i>	<i>\$279,000</i>
Subtotal:			<i>\$999,000</i>
Agency Project Admin (10% of Subtotal):			<i>\$99,900</i>
VT A Project Admin (10% Subtotal):			<i>\$99,900</i>
20% Contingency:			<i>\$301,200</i>
Total Cost:			<i>\$1,500,000</i>

City of Milpitas, California

BUDGET CHANGE FORM

Type of Change	From (Credit)		To (Debit)	
	Account	Amount	Account	Amount
Check one:	221-3852	\$120,000	331-9513440153932	\$120,000
☒ Budget Appropriation	331-951-3440-7-4800	\$120,000	221-2909	\$120,000
☐ Budget Transfer	331-951-3440-15-3575	\$120,000	331-951-3440-7-4800	\$120,000

Recommendation: Authorize the City Manager to enter into a funding agreement between the City of Milpitas and the Santa Clara Valley Transportation Authority for grant funds from the 2010 Measure B Vehicle Registration Fee Countywide Program in an amount not to exceed \$120,000.

BACKGROUND:

Senate Bill 83 (Hancock), signed into law in 2009, authorized countywide transportation agencies such as the Santa Clara Valley Transportation Authority (VTA) to implement a Vehicle Registration Fee (VRF) of up to \$10 on motor vehicles registered within the county to pay for transportation programs and projects. The legislation requires that the revenue collected is used on programs and projects with a relationship or benefit to the owners of motor vehicles paying the fee. Subsequently, Santa Clara County voters approved a VRF on November 2, 2010 – Measure B.

The adopted VTA Vehicle Registration Fee (VRF) expenditure plans allocates funding into three tiers:

- 80% - Local Road Improvement and Repair Program
- 15% - Countywide Program
- 5% - Program Administration

The attached funding agreement is to receive funds from the Countywide Program which sets aside funding for Intelligent Transportation System (ITS) Technologies, which includes traffic control signals, safety and traveler information systems.

ANALYSIS:

In 2021, VTA approached the cities of Milpitas, San Jose, Santa Clara, Sunnyvale, as well as the County of Santa Clara to propose a multi-jurisdictional transportation technology project on a corridor which they deemed as “multi-modal” and of “regional significance.”

The project location is along Great Mall Parkway-Tasman Drive, Fair Oaks Avenue, and Java Drive corridors between I-880 in Milpitas and Mathilda Avenue in Sunnyvale. The project also includes a spur along the North First Street corridor including three intersections at N. First Street/Orchard Parkway, N. First Street/Montague Expressway, and N. First Street/River Oaks Parkway.

A project proposal from VTA to the four cities and County stated that the corridor between I-880 and Mathilda Avenue and N. First Street is a multi-modal corridor of regional significance because:

- There are both morning and afternoon commute routes connecting multiple jurisdictions.
- Provides access to large residential areas and employment centers located along the corridor.
- VTA operates light rail with frequent service, including at the Great Mall Station which is expected to grow in significance due to its connection to the Milpitas BART station; and
- The VTA Bikeways Map designates a bike route of regional significance along this corridor. Approximately 2/3 of the project corridor has bicycle lanes on the roadway.

In Milpitas, the City will purchase traffic signals controller cabinets, controllers and back-up battery systems for City traffic signals. This equipment will support multi-modal operations on Tasman Drive (between I-880 and McCarthy Boulevard) corridor. In addition, it will allow the City to update traffic controller software to ensure interoperability among the traffic signal controller operators along the corridor, promote seamless operations across jurisdictional lines, and provide for multi-modal functions to accommodate transit, bicycles, and pedestrians. Each of the jurisdictions participating in this project would receive a commensurate portion of the project funds based on the projected costs of the equipment and implementation costs. The City has gathered equipment cost estimates and further negotiated with VTA to mutually agree on a project award of up to \$120,000. This amount also includes a 10% administration fee which will be valuable to support the oversight and administration of this project.

POLICY ALTERNATIVE(S):

Alternative 1: Do not enter into a funding agreement with VTA for VRF Countywide Program Funds.

Pros: None identified.

Cons: It will not be possible to complete this project along the identified project corridor, as a significant portion of the project is within the City limits, including a light rail connection near the Milpitas BART station.

Reason for Not Recommending: The City will lose the opportunity to use voter-approved VRF fees that are earmarked for transportation projects benefiting the owners of motor vehicles that are paying this fee.

FISCAL IMPACT:

As discussed, the City will receive up to \$120,000 (on a reimbursement basis) for the purchase and implementation of traffic signals controller cabinets, controllers and back-up battery systems for City traffic signals to support multi-modal operations on Tasman Drive (between I-880 and McCarthy Boulevard) corridor, including 10% to support the City's administration of the project. The Public Works Director will serve as the project liaison for the term of the agreement which will be in effect until the completion of the project or December 31, 2024. The monies will be appropriated in CIP 3440 Annual Street Light, Signal, and Signage project.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The project entails the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use and is exempt from CEQA pursuant to Cal. Code Regs., tit. 14, § 15301.

RECOMMENDATION:

Authorize the City Manager to enter into a funding agreement between the City of Milpitas and the Santa Clara Valley Transportation Authority for grant funds from the 2010 Measure B Vehicle Registration Fee Countywide Program in an amount not to exceed \$120,000.

ATTACHMENT(S):

- (a) Resolution
- (b) Funding Agreement
- (c) VTA Recommendation for Project Approval Memo
- (d) Budget Change Form

☐ Check if City Council Approval required.

Meeting: November 7, 2023

Requested by:	Department Head: Christian Di Renzo	Date: November 7, 2023
Reviewed by:	Finance Director: Lauren Lai	Date: November 7, 2023
Approved by:	City Manager: Ned Thomas	Date: November 7, 2023
Date approved by City Council, if required:		Confirmed by:



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Authorize the City Manager to Execute the Third Amendment to the Agreement with the Santa Clara Valley Water District for Water Conservation Program Cost Sharing and to Execute and Amendment to the Professional Services Agreement with Our City Forest to administer the Lawn Bust Milpitas Pilot Program (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Elaine Marshall, Deputy Public Works Director, 408-586-2603)
Category:	Community Services and Sustainable Infrastructure
Meeting Date:	11/7/2023
	<u>Recommendation:</u> Authorize the City Manager to Execute (1) Third Amendment to the Agreement with the Santa Clara Valley Water District for Water Conservation Program Cost Sharing to extend term by an additional year and increase Valley Water cost share payment to City for Lawn Bust Milpitas for additional not to exceed of \$40,000; and (2) Amendment to the Professional Services Agreement with Our City Forest to administer the Lawn Bust Milpitas Pilot Program to implement program for an additional year at a cost not to exceed \$120,000.

BACKGROUND:

Prior to last winter, California experienced three dry years in a row, which prompted state and local water regulators to call for water conservation measures. However, California's water and snowpack conditions have vastly improved due to significant rainfall and storms between December 2022 to March 2023. The improved water supply has resulted in the State, local water regulators, and agencies to ease existing drought restrictions. On May 16, 2023, the Milpitas City Council approved a resolution to terminate the Water Shortage Level 2 Drought Emergency and its associated water use restrictions. Adoption of the resolution allowed the City to ease drought restrictions in alignment with the State and the City's wholesale water suppliers' actions, while continuing to promote Water Conservation as a Milpitas Way of Life. Although water use reduction targets are not currently required by the State or the City's wholesale water suppliers, Milpitas still provides educational resources and programs to encourage water use efficiency as water conditions can change. Investments in water conservation now make water supply more resilient and can ease future water shortages.

To encourage water conservation practices among residents and businesses, the City offers several forms of education, outreach, and incentive programs. On June 16, 2015, the City Council approved an ongoing Water Conservation Program through Capital Improvement Program (CIP) #7126. The program provides funding for ongoing water conservation public outreach and education, water-efficient and sustainable landscape classes and workshops, a customer portal to explore water use, and cost-sharing in Valley Water's landscape and rainwater harvesting programs that increase the eligible rebate amount for Milpitas participants.

Valley Water has been offering a robust portfolio of water conservation programs for decades and has offered local water retailers and cities the opportunity to increase the incentives for their customers through "cost-sharing." This approach is operationally efficient in that it gives local agencies the flexibility to offer additional increased financial incentives without the burden of administering local programs themselves.

The City and Valley Water initially entered into a Cost Sharing Agreement to share in the costs for various water conservation programs and increase financial rebates for Milpitas participants on July 1, 2021. On October 19, 2021, the City Council authorized the City Manager to execute an amendment to the City's agreement with Valley Water that expanded the Milpitas and Valley Water partnership that included increasing the City's cost-sharing amounts for water efficiency rebates, facilitating rebates from Valley Water for the City's Advanced Metering Infrastructure and Water Use Reports Program, and enabling Valley Water's financial cost share and funding contribution toward the City's Lawn Bust Milpitas Pilot Program. This agreement was

subsequently amended again to correct an oversight in the First Amendment and clarify invoicing and billing terms.

Expanded Cost Share Rebate Amounts

Program	Valley Water Rebate	Expanded Milpitas Match (City pays to Valley Water and passed through to participant)	Total Rebate for Milpitas Participant
Landscape Conversion	\$2 per sq ft as of July 1, 2021	+ \$2 per sq ft	\$4 per sq ft
Rain Barrel	\$35 per rain barrel	+ \$35 per rain barrel	\$70 per rain barrel
Rain Garden	\$1 per sq ft	+ \$1 per sq ft	\$ 2 per sq ft
Graywater Laundry-to-Landscape	Up to \$200 per system	+ up to \$200 per system	Up to \$400 per system

Through the Cost Share Agreement Valley Water provides funding to the City for other Milpitas specific initiatives:

- Lawn Bust Milpitas Pilot – Valley Water pays City \$2 per sq ft of landscape converted by Our City Forest with a not to exceed of \$40,000;
- Advanced Metering Infrastructure implementation – Valley Water pays City \$10 per year for seven years for each qualifying AMI meter connection with an annual not to exceed of \$165,000; and
- Home Water Use Reports – Valley Water pays City to send Home Water Use Reports at a rate of \$2.25 per connection with an annual cap of \$25,000.

ANALYSIS:

Third Amendment to Valley Water Cost Share Agreement

Since the implementation of the cost sharing agreement, Milpitas residents have continued to express their interest in and show support for sustainable and water-efficient landscapes and practices by attending the City's landscape education classes and participating in the Landscape Rebate Programs. Since 2019, Milpitas residents have shown an increased interest in landscape conversion projects and rainwater harvesting systems. Graywater system rebates have historically been the least popular of the water conservation programs for various reasons including cost of system, need to change type of laundry detergent used, and other operational factors. Based on this feedback and low interest, staff have not recommended further increasing the rebates for graywater systems.

Landscape Rebate Program Participation for Cost Sharing Programs

Program	Total Rebates FY 19-20	Total Rebates FY 20-21	Total Rebates FY 21-22	Total Rebates FY 22-23
Landscape Conversion	2 1,325 sq.ft. converted	11 10,727 sq.ft. converted	16 15,105 sq.ft. converted	26 48,469 sq.ft. converted
Rain Barrel	3	0	10	30
Rain Garden*	0	2 (1,097 sq.ft.)	1 (273 sq.ft.)	1 (635 sq.ft.)
Graywater Laundry-to-Landscape	0	0	0	1
Total Rebates	186	61	45	644

Staff's recommending a Third Amendment to the Cost Sharing Agreement to allow for Valley Water to continue its contribution to the Lawn Bust Milpitas Pilot Program for an additional term for an additional amount of up to

\$40,000. Additionally, City and Valley Water staff have identified the need to extend the overall term of the Cost Share Agreement for an additional year (through June 30, 2029). Under the original Cost Share agreement terms, Valley Water would reimburse the City \$10 per year for seven years of each qualifying AMI meter connection with an annual not to exceed of \$165,000. Due to a delay in completing the conversions, the City was not able to issue its first invoice to Valley Water until 2022, one year after the agreement was executed. In order to be able to invoice and receive all seven annual payments for AMI implementation, the overall term of the agreement needs to be extended for an additional year from June 30, 2028 to June 30, 2029. There is no additional costs associated with this term extension.

Our City Forest Lawn Bust Milpitas Pilot Program Extension

Interest in outdoor water savings can also be gauged by looking to the performance of the Lawn Bust Milpitas Pilot Program. During Year 1 of the program, 73 Milpitas residents submitted an interest form, with 96% of applicants stating that water conservation was an important motivator for participating in the program.

Between March 2022 and June 2023, Our City Forest's team successfully completed 20 lawn conversion projects across the City. An estimated 18,313 square feet of turf was removed and replaced with native and low water-use plants and mulch. By removing the turf at the completed project sites, an estimated 567,703 gallons of water will be saved annually.

Following the successful completion of the Phase 1 of the Lawn Bust Milpitas Pilot Program, City staff have been working with Our City Forest to discuss continuation of the program. Staff are recommending an amendment to the professional services agreement between the City and Our City Forest to enable the continuation of the program. Under the proposed amendment, Our City Forest will continue to administer the Lawn Bust Milpitas Pilot through February 2025 and will convert up to 20,000 square feet of high-water using turf to drought-tolerant plants by replacing the lawns at up to 20 single-family homes. The extended pilot program will be available on an application basis to any interested single-family homeowner in Milpitas, though priority for the first 10 spots will be given to residents that are either: low-income, a US Veteran, a person with a disability, or a senior citizen (age 60+).

For Phase 2 program, Our City Forest will continue to administer the program and provide approved participants with the following services:

- Tailored landscape design featuring native, drought-friendly alternate landscape
- Covering of the existing lawn and vegetation utilizing sheet mulching and capping off existing irrigation systems
- Installation of drought-tolerant garden per approved design and instructions for ongoing maintenance, including hand watering

Participants in the pilot program will have the option to choose between three landscape design packages and will pay a good faith deposit amount based on the package chosen:

- Basic Package: \$100 deposit, includes replacing the lawn with hardy perennials.
- Urban Forest Garden: \$250 deposit, incorporates trees and flowering shrubs.
- Premium Oasis: \$500 deposit, incorporates a customized design consisting of trees and flowering shrubs.

Under this program, Our City Forest will not be installing a new irrigation system due to long-term maintenance liability and homeowners will be provided with instructions for proper ongoing hand watering. Homeowners who want to include a new irrigation system in their project will need to pay for the additional service separately or can choose to participate in the traditional Lawn Conversion Rebate Program, where they can hire their own landscape professional or complete the project on their own.

Our City Forest has proposed an overall program cost of \$6 per square foot of converted lawn, for a total cost of \$120,000. Valley Water has again agreed to pay its share of the lawn conversion rebate amount directly to the City to offset direct program costs. This would eliminate the need for the program participant to go through

the process of paying for part of the conversion costs to Our City Forest and then applying for a rebate through Valley Water. Valley Water will contribute \$2 per square foot of turf converted by the Lawn Bust Milpitas program, for an additional not to exceed amount of \$40,000 for Phase 2.

POLICY ALTERNATIVE(S):

Alternative 1: City Council does not approve of the recommended agreement amendments.

Pros: City would have cost savings by not spending funds on this program.

Cons: City would not provide additional services to help residents save water. The City would receive one less year of reimbursement from Valley Water for AMI meters with reduction in rebate revenue to the City of \$165,000.

Reason for Not Recommending: This alternative is not recommended because expanding the Water Conservation Program will help the City continue to promote Water Conservation as a Milpitas Way of Life and reduce water use during drought periods and non-drought times and offset City costs for water conservation programs.

FISCAL IMPACT:

The estimated not-to-exceed City cost for continuing the pilot will not exceed \$120,000; up to \$40,000 to be reimbursed by Valley Water. The funding source of CIP 7126 is from Park, Water Capital Surcharge, and Water Fund. As of 10/25/2023, the balance in CIP 7126 is \$388,644.

California Environmental Quality Act (CEQA):

The project entails the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use and is exempt from CEQA pursuant to Cal. Code Regs., tit. 14, § 15301.

RECOMMENDATION:

Authorize the City Manager to Execute (1) Third Amendment to the Agreement with the Santa Clara Valley Water District for Water Conservation Program Cost Sharing to extend term by an additional year and increase Valley Water cost share for Lawn Bust Milpitas for additional \$40,000; and (2) Amendment to the Professional Services Agreement with Our City Forest to administer the Lawn Bust Milpitas Pilot Program to implement program for an additional year at a cost not to exceed \$120,000.

Attachment(s):

1. Executed Agreement with the Santa Clara Valley Water District and the City of Milpitas for Water Conservation Programs and First and Second Amendments
3. Third Amendment to Agreement with the Santa Clara Valley Water District and the City of Milpitas for Water Conservation Programs
4. Professional Services Agreement with Our City Forest to administer the Lawn Bust Milpitas Pilot Program
5. First Amendment to the Professional Services Agreement with Our City Forest to administer the Lawn Bust Milpitas Pilot Program.

**AGREEMENT
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT AND
THE CITY OF MILPITAS FOR WATER CONSERVATION PROGRAMS**

This Agreement (AGREEMENT), effective as of July 1, 2021, (EFFECTIVE DATE) between the Santa Clara Valley Water District, a special district created by the California Legislature (hereinafter referred to as VALLEY WATER) and the City of Milpitas, a municipal corporation (hereinafter referred to as MILPITAS) sets forth the respective roles of VALLEY WATER and MILPITAS in regard to WATER CONSERVATION PROGRAMS (hereinafter referred to as PROGRAMS). VALLEY WATER and MILPITAS may be referred to in this AGREEMENT individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS the PROGRAMS involve providing landscape rebates, advanced metering infrastructure (AMI) and water use reports for properties located within MILPITAS' service area; and

WHEREAS, the PROGRAMS are consistent with VALLEY WATER's and MILPITAS' Urban Water Management Planning Act requirements; and

WHEREAS the PROGRAM'S goal is to save water and provide information on how to use water most efficiently; and

WHEREAS MILPITAS wishes to administer an Advanced Metering Infrastructure (AMI) Program and Water Use Reports Program; and

WHEREAS VALLEY WATER wishes to administer a Landscape Rebate Program; and

WHEREAS both Parties wish to cost share with each other on these PROGRAMS.

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties expressed in this Agreement, VALLEY WATER and MILPITAS agree as follows:

1. MILPITAS' RESPONSIBILITIES

- a. Administration of the AMI system and Water Use Reports Program.
- b. Collection and analysis of data to determine water savings.
- c. Administration of all funds for the Home Water Use Reports Program.
- d. Provide VALLEY WATER with water usage records and other data necessary to determine savings and cost effectiveness of the Home Water Use Reports Program. This includes number of home water use reports sent by month. Water usage records for individual accounts will only be made available to VALLEY WATER for those account holders who have authorized VALLEY WATER to obtain the information from MILPITAS.
- e. Invoice VALLEY WATER, on a bi-annual basis, for fifty percent of the contract cost (net any grant funding received by MILPITAS) for MILPITAS to send home water use reports to MILPITAS residents, up to \$2.25 per connection. MILPITAS shall not invoice VALLEY WATER for any amounts exceeding the \$25,000 annual cap set forth in Section 2.e. below. Only costs paid directly to home water use reports vendor shall be included in the bi-annual invoice.
- f. Invoice VALLEY WATER, on a bi-annual basis, \$10 for each AMI water connection meeting all of the following criteria:
 - 1) AMI meter has been included in this AGREEMENT for seven years or less;
 - 2) AMI meter is scheduled to be read a minimum of once per hour;
 - 3) AMI customer is provided access to an online water usage portal;
 - 4) Leak alerts are issued to customers either via the portal or via other means. Leak alert settings for continuous leaks must not exceed five gallons per hour for single-family residential accounts with a

duration not to exceed 72 hours; and duration of burst leaks is not to exceed 8 hours. For other meter classes, continuous volumes can be set by the utility with leak notifications within 72 hours.

- g. Provide VALLEY WATER bi-annual with information on the number of leak alerts sent, estimated leak volumes and duration, and estimated water savings associated with leak alerts for each month.
- h. MILPITAS must pay VALLEY WATER as set forth below for each activity performed by VALLEY WATER in the MILPITAS service area:
 - 1) Provide up to \$1.00 per each square foot of turf and/or pool removed per qualified residential rebate, up to \$1,000 per residential site, as per VALLEY WATER'S Landscape Rebate Program requirements.
 - 2) Provide up to \$15.00 per 40-99 gallon rain barrel, \$0.50 per gallon for 100+ gallon cistern tanks, \$1.00 per each square foot of roof area diverted to designate rain garden areas, up to \$300 to VALLEY WATER per subsection 2.d. below. The Rainwater Capture rebate total cap being \$1,000 per residential site as per VALLEY WATER'S PROGRAM requirements below.
- i. Work cooperatively with VALLEY WATER in appropriately advertising the PROGRAMS to targeted customers.
- j. Creation and distribution of outreach materials encouraging customer enrollment in leak alerts and active portal engagement.
- k. Make payment to VALLEY WATER within thirty (30) days of receipt of a bi-annual invoice from VALLEY WATER. When submitting an invoice, VALLEY WATER shall provide PROGRAM participation information. MILPITAS' total payments to VALLEY WATER shall not exceed \$40,000 annually.

2. VALLEY WATER'S RESPONSIBILITIES

- a. Administration of Landscape Rebate Program (LRP) funds including, but not limited to,
 - 1) Processing the payment of the amounts set forth in Section 1.h. above, to eligible persons residing in MILPITAS ("ELIGIBLE RESIDENTS"). This supplemental rebate amount shall be in addition to the customary amounts paid by VALLEY WATER.
 - 2) Payment of standard Landscape Rebate Program amounts to ELIGIBLE RESIDENTS within 8-12 weeks of approval of MILPITAS' residential applicant's request.
- b. Collection and analysis of data to determine Landscape Rebate Program water savings.
- c. Administration of all funds for Landscape Rebate Program.
- d. Invoicing MILPITAS, on a bi-annual basis, for the Landscape Rebate Program. VALLEY WATER shall not invoice MILPITAS for any amounts exceeding the \$40,000 cap set forth in Section 1.k. above.
- e. Share in the cost of the Home Water Use Reports Program. VALLEY WATER will pay 50 percent of the costs, up to \$2.25 per connection. The annual cap for this program is not to exceed \$25,000.
- f. Compensate MILPITAS \$10 for each qualifying AMI water connection meeting the specifications in Section 1.f. above. The annual cap for this program is not to exceed \$165,000.
- g. Make payment to MILPITAS within thirty (30) days of receipt of an invoice from MILPITAS. When submitting an invoice, MILPITAS shall provide a copy of the corresponding Home Water Use Reports Program vendor invoice and program participation information to VALLEY WATER. VALLEY WATER total cost to MILPITAS shall not exceed \$190,000 annually or \$1,330,000 during the term of the agreement.

3. HOLD HARMLESS AND LIABILITY

- a. In lieu of and notwithstanding the pro rata risk allocation, which might otherwise be imposed between the PARTIES pursuant to Government Code Section 895.6, the PARTIES agree that all losses or liabilities incurred by a PARTY shall not be shared pro rata but, instead, VALLEY WATER and MILPITAS agree that, pursuant to Government Code Section 895.4, each of the PARTIES hereto shall fully indemnify and hold each of the other PARTIES, their officers, board members, employees, and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined in Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful

misconduct of the indemnifying PARTY, its officers, employees or agents, under or in connection with or arising out of any work, authority or obligation delegated to such PARTY under this AGREEMENT. No PARTY, nor any officer, board member or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other PARTIES hereto, their officers, board members, employees, or agents, under or in connection with or arising out of any work authority or obligation delegated to such other PARTIES under this AGREEMENT. This indemnification provision shall survive any termination of this AGREEMENT.

- b. The rights, duties, and obligations of the Parties as set forth above in this Section 3. Hold Harmless and Liability will survive termination, suspension, completion, and expiration of this AGREEMENT.

4. NO POWER TO INCUR ANY DEBT, OBLIGATION OR LIABILITY

Parties shall have no power to incur any debt, obligation, or liability on behalf of other Party or otherwise act as an agent of the other Party.

5. DOCUMENT REVIEW

VALLEY WATER and MILPITAS will, upon reasonable advance written notice, make available for inspection to the other party records, books and other documents relating to the PROGRAMS.

6. TERM

The term of the Agreement is from July 1, 2021 to June 30, 2028, or until funds are depleted, whichever occurs first. The term of the Agreement may be extended by mutual consent of the Parties. This Agreement shall be contingent upon approval of program funding each fiscal year by both VALLEY WATER's Board of Directors and by the City Council of MILPITAS.

7. NOTICE

Any notice, payment, credit or instrument required or permitted to be given hereunder shall be deemed received upon personal delivery or five (5) days after deposit in any United States mail depository, first class postage prepaid and addressed to the party for whom intended.

If to VALLEY WATER: Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Attn: Conservation Programs

If to MILPITAS: Deputy Public Works Director
City of Milpitas
1265 N. Milpitas Blvd
Milpitas, CA 95035

Either party may change such address by notice given to the other party as provided in this Section 6.

8. INSURANCE

Each Party shall adhere to the insurance requirements that are specified in Exhibit A of this AGREEMENT. Either party to this AGREEMENT may submit a letter of self-insurance to satisfy the insurance requirements of Exhibit A.

9. ENTIRE AGREEMENT

This AGREEMENT contains the entire AGREEMENT between VALLEY WATER and MILPITAS relating to the PROGRAMS. Any prior agreements, promises, negotiations, or representations not expressly set forth in this AGREEMENT are of no force or effect.

10. AMENDMENTS

The Agreement may only be amended by written agreement executed by both parties.

11. ASSIGNMENT

Neither party is allowed to assign, sublet, or transfer this Agreement or any of the rights or interests in this Agreement without the written consent of the other party.

12. WAIVER

A Party's waiver of any term, condition, covenant, or breach of any term, condition, or covenant shall not be construed as a waiver of any other term, condition, or covenant, or breach of any other term, condition, or covenant.

13. SEVERABILITY

The partial or total invalidity of one or more parts of this Agreement will not affect the intent or validity or remaining parts of this Agreement.

14. GOVERNING LAW

This Agreement is a contract under the laws of the State of California and for all purposes must be interpreted in accordance with such laws.

15. TERMINATION OF AGREEMENT

This Agreement may be terminated by either party hereto for any reason upon thirty (30) days written notice to the other party.

16. COUNTERPARTS

This AGREEMENT may be executed in counterparts, each of which, when executed and delivered, will be deemed to be an original, and which taken together will be deemed to be one and the same instrument, and will be binding as executed.

17. ELECTRONIC SIGNATURE.

Unless otherwise prohibited by law or MILPITAS or VALLEY WATER policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the MILPITAS and VALLEY WATER.

18. SIGNATURES

The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

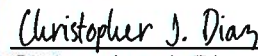
(SIGNATURES FOLLOW ON NEXT PAGE)

In WITNESS WHEREOF, the parties have executed this AGREEMENT as of the EFFECTIVE DATE set forth above.

CITY OF MILPITAS

APPROVED AS TO FORM:

DocuSigned by:



Christopher J. Diaz
City Attorney
City of Milpitas

DocuSigned by:



Steve McHarris
for City Manager
City of Milpitas

SANTA CLARA VALLEY WATER DISTRICT
an independent special district created by the California Legislature

APPROVED AS TO FORM:

Joseph D. Aranda
Assistant District Counsel
Santa Clara Valley Water District

Rick L. Callendar
Chief Executive Officer
Santa Clara Valley Water District

EXHIBIT A **INSURANCE**

Each Party represents and warrants that, at its sole cost and expense it will maintain for the duration of the AGREEMENT self-insurance against claims for injuries to persons or damages to property that may arise from, or in connection with its (and its agents, representatives', employees' or contractors)' performance of the services and/or operations herein and the indemnity provisions of this AGREEMENT.

A. Types of Coverage

Coverage provided by said self-insurance programs shall apply to and be in lieu of maintaining General and Auto Liability and Workers' Compensation insurance, as well as Professional Liability Errors and Omissions insurance, when applicable.

B. Minimum Limits of Coverage

Coverage for Commercial General and Auto Liability shall be for not less than \$1,000,000 per occurrence and aggregate. Coverage for Professional Liability Errors and Omissions shall not be for less than \$1,000,000 per claim and aggregate. Coverage for Workers' Compensation coverage shall be as required by the California Labor Code and include Employers Liability limits of not less than \$1,000,000 per accident.

C. Other Self-Insurance Provisions

Each Party's self-insurance coverage applies to the other Party, its officers, employees, agents and contractors as respects: Liability arising out of activities performed by or on behalf of, the insuring Party; products and completed operations of the insuring Party; premises owned, leased or used by the insuring Party; and automobiles owned, hired or borrowed by the insurance Party. Said self-insurance applies fully to any indemnity for the insured Party, its officers, employees, agents and contractors.

Each Party's self-insurance coverage shall be primary as respects to insured Party, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by insured Party, its officers, agents, or contractors shall be excess of insuring Party's self-insurance and shall not contribute with it.

D. Verification of Coverage

Execution of this AGREEMENT shall constitute each Party's representation and warranty as to the coverage required by this AGREEMENT, and authority of the person signing the AGREEMENT to bind coverage on its behalf.

E. Contractors

Each Party shall obtain separate evidence of insurance for each contractor/consultant.



FIRST AMENDMENT TO AGREEMENT BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT AND THE CITY OF MILPITAS FOR WATER CONSERVATION PROGRAMS

This First Amendment ("First Amendment") between the Santa Clara Valley Water District ("VALLEY WATER") and the City of Milpitas ("MILPITAS") amends the Agreement enacted on July 1, 2021, between VALLEY WATER and MILPITAS for Water Conservation Programs (collectively, hereinafter referred to as the "Agreement"). VALLEY WATER and MILPITAS may be individually referred to as a "Party" or collectively as the "Parties" herein. This First Amendment is effective once fully executed by the Parties ("First Amendment Effective Date").

RECITALS

WHEREAS, MILPITAS wishes to increase the cost-sharing amounts for the Landscape Rebate Program to match VALLEY WATER's rebate amounts; and

WHEREAS, MILPITAS wishes to cost-share on VALLEY WATER'S Graywater Rebate Program to match VALLEY WATER's rebate amounts; and

WHEREAS, the Parties desire to add the Lawn Bust Milpitas Pilot Program to this Agreement; and

WHEREAS, MILPITAS wishes to work with Our City Forest to implement the Lawn Bust Milpitas Pilot Program, a water-efficient lawn conversion direct installation program; and

WHEREAS, the Lawn Bust Milpitas Pilot Program in FY 21-22 provides residents with direct installation services for water efficient landscape conversions designed to reduce water demand in the City of Milpitas; and

WHEREAS, VALLEY WATER seeks to reimburse Milpitas for providing said landscape conversion services in an amount not-to-exceed \$40,000 for FY 21-22.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the Parties agree to amend the Agreement as follows:

1. In the Agreement, Section 1, MILPITAS' RESPONSIBILITIES is amended to state as follows:
 - h. MILPITAS must pay VALLEY WATER as set forth below for each activity performed by VALLEY WATER in the MILPITAS service area:
 - 1) Provide up to \$2.00 per each square foot of turf and/or pool removed per qualified residential rebate, up to \$2,000 per residential site, as per VALLEY WATER'S Landscape Rebate Program requirements.
 - 2) Provide up to \$35.00 per 40-99 gallon rain barrel, \$0.50 per gallon for 100+ gallon cistern tanks, \$1.00 per each square foot of roof area diverted to designate rain garden areas, up to \$300 to

VALLEY WATER per subsection 2.d. below. The Rainwater Capture rebate total cap being \$1,000 per residential site as per VALLEY WATER'S PROGRAM requirements below.

- 3) Provide up to \$200 for Graywater Laundry to Landscape system installed as per VALLEY WATER'S Graywater Rebate Program.

k. Make payment to VALLEY WATER within (30) days of receipt of a bi-annual invoice from VALLEY WATER. When submitting an invoice, VALLEY WATER shall provide PROGRAM participation information. MILPITAS' total payments to VALLEY WATER shall not exceed \$50,000 annually and is subject to Milpitas City Council annual appropriation of funds.

l. MILPITAS shall administer the Lawn Bust Milpitas Pilot Program and contract directly with Our City Forest of direct installation services. Lawn Bust Milpitas projects will not be eligible for VALLEY WATER's Landscape Rebate Program.

m. MILPITAS shall invoice VALLEY WATER for eligible amounts specified in Section 2(h) below on a bi-annual basis. Invoices shall include a list of all participation information for which MILPITAS is seeking payment (see Appendix A for details of required invoice data).

2. In the Agreement, Section 2, VALLEY WATER'S RESPONSIBILITIES, is amended to state as follows:

a. Administration of Landscape Rebate Program (LRP) and Graywater Rebate funds including, but not limited to,

- 1) Processing the payment of the amounts set forth in Section 1. h. above, to eligible persons residing in MILPITAS ("ELIGIBLE RESIDENTS"). This supplemental rebate amount shall be in addition to the customary amounts paid by VALLEY WATER.
- 2) Payment of standard Landscape Rebate Program and Graywater Rebate amounts to ELIGIBLE RESIDENTS within 8-12 weeks of approval of MILPITAS' residential applicant's request.

h. Subject to the limitations, terms and conditions of this Agreement, VALLEY WATER agrees to pay MILPITAS the amounts specified below for lawn conversions completed through the Lawn Bust Milpitas Pilot Program for a not-to-exceed a total amount of \$40,000 for projects completed in FY 21-22:

- 1) \$2 per square foot for replacing turf with climate-appropriate landscaping. The total amount payable for turf replacement services shall not exceed 20,000 square feet of converted landscape. All turf conversions must meet all of VALLEY WATER's Landscape Rebate Program requirements.

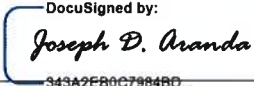
3. All other terms and conditions of the Agreement not otherwise modified by this First Amendment shall remain in full force and effect.

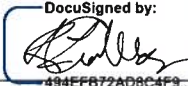
In WITNESS WHEREOF, the Parties agree that this First Amendment shall be effective as of the First Amendment Effective Date set forth above, and have set forth below their consent to the terms and conditions of this First Amendment through the signatures of their duly authorized representatives.

In WITNESS WHEREOF, the parties have executed this First Amendment as of the EFFECTIVE DATE set forth above.

SANTA CLARA VALLEY WATER DISTRICT
an independent special district created by the California Legislature

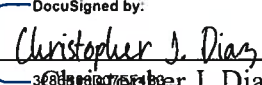
APPROVED AS TO FORM:

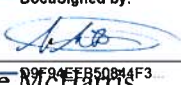
DocuSigned by:

343A2E80C79848D
Joseph Aranda
Assistant District Counsel
Santa Clara Valley Water District

DocuSigned by:

494EFB72AD8C4F9
Rick L. Callender, Esq.
Chief Executive Officer
Santa Clara Valley Water District

CITY OF MILPITAS

Approved as to form:

By: 
3081910701B
Christopher J. Diaz
City Attorney
City of Milpitas

DocuSigned by:

80F94CF85084F3
By: Steve McHarris
for City Manager
City of Milpitas
Date: Oct-26-2021

APPENDIX A

Reporting Requirements

MILPITAS shall include the following data for the Lawn Bust Milpitas Program to Valley Water for each invoice:

Lawn Busters Direct Installation Program

- 1) Participants Full Name
- 2) Contact information, including email and phone number
- 3) Site Address
- 4) Approximate turf conversion area
- 5) Existing Irrigation System (yes/no)
- 6) First Contact Date
- 7) Conversion Date
- 8) Confirmed Lawn Size
- 9) Verified Project Completion with site owner
- 10) Post Inspection: verified plant health; functioning irrigation system
- 11) Plant List for project site
- 12) Photos from sites, pre- and post-installation



SECOND AMENDMENT TO AGREEMENT BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT AND THE CITY OF MILPITAS FOR WATER CONSERVATION PROGRAMS

This Second Amendment (“Amendment”) between the Santa Clara Valley Water District (“VALLEY WATER”) and the City of Milpitas (“MILPITAS”) amends the Agreement enacted on July 1, 2021, between VALLEY WATER and MILPITAS for Water Conservation Programs (collectively, hereinafter referred to as the “Agreement”). VALLEY WATER and MILPITAS may be individually referred to as a “Party” or collectively as the “Parties” herein. This Second Amendment is effective once fully executed by the Parties (“Second Amendment Effective Date”).

RECITALS

WHEREAS, MILPITAS and VALLEY WATER entered into an Agreement on July 1, 2021 in regards to the Water Conservation Programs;

WHEREAS, the Parties executed the First Amendment, on October 26, 2021, to this Agreement for Water Conservations Programs to increase the cost-sharing amounts, to add cost-sharing to additional Water Conservation Programs, and add the Lawn Bust Milpitas Pilot Program; and

WHEREAS, the Parties now wish to enter into this Second Amendment in order to correct an oversight in the First Amendment and seek to correct the annual invoice cap for MILPITAS’ cost-sharing on VALLEY WATER’S Landscape Rebate Program and Graywater Rebate Program as well as remove any fiscal year reference to avoid billing confusion.

WHEREAS, VALLEY WATER seeks to reimburse Milpitas for providing said landscape conversion services in an amount not-to-exceed \$40,000 for the duration of the agreement.

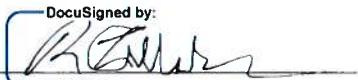
NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the Parties agree to amend the Agreement as follows:

1. In the Agreement, Section 2.d., VALLEY WATER’S RESPONSIBILITIES, is amended to state as follows:
 - d. Invoicing MILPITAS, on a bi-annual basis, for the Landscape Rebate Program and Graywater Rebate Program. VALLEY WATER shall not invoice MILPITAS for any amounts exceeding the \$50,000 cap set forth in Section 1.k. above.
2. In the Agreement, Section 2.h., VALLEY WATER’S RESPONSIBILITIES, is amended to state as follows:
 - h. Subject to the limitations, terms and conditions of this Agreement, VALLEY WATER agrees to pay MILPITAS the amounts specified below for lawn conversions completed through the Lawn Bust Milpitas Pilot Program for a not-to-exceed a total amount of \$40,000 for the duration of the agreement:

3. All other terms and conditions of the Agreement not otherwise modified by this Second Amendment shall remain in full force and effect.

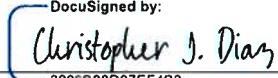
In WITNESS WHEREOF, the Parties agree that this Second Amendment shall be effective as of the Second Amendment Effective Date set forth below and have set forth below their consent to the terms and conditions of this Second Amendment through the signatures of their duly authorized representatives.

SANTA CLARA VALLEY WATER DISTRICT
an independent special district created by the California Legislature

DocuSigned by:

Rick L. Callender, Esq.
Chief Executive Officer
Santa Clara Valley Water District

CITY OF MILPITAS

Approved as to form:

DocuSigned by:
By: 
Christopher J. Diaz
City Attorney
City of Milpitas

DocuSigned by:
By: 
for Steve McHarris
City Manager
City of Milpitas
Date: Apr-17-2022



THIRD AMENDMENT TO AGREEMENT BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT AND THE CITY OF MILPITAS FOR WATER CONSERVATION PROGRAMS

This Third Amendment (“Amendment”) between the Santa Clara Valley Water District (“VALLEY WATER”) and the City of Milpitas (“MILPITAS”) amends the Agreement enacted on July 1, 2021, between VALLEY WATER and MILPITAS for Water Conservation Programs (collectively, hereinafter referred to as the “Agreement”). VALLEY WATER and MILPITAS may be individually referred to as a “Party” or collectively as the “Parties” herein. This Third Amendment is effective once fully executed by the Parties (“Third Amendment Effective Date”).

RECITALS

WHEREAS, MILPITAS and VALLEY WATER entered into an Agreement on July 1, 2021 in regards to the Water Conservation Programs; and

WHEREAS, the Parties executed the First Amendment, on October 26, 2021, to this Agreement for Water Conservations Programs to increase MILPITAS’ cost-sharing for VALLEY WATER’s Landscape Rebate Program, and add cost-sharing from VALLEY WATER to MILPITAS’ the Lawn Bust Milpitas Pilot Program; and

WHEREAS, the Parties executed the Second Amendment on April 17, 2022 in order to correct an oversight in the First Amendment and seek to correct the annual invoice cap for MILPITAS’ cost-sharing on VALLEY WATER’S Landscape Rebate Program and Graywater Rebate Program, as well as remove any fiscal year reference to avoid billing confusion; and

WHEREAS, MILPITAS wishes to continue work with Our City Forest for an additional year of the Lawn Bust Milpitas Pilot Program; and

WHEREAS, Valley Water seeks to reimburse Milpitas for providing said landscape services by \$40,000 for an additional year of the Lawn Bust Milpitas Pilot Program, which will increase the not to exceed amount to \$80,000; and

WHEREAS, the Parties now wish to enter into this Third Amendment in order to issue a one year, no-cost time extension for the AMI Program and Water Use Reports Program, to account for time taken to complete AMI implementation, allow MILPITAS to bill for work completed during AMI implementation, and bill for AMI meters for up to 7 years, as originally intended. This Third Amendment extends the duration of the Agreement to 8 years, while maintaining the original cost-sharing amount for the original 7-year term. No additional costs shall be added to the programs outlined in the Agreement, except where additional funds have been added to support the continuation of the Lawn Bust Milpitas Pilot Program; and

WHEREAS, the Parties seek to amend the invoice frequency for the AMI and Water Use Reports program to an annual basis, while maintaining the bi-annual data reporting requirement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the Parties agree to amend the Agreement as follows:

1. In the Agreement, Section 1.e., MILPITAS' RESPONSIBILITIES, is amended to state as follows:
 - e. Invoice VALLEY WATER, on an annual basis, for one hundred percent of the contract cost (net any grant funding received by MILPITAS) for MILPITAS to send home water use reports to MILPITAS residents, up to \$2.25 per connection. MILPITAS shall not invoice VALLEY WATER for any amounts exceeding the \$25,000 annual cap set forth in Section 2.e. below, to ensure funds are available for the duration of the Agreement. Only costs paid directly to home water use reports vendor shall be included in the annual invoice.
2. In the Agreement, Section 1.f., MILPITAS' RESPONSIBILITIES, is amended to state as follows:
 - f. Invoicing VALLEY WATER, on an annual basis upon completion of AMI implementation, \$10 per AMI water connection meeting all of the criteria below. MILPITAS shall not invoice VALLEY WATER for any amounts exceeding the \$165,000 annual cap set forth in Section 2.f., to ensure funds are available for the duration of the Agreement.
 1. AMI meter has been included in this Agreement for seven years or less, upon completion of AMI implementation;
 2. AMI meter is scheduled to be read a minimum of once per hour;
 3. AMI customer is provided access to an online water usage portal;
 4. Leak alerts are issued to customers either via the portal or via other means. Leak alert settings for continuous leaks must not exceed five gallons per hour for single-family residential accounts with a duration not to exceed 72 hours; and duration of burst leaks is not to exceed 8 hours. For other meter classes, continuous volumes can be set by the utility with leak notifications within 72 hours.
3. In the Agreement, Section 2.f., VALLEY WATER'S RESPONSIBILITIES, is amended to state as follows:
 - f. Compensate MILPITAS \$10 for each qualifying AMI water connection meeting the specifications in Section 1.f. above, for up to 7 years, upon completion of AMI implementation. VALLEY WATER will not reimburse MILPITAS for costs over the not-to-exceed annual program cap of \$165,000. The annual cap for this program is not to exceed \$165,000.
4. In the Agreement, Section 2, VALLEY WATER'S RESPONSIBILITIES, is amended to state as follows:
 - i. Subject to the limitations, terms and conditions of this Agreement, VALLEY WATER agrees to pay MILPITAS the amounts specified below for lawn conversions completed through the Lawn Bust Milpitas Pilot Program, for a not-to-exceed total amount of \$40,000 for projects completed between (estimated) October 2023 to February 2025:
 1. \$2 per square foot for replacing turf with climate-appropriate landscaping. The total amount payable for turf replacement services shall not exceed 20,000 square feet of converted landscape. All turf conversions must meet all of VALLEY WATER's Landscape Rebate Program requirements.
5. In the Agreement, Section 6. TERM, is amended to state as follows:

The term of the Agreement is from July 1, 2021 to June 30, 2029, or until funds are depleted, whichever occurs first. The term of the Agreement may be extended by mutual consent of the Parties. This Agreement shall be contingent upon approval of program funding each fiscal year by both VALLEY WATER's Board of Directors and by the City Council of MILPITAS. All other terms and conditions of the Agreement not otherwise modified by this Third Amendment shall remain in full force and effect.

In WITNESS WHEREOF, the Parties agree that this Third Amendment shall be effective as of the Third Amendment Effective Date set forth below and have set forth below their consent to the terms and conditions of this Third Amendment through the signatures of their duly authorized representatives.

SANTA CLARA VALLEY WATER DISTRICT
an independent special district created by the California Legislature

Rick L. Callender, Esq.
Chief Executive Officer
Santa Clara Valley Water District

CITY OF MILPITAS

Approved as to form:

By: _____
Michael Mutalipassi
City Attorney
City of Milpitas

By: _____
Ned Thomas
Acting City Manager
City of Milpitas

Date: _____

**CITY OF MILPITAS
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of Feb-16-2022, 20____ (“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 OUR CITY FOREST, a non-profit 501(c)(3) organization incorporated in the State of California with its principal place of business at 1195 Clark Street, San Jose, CA 95125 (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:

Administration and Implementation of Lawn Bust Milpitas Program (hereinafter referred to as “the Project”).

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

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

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

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

2. Compensation.

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

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **\$ One Hundred and Twenty Thousand Dollars [\$120,000.00]**. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within thirty (30) days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter 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 **December 1, 2021** to **December 31, 2022**, 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. 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.

16. 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.

17. 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.

18. Organization

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

19. Limitation of Agreement.

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

20. Notice

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

CITY:

City of Milpitas

1265 N. Milpitas Blvd.

Milpitas, California 95035

Attn: Elaine Marshall,

Deputy Public Works Director

CONSULTANT:

Our City Forest

1195 Clark Street, San Jose, CA 95125

Attn: **Michael Pistininzi**

Director of Field Operations

and shall be effective upon receipt thereof.

21. 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.

22. 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.

23. 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.

24. Severability

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

25. 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.

26. Non-Waiver

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

27. Time of Essence

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

28. 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.

29. 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.

30. 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 OUR CITY FOREST**

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

CITY OF MILPITAS

Approved By:

DocuSigned by:



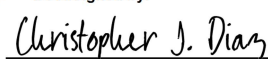
for Steven G. McHarris, City Manager

Feb-16-2022

Date

Approved As To Form:

DocuSigned by:



Christopher J. Diaz, City Attorney

Approved:

DocuSigned by:



Lauren Lai, CPA, MPA

Finance Director/Risk Manager

Approved As To Content:

DocuSigned by:



Tony Ndali, Public Works Director

OUR CITY FOREST

DocuSigned by:



Signature

Rhonda Berry

Name

President and CEO

Title

Feb-10-2022

Date

DIR Registration Number (If Applicable)

EXHIBIT A

Scope of Services

Lawn Bust Milpitas

CONSULTANT will administer the Lawn Bust Milpitas Pilot, a turn-key lawn make-over program for residential homeowners in Milpitas. The pilot will convert-up to 20,000 square feet of high-water using turf to drought-tolerant plants and complete an estimated 20 single family home lawn conversions. Services provided by CONSULTANT will include the following: Program Administration, Program Promotion, Site Consultation and Selection, Landscape Design and Installation, Customer Training, and Reporting. All completed conversion projects will meet Valley Water's Landscape Conversion Requirements (<https://scvwd.dropletportal.com/landscape-conversion-requirements>).

Program Administration

1. CONSULTANT will handle all program administrative functions including project management, schedule, customer service, records and document management. CONSULTANT will meet with City staff on a regular basis and provide project status reports and updates. OFC will provide all necessary staffing for the duration of the project. All inquiries will be responded to within five working days.

Program Promotion

1. CONSULTANT will set up an online website that will include at least the following information:
 - Program Description
 - Program Eligibility Criteria
 - Frequently Asked Questions
 - Example Lawn Conversions with clear descriptions
 - Link for residents to submit online applications
 - Contact information (phone and email) for inquiries
2. CONSULTANT will help create a custom flyer advertising the program
3. All program materials will be reviewed and approved by City staff.

Site Consultation and Selection

1. CONSULTANT will accept applications and will review for eligibility. CONSULTANT will follow up with interested applicants within 5 working days of application receipt.
2. CONSULTANT will evaluate sites and ensure that the site meets the program's requirements.
 - a. Eligibility criteria to be developed with and approved by City staff and will include at least the following:
 - b. Projects must be located within the City of Milpitas
 - c. Project applicant must be the homeowner
 - d. Project will service only single-family homes

- e. The conversion area must also be visible to others (ex: front yard).
 - f. Approved project cannot participate in or apply for Valley Water's Landscape Conversion Rebate.
 - g. Converted projects will not include irrigation, and all plantings will require hand watering for ongoing maintenance
 - h. Homeowner must agree to maintain the converted garden in healthy condition
3. CONSULTANT will meet with applicant to conduct a site survey to review potential lawn conversion, discuss the design options and preferences, and program conditions.
 4. Upon confirmation of eligibility and homeowner's willingness to agree to program conditions, CONSULTANT will formally notify applicants that the project is approved and follow up with approved applicants to complete the Homeowner and Stewardship Agreements before starting any design or construction.
 5. CONSULTANT will complete a tailored landscape drought-tolerant garden design based on the landscape package chosen by the homeowner and will prioritize incorporating native plants where applicable.
 - a. CONSULTANT will offer three landscape design packages and will collect a good faith deposit amount based on the package chosen:
 - i. Basic Package: \$100 deposit, includes replacing the lawn with groundcovers and native grasses
 - ii. Urban Forest Garden: \$250 deposit, incorporates trees and flowering shrubs.
 - iii. Premium Oasis: \$500 deposit, includes different mulch types for an additional cost and a more custom design.

CONSULTANT will present the final design, which will include a proposed detailed installation schedule, for homeowner approval.

6. Upon homeowner approval of design and schedule, CONSULTANT will take all actions needed to complete the conversion project according to approved design and schedule, including but not limited to :
 - a. Covering of the existing lawn and vegetation utilizing sheet mulching
 - b. Capping of existing irrigation system
 - c. Installation of new plants and mulch
7. CONSULTANT will provide homeowners with detailed instructions for ongoing maintenance.
8. CONSULTANT will schedule follow-up visits to ensure the plants are healthy. These will be conducted one (1), three (3), and five (5) weeks after installation.

Reporting

1. CONSULTANT will provide City access to a live project queue sheet that outlines the active project site details. This list will include the application date, site survey date, approval date, site address, customer name, contact information, square feet to be converted, and completion date. CONSULTANT will also provide monthly status updates to the City.
2. CONSULTANT will invoice the City of Milpitas on a bi-annual basis for completed projects. With the invoice, CONSULTANT will include the following data for each project:
 - 1) Participants Full Name
 - 2) Contact information, including email and phone number
 - 3) Site Address
 - 4) Approximate turf conversion area
 - 5) Existing Irrigation System (yes/no)
 - 6) First Contact Date
 - 7) Conversion Date
 - 8) Confirmed Lawn Size
 - 9) Landscape Design Package Selected by Homeowner
 - 10) Deposit Amount Paid by Homeowner
 - 11) Amount Due from City
 - 12) Verified Project Completion with site owner
 - 13) Post Inspection: verified plant health; functioning irrigation system
 - 14) Plant List for project site
 - 15) Photos from sites, pre-and post-installation
3. CONSULTANT will complete all the pilot projects by December 31, 2022.

EXHIBIT B

Schedule of Charges/Payments

CITY agrees to pay CONSULTANT the amounts specified below (not to exceed a total amount of \$120,000) during the term of this agreement for completed and verified lawn conversions:

- \$6 per square foot for replacing turf with climate-appropriate landscaping. The total amount payable for turf replacement shall not exceed 20,000 square feet of converted landscape by December 31, 2022.

EXHIBIT C

Activity Schedule

PROPOSED PROJECT SCHEDULE

December 2021: Website and Outreach Materials published
January 2022: First 2 site visits completed & conversions scheduled
February 2022: 2 site visits & conversions scheduled and completed
March 2022: 2 site visits & conversions scheduled and completed
April 2022: 2 site visits & conversions scheduled and completed
May 2022: 2 site visits & conversions scheduled and completed
June 2022: 2 site visits & conversions scheduled and completed
July 2022: All plantings paused for extreme heat.
August 2022: All plantings paused for extreme heat.
September 2022: 2 site visits & conversions scheduled and completed
October 2022: 2 site visits & conversions scheduled and completed
November 2022: 2 site visits & conversions scheduled and completed
December 2022: 2 site visits & conversions scheduled and completed. Program wrap up



SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN OUR CITY FOREST AND THE CITY OF MILPITAS FOR ADMINISTRATION AND IMPLEMENTATION OF LAWN BUST MILPITAS PROGRAM

This Second Amendment (“Second Amendment”) between Our City Forest (“OCF”) and the City of Milpitas (“MILPITAS”) amends the Agreement enacted on February 16, 2022, between OCF and MILPITAS for Administration and Implementation of the Lawn Bust Milpitas Program (collectively, hereinafter referred to as the “Agreement”). OCF and MILPITAS may be individually referred to as a “Party” or collectively as the “Parties” herein. This Second Amendment is effective once fully executed by the Parties (“Second Amendment Effective Date”).

RECITALS

WHEREAS, MILPITAS and OCF entered into an agreement on February 16, 2022 in regards to the Lawn Bust Milpitas Pilot Program;

WHEREAS, the Parties executed the First Amendment, on December 9, 2022, to this Agreement for the Lawn Bust Milpitas Pilot Program to extend the term of the Agreement by six months to continue the services through June 30, 2023.

WHEREAS, the Parties successfully completed 20 lawn conversion projects between March 2022 and June 2023; and

WHEREAS, the Parties now wish to enter into this Second Amendment in order to extend the Lawn Bust Milpitas Pilot Program, a water-efficient lawn conversion direct installation program, into Phase 2 for an additional 15 months with up to 20 more Lawn Busts, not to exceed an additional 20,000 square feet of lawn conversions.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the Parties agree to amend the Agreement as follows:

1. In the Agreement, Section 2, COMPENSATION, is amended to state as follows:
 - b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of Two Hundred and Forty Thousand Dollars [\$240,000]. 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. In the Agreement, Section 5, TERM, is amended to state as follows:

The term of this Agreement shall be from December 1, 2021 to February 28, 2025, 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.

3. In the Agreement, Section 20, NOTICE, is amended to state as follows:

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

CITY:
City of Milpitas
1265 N. Milpitas Blvd.
Milpitas, California 95035
Attn: Elaine Marshall,
Deputy Public Works Director

CONSULTANT:
Our City Forest
1195 Clark Street, San Jose, CA 95125
Attn: Michael Pistininzi
Director of Field Operations

and shall be effective upon receipt thereof.

4. In the Agreement, EXHIBIT A, Scope of Services, is amended to state as follows:

Lawn Bust Milpitas

CONSULTANT will administer the Lawn Bust Milpitas Pilot, a turn-key lawn make-over program for residential homeowners in Milpitas. The pilot will convert up to 40,000 square feet of high-water using turf to drought-tolerant plants and complete an estimated 20 single family home lawn conversions. Services provided by CONSULTANT will include the following: Program Administration, Program Promotion, Site Consultation and Selection, Landscape Design and Installation, Customer Training, and Reporting. All completed conversion projects will meet Valley Water's Landscape Conversion Requirements (<https://scvwd.dropletportal.com/landscape-conversion-requirements>).

Program Administration

1. CONSULTANT will handle all program administrative functions including project management, schedule, customer service, records and document management. CONSULTANT will meet with City staff on a regular basis and provide project status reports and updates. OFC will provide all necessary staffing for the duration of the project. All inquiries will be responded to within five working days.

Program Promotion

1. CONSULTANT will set up an online website that will include at least the following information:
 - Program Description
 - Program Eligibility Criteria
 - Frequently Asked Questions
 - Example Lawn Conversions with clear descriptions
 - Link for residents to submit online applications
 - Contact information (phone and email) for inquiries

5. In the Agreement, Section 3 of REPORTING, is amended to state as follows:

2. CONSULTANT will complete all the Phase 2 pilot projects by February 28, 2025.

6. In the Agreement, EXHIBIT B is amended to state as follows:

Schedule of Charges/Payments

CITY agrees to pay CONSULTANT the amounts specified below (not to exceed a total amount of \$240,000) during the term of this agreement for completed and verified lawn conversions:

\$6 per square foot for replacing turf with climate-appropriate landscaping. The total amount payable for turf replacement shall not exceed 40,000 square feet of converted landscape by February 28, 2025.

7. All other terms and conditions of the Agreement not otherwise modified by this Second Amendment shall remain in full force and effect.

In WITNESS WHEREOF, the Parties agree that this Second Amendment shall be effective as of the Second Amendment Effective Date set forth above, and have set forth below their consent to the terms and conditions of this Second Amendment through the signatures of their duly authorized representatives.

OUR CITY FOREST

APPROVED AS TO FORM:

Rhonda Berry
President and Chief Executive Officer
Our City Forest

CITY OF MILPITAS

Approved as to form:

By: _____
Michael Mutalipassi
City Attorney
City of Milpitas

By: _____
Ned Thomas
Acting City Manager
City of Milpitas

Date: _____

APPENDIX A

Reporting Requirements

MILPITAS shall include the following data for the Lawn Bust Milpitas Program to Valley Water for each invoice:

Lawn Busters Direct Installation Program

- 1) Participants Full Name
- 2) Contact information, including email and phone number
- 3) Site Address
- 4) Approximate turf conversion area
- 5) Existing Irrigation System (yes/no)
- 6) First Contact Date
- 7) Conversion Date
- 8) Confirmed Lawn Size
- 9) Verified Project Completion with site owner
- 10) Post Inspection: verified plant health; functioning irrigation system
- 11) Plant List for project site
- 12) Photos from sites, pre- and post-installation



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Second Reading of Ordinance 196.12: An Ordinance of the City Council of the City of Milpitas Amending Section 4.05 of Chapter 9 ("Parks") of Title V ("Public Health, Safety, and Welfare") of the Milpitas Municipal Code (Staff Contact: Michael Mutalipassi, City Attorney, 408-858-3040)
Category:	Leadership and Support Services
Meeting Date:	11/7/2023
Recommendation:	Move to waive the second reading and adopt Ordinance No. 196.12, An Ordinance of the City Council of the City of Milpitas Amending Section 4.05 of Chapter 9 ("Parks") of Title V ("Public Health, Safety, and Welfare") of the Milpitas Municipal Code

BACKGROUND:

This Ordinance was introduced at the October 17, 2023 City Council meeting. No edits were requested by the City Council. The Ordinance is now ready for its second reading and adoption.

FISCAL IMPACT:

There is a *de minimis* fiscal impact associated with the adoption of a clarifying amendment. Public works will have to update the sign in Gill Park to conform with the Council's adopted policy.

California Environmental Quality Act (CEQA):

The action has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and is not a project pursuant to Pub. Resources Code, § 21065 and Cal. Code Regs., tit. 14, § 15378.

RECOMMENDATION:

Move to waive the second reading and adopt Ordinance No. 196.12, An Ordinance of the City Council of the City of Milpitas Amending Section 4.05 of Chapter 9 ("Parks") of Title V ("Public Health, Safety, and Welfare") of the Milpitas Municipal Code

Attachment(s):

- (a) Ordinance 196.12, An Ordinance of the City Council of the City of Milpitas Amending Section 4.05 of Chapter 9 ("Parks") of Title V ("Public Health, Safety, and Welfare") of the Milpitas Municipal Code

REGULAR

NUMBER: 196.12

TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILPITAS AMENDING SECTION 4.05 OF CHAPTER 9 (“PARKS”) OF TITLE V (“PUBLIC HEALTH, SAFETY, AND WELFARE”) OF THE MILPITAS MUNICIPAL CODE

HISTORY: This Ordinance was introduced (first reading) by the City Council at its meeting of _____, upon motion by _____ and was adopted (second reading) by the City Council at its meeting of _____, upon motion by _____. The Ordinance was duly passed and ordered published in accordance with law by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Suzanne Guzzetta, City Clerk

Carmon Montano, Mayor

APPROVED AS TO FORM:

Michael Mutalipassi, City Attorney

BE IT ORDAINED BY THE CITY OF MILPITAS AS FOLLOWS:

WHEREAS, it is the priority of the City Council of the City of Milpitas to continue to provide parks and amenities for people of all ages and abilities to enjoy higher levels of physical and mental health; and

WHEREAS, it is the priority of the City Council of the City of Milpitas to promote a sustainable community and protect the natural environment; and

WHEREAS, on November 7, 2006, the City Council of the City of Milpitas adopted ordinance number 196.8 amending section V-9-4.05 of the Milpitas Municipal Code to add “The issuance of a written permit from the City Manager or his authorized agent for the use of any loudspeaker or other noise-amplifying device referred to in Section V-9-4.00 shall not apply to Gill Park.”, and

WHEREAS, the language added to section V-9-4.05 is vague such that it does not give a person of ordinary intelligence a reasonable opportunity to know what is prohibited, and

WHEREAS, in order to avoid problems with constitutional due process, the City Council wishes to amend section V-9-4.05 of the Milpitas Municipal Code to remove the vague clause.

NOW, THEREFORE, the City Council of the City of Milpitas does ordain as follows:

SECTION 1. RECORD AND BASIS FOR ACTION: The City Council has duly considered the full record before it, which may include but is not limited to such things as the City staff report, testimony by staff and the public, and other materials and evidence submitted or provided to the City Council. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.

SECTION 2 AMENDMENT OF MILPITAS MUNICIPAL CODE: That Section 4.05 of Chapter 9 (“PARKS”) To Title V (“Public Health, Safety, and Welfare”) of the Milpitas Municipal Code is amended to read as follows:

V-9-4.05 – Use of Loudspeakers

The use of any loudspeaker or other noise-amplifying device.

SECTION 3. SEVERABILITY: The provisions of this Ordinance are separable, and the invalidity of any phrase, clause, provision, or part shall not affect the validity of the remainder.

SECTIN 4. EFFECTIVE DATE AND POSTING: In accordance with Section 36937 of the Government Code of the State of California, this Ordinance shall take effect thirty (30) days from and after the date of its passage. The City Clerk of the City of Milpitas shall cause this Ordinance or a summary thereof to be published in accordance with Section 36933 of the Government Code of the State of California.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Authorize International Travel for One (1) Member of the Milpitas Police Department's Criminal Investigations Bureau to Provide Technical Assistance in Support of an Out-of-Country Criminal Investigation, as a Member of the Santa Clara County Regional Enforcement Allied Computer Task Force (REACT) and in Coordination with the United States Secret Service (Staff Contact: Jared Hernandez, Chief of Police, 408-586-2406; and Stephen Parodi, Police Captain, 408-586-2523)
Category:	Consent Calendar-Public Safety
Meeting Date:	11/7/2023
Recommendation:	Authorize international travel for one (1) member of the Milpitas Police Department's Criminal Investigations Bureau currently assigned to REACT to assist in an out-of-country criminal investigation.

BACKGROUND:

The Milpitas Police Department currently has one Detective Sergeant from the Criminal Investigations Bureau assigned to the Santa Clara County Regional Enforcement Allied Computer Task Force (REACT). REACT is a partnership of local, state, and federal agencies formed to combat the problem of high technology crime and the threat it poses to our public and private communities. REACT conducts multi-jurisdictional investigations to investigate, arrest, and prosecute a wide range of criminal offenders.

As a member of REACT, the Milpitas Police Department Detective Sergeant is cross deputized with a grant of federal authority for federal arrests and the execution of the federal legal process. REACT members have been requested to tentatively participate in an out-of-country criminal investigation coordinated by the United States Secret Service. The travel is expected to occur during the last two months of calendar year 2023 with a total duration of ten to twenty-one calendar days. The dates and duration of deployment are subject to change based on developments in the on-going investigation.

The Detective Sergeant will provide technical assistance and support to the involved law enforcement agencies by conducting a forensic search, seizure, and preservation of electronic data obtained from suspects or scenes utilized in various criminal activities related to fraud. The Detective Sergeant will not participate in tactical operations or take enforcement action.

ANALYSIS:

As a member organization of REACT, the Milpitas Police Department is committed to the mission of apprehending and prosecuting high technology criminals and protecting our community from technology crime involving computers and computer networks. These types of crimes are often committed by transnational criminal networks with operations based outside of the United States. Allowing the Detective Sergeant from the Milpitas Police Department to travel out of the country to further the multi-jurisdictional criminal investigation related to high technology crime will further the mission of protecting our community from technology crime and fraud.

The travel will be funded by the United States Secret Service and will not impact the Milpitas Police Department's operating budget.

The City of Milpitas Standard Operating Procedure 6-1- Travel and Expense Policy requires that the City Council approve out-of-country travel.

POLICY ALTERNATIVE(S):

Alternative 1: Do not authorize international travel for the Detective Sergeant currently assigned to REACT.

Pros: There are no identified benefits to this alternative.

Cons: The Police Department will not assist the Secret Service by providing expertise and highly specialized technical assistance in furthering a transnational criminal investigation affecting thousands of victims in the United States.

Reason for Not Recommending: The request to travel and participate in this criminal operation does not negatively impact police operations. The travel will be fully funded by the United States Secret Service.

Allowing the Detective Sergeant to travel and participate in the criminal operation will have a positive impact on the combating of high technology crime and preventing future victimization throughout the United States and abroad.

FISCAL IMPACT:

None.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

This item is not a project under the California Environmental Quality Act (CEQA) Guideline 15378(b).

RECOMMENDATION:

- (1) Authorize international travel for one (1) member of the Milpitas Police Department's Criminal Investigations Bureau currently assigned to REACT to assist in an out-of-country criminal investigation.

ATTACHMENT(S):

- (a) City of Milpitas SOP 6-1, Travel and Expense Policy

No. 6-1
Effective: 8/1/75
Revised: 8/10/81
12/4/90*
7/16/91*
12/9/92
4/1/94
8/1/97
4/16/19
10/15/19

CITY OF MILPITAS, CALIFORNIA
STANDARD OPERATING PROCEDURE

SUBJECT: TRAVEL AND EXPENSE REIMBURSEMENT POLICY

I. PURPOSE

The purpose of this policy is to establish procedures and guidelines for business-related travel and training expenses of all City officials and employees, including Council, Commission and Committee members (hereafter “City officials”), in accordance with California Government Code Article 2.3 Section 53232.2 as well as Internal Revenue Service (IRS) *accountable plan* requirements. The referenced Government Code Section is applicable to elected officials only and requires that all reimbursement requests be substantiated with receipts. The IRS requirements help determine what types of allowances or reimbursements can be excluded from taxable wages. An allowance or reimbursement is not subject to income tax if all three of the following conditions are met:

- Expenses have a business connection,
- Expenses are substantiated, and
- Unspent excess amounts are returned.¹

It is also the purpose of this policy to identify standards governing the prudent use of City funds that safeguard integrity and promote public confidence in the efficient and effective use of limited resources. Therefore, expenses incurred in conjunction with approved travel and training must:

- Benefit the City and/or have a public purpose,
- Be reasonable, and
- Meet the City’s standards of ethical conduct.

II. POLICY

City officials may be required to travel and incur other business-related expenses in the course of their official duties and as representatives of the City.² This policy is issued to promote consistent and equitable practices and establishes:

- A. General conditions for travel expenses
- B. Travel request and authorization processes
- C. Criteria for use
- D. Reporting requirements
- E. Policy violations

¹ This provision does not apply to per diem meal allowances as further explained in Section II.C.8.

² This policy satisfies the requirements of Government Code sections 53232.2 and 53232.3 and supplements the definition of actual and necessary expenses for purposes of state laws relating to permissible uses of public resources.

A. General Conditions for Travel Expenses

1. Travel expenses include the registration, transportation and related costs incurred when attending or participating in out-of-town business or activities such as professional meetings, conferences and training sessions, whether for less than one day, overnight, in-state, out-of-state, or out of the country. All travel requires preapproval as specified throughout this policy.
2. Out-of-state travel and/or travel requiring an overnight stay requires prior approval of the City Manager unless such authority is delegated in writing. All international travel for staff requires prior approval of the City Council.
3. All travel for the Mayor, Councilmembers, and City Manager requires prior approval of the City Council.
4. Time associated with travel, training and conferences as specified in this policy shall be consistent with the provisions of applicable negotiated Memoranda of Understanding (MOUs).
5. Travel not requiring an overnight stay can be authorized by a Department Head based on appropriateness and/or importance, in accordance with expense reporting guidelines established by the City Manager.
6. City officials requiring air travel must use commercial airlines unless a waiver is approved by the City Attorney and Risk Manager.
7. City funds shall not be used for any personal costs, side-trips for personal reasons not related to the business expense (such as visiting a nearby family member or friend), accompanied guests or for the purchase of alcoholic beverages or products.
8. Prepayments of conference registration or other travel-related costs can be made when paid directly by the City with City funds. (City officials who wish to use their personal credit cards cannot be reimbursed before an event occurs.)
9. City officials should select options that meet travel needs at the lowest possible cost.
10. Reimbursement requests other than allowable per diem expenses must always be accompanied by itemized receipts and other justifiable documentation such as event registration and/or event programming information or meeting agendas.
11. In compliance with California Government Code Article 2.3 Section 53232.2, the City will reimburse elected officials for actual and necessary expenses incurred related to travel, rather than the per diem allowance. Itemized receipts, credit card statements and other documentation verifying expenses incurred are required to be submitted with reimbursement requests.
12. The use of a hotel is restricted to cities located beyond 75 miles from the Milpitas City Hall or the traveler's residence, whichever is a shorter distance. Exceptions can be made by the City Manager depending on business necessity or other justifiable circumstances such as early morning or evening meetings at the destination.
13. City departments shall designate travel coordinators to serve as primary points of contact for travel coordination and reimbursement processing in compliance with policy and procedure requirements.
14. Travel for less than one day will be reimbursed in accordance with Section II.C.7 for reasonable actual expenses.

15. With the exception of international travel for staff and all travel for the Mayor, Councilmembers, and City Manager, which must be approved by the City Council, the approval authorities granted herein can be delegated in writing by the City Manager to his/her designees for justifiable business necessities.

B. Travel Request and Authorization Process

1. Except in cases of emergency, all requests for travel authorization must be made in advance on Travel Authorization and Expense Report Form No. 32-11 (travel form). Estimated expenses shall be reviewed and authorized in advance by the City Manager.
2. To provide approvers with sufficient information to justify the travel request, appropriate documentation such as event brochures/agendas must be attached to the travel form.
3. Once approved, travel forms authorizing overnight travel must be sent to Accounts Payable for file documentation and to help ensure efficient reimbursement processing.
4. Advances of planned expenses are prohibited except in the case of pre-approved per diem allowances for meals in accordance with the provisions of II.C.5.
5. If requesting a per diem allowance or prepayment of conference registration, a complete, accurate and approved travel form should be submitted to Accounts Payable for processing at least 10 business days prior to date payments are requested.
6. Travel not involving an overnight stay does not require preauthorization through the preparation/submittal of the travel form (unless required by a Department Head), but any reimbursable expenses incurred must be submitted on the travel form in accordance with the reimbursement requirements established in Section II.C.7.
7. The Chiefs of Police and Fire may authorize out-of-state and/or overnight emergency-related travel for their respective personnel in the following instances requiring an immediate response:
 - a. Investigative travel
 - b. Prisoner extraditions
 - c. Mutual aid requests

C. Criteria for Use of City Funds

1. Registration

- a. Registration fees may be prepaid by the City or reimbursed to City officials in accordance with Section II.C.7.
- b. Federal travel regulations require that any meals included in the cost of registration be deducted from the per diem (Section II.C.5).
- c. Discounts offered for early registration or attendance by additional persons should be obtained whenever possible.
- d. To satisfy IRS accountable plan regulations, a copy of the registration materials must be submitted with the travel form.

2. Air Transportation

- a. Airfare costs to and from the travel destination shall not exceed the most economical advance purchase option available, unless such fare is unavailable and the expense is authorized by the City Manager. Upgrades of any kind will not be reimbursed.

- b. City officials who wish to take an alternative form of transportation to a destination may do so, but the City will cover the lowest cost option. A cost comparison must be submitted at the time of travel authorization and with the reimbursement request.
- c. City officials shall endeavor to acquire any government discount the airlines may provide.
- d. Costs to change or re-book a flight will not be paid by the City unless the flight change results from business necessity, is documented in writing and authorized by the City Manager.
- e. The City will cover the cost of one checked bag and will not reimburse for excess baggage charges.
- f. If airfare is paid directly by the City, and airfare credits are received by City officials as the result of a trip cancellation, such credits should be used for future business travel. Credits used for personal travel must be reimbursed to the City.
- g. City officials who use their personal frequent flyer miles for official business will not be reimbursed for the value of the foregone tickets.

3. Ground Transportation

- a. Every effort shall be made to rideshare when two or more City officials are traveling to the same destination. Use of public transit is encouraged when feasible.
- b. When using a privately owned vehicle, mileage reimbursement shall be at the rate set by the Internal Revenue Code and shall be reimbursed for the distance between home and the destination or work and the destination, whichever is less. Note: City officials receiving auto allowances will not be reimbursed for mileage unless the destination is beyond a 75-mile radius one way from the City or from the official's home, whichever is less; reimbursement is limited to mileage in excess of the 75-mile radius for each direction traveled.
- c. Transportation to and from airports shall be reimbursed for either actual mileage if a personal vehicle is used or for reasonable taxi fare, airport van, rideshare service, or public transportation, if available.
- d. Airport parking will be reimbursed at the long-term parking rates for more than one day, and at the short-term parking rates for up to one day only.
- e. Ground transportation at the travel destination should be accomplished to the best extent possible by hotel courtesy buses or other free shuttles, or public transportation. Taxi or rideshare service may be used when those options are either not available or will cause undue delays in arrival.
- f. The necessity for a rental car must be established and authorized in advance by the City Manager. Economy car rentals, i.e., the most cost effective and fuel-efficient vehicles, will be used whenever possible. Upgrades provided at no additional cost to the City can be considered if economy cars are unavailable. City officials must obtain the liability insurance coverage offered by the car rental company.

4. Lodging

- a. City officials are encouraged to plan for and stay at a designated conference hotel at the negotiated daily rate. If the designated conference hotel/rate is not available, City officials should obtain the most reasonable rate available and note the disparity on the travel form.

- b. If lodging is required for travel not associated with a conference or event with a predetermined rate, the City will pay for actual lodging expenses up to the U.S. General Services Administration (GSA) maximum daily rate (excluding taxes) allowed by location, available here: [GSA daily lodging rate](#). Based on market research, if the GSA rate for a particular region is inconsistent with rates found for reasonable business accommodations, the City Manager can preauthorize a higher rate based on business necessity.
 - c. Lodging expenses may be prepaid directly to the hotel or reimbursed to the employee in accordance with Section II.C.7. Lodging expenses for conference attendance will be limited to single occupant room rates and shall not exceed the negotiated conference daily rate.
 - d. Trips that bundle lodging, meals and/or other travel costs are not allowed, unless it can be demonstrated to the City Manager that the bundled cost does not exceed the total of component costs if each were booked separately.
 - e. In cases where breakfast is included in the room rate, this must be identified on the travel form and deducted from the per diem reimbursement.
 - f. Non-mandatory fees such as health club or resort fees are not reimbursable unless it is determined to the satisfaction of the City Manager that payment of such charges is critical to conducting City business.
 - g. If free wireless Internet service is unavailable and establishing a paid connection is a justifiable business necessity, reimbursement may be requested for reasonable fees charged by the hotel.
5. Per Diem for Meals
- a. Employees and City Officials except for Elected Officials will receive the federal per diem allowance for Meals and Incidental Expenses (M&IE) for *overnight travel only*, based on locality. Elected Officials receive reimbursement for meals up to the federal per diem allowance if substantiated by receipts. The federal per diem rates for the continental United States are published annually and can be accessed at the GSA website: Per Diem Rates. Rates for travel outside the continental United States will be obtained by the Finance Department when requested. *Note: If a destination city is not listed, then the rate for the county applies. If there is no rate for the city or county, a comparable nearby city should be identified and used.*
 - b. Meals and Incidental Expenses included in the per diem are meals, tips/fees for food and luggage handling services.
 - c. Meals and Incidentals that are not considered per diem expenses (but qualify for reimbursement) are cab/rideshare fare, fax, telephone, wireless Internet as previously specified, copy charges, room taxes, and energy surcharges. These expenses can be reimbursed based on properly documented reasonable actual cost.
 - d. Meals and allowable incidental expenses eligible for reimbursement in accordance with this section will be paid by the City strictly on a per diem basis (actual expenses for meals only apply in the case of non-overnight travel, see Section II.C.7, as well as for Elected Officials up to the federal per diem allowance).
 - e. For the first and last day of travel, reimbursement is limited to 75% of the applicable per diem rate. City officials may be eligible for 100% per diem on these days, subject to authorization by the City Manager, as follows:

- i. First day travel requires leaving the official's home before 9:00 a.m. in the morning; and/or
 - ii. Last day travel requires return to the official's home after 6:00 p.m.
- f. Per diem reimbursement is not allowed for any meals included as part of the registration cost of an event or included in the cost of a lodging rate and must be deducted from the per diem reimbursement. Event brochures must be submitted with requests for reimbursement so that meal costs can be verified.

If there is a justifiable business, medical or personal reason to not accept a meal provided at an event AND there is no available accommodation, written justification must be provided on the expense reimbursement form to request the each per diem for which this situation applies.

6. City Credit Cards

- a. After pre-approval of travel in accordance with this policy, City credit cards issued to travel coordinators and other officials should be used for payment of actual and necessary expenses as detailed within this policy (and in accordance with SOP 6.3, Credit Card Use).
- b. Copies of original itemized receipts, with appropriate coding, must accompany travel expense reports (original receipts are submitted with purchasing card statements).
- c. Personal charges should not be incurred on City-issued credit cards. Note: Hotels can accommodate requests for separate bills upon check-out. Personal charges must be reimbursed to the City or deducted from the reimbursement request.
- d. It is the credit card user's responsibility to provide an accurate accounting on the travel form and reimburse the City for pre-paid per diem expenses, if applicable.

7. Reimbursement and Substantiation Requirements

- a. All requests for reimbursement, including travel for less than one day, must be submitted on the travel form accompanied by supporting documentation including original itemized receipts or invoices, conference registration/event information, meeting agendas, etc. As noted, per diem reimbursements for employees and City Officials except for Elected Officials are not included in this requirement.
- b. Reimbursement requests submitted without the required documentation/justifications will be returned.
- c. Reimbursement requests submitted with missing receipts must include a written explanation of the purchase, subject to the approval of the City Manager.
- d. Reimbursement requests associated with City business that do not require an overnight stay will be reimbursed based on actual, reasonable and properly documented costs. Meal reimbursement is typically not allowed for planned travel with no overnight stay unless it can be determined to the satisfaction of Department Heads that such expense is justified, and that the meal meets the IRS requirements as discussed below.
- e. In order to meet IRS requirements for reimbursements that do not constitute taxable benefits, meal reimbursements for non-overnight travel must meet one of the following criteria:
 - i. to accommodate extended work hours, that is because travel necessitates an extension of the employee's normal work schedule;

- ii. to attend a meeting on City business in which a meal is served as part of the meeting itself. This is typically for group meetings such as a half-day information conference in the Bay Area; and
- iii. to allow for a City official to meet with another government official or business consultant to conduct official City business. An example would be that scheduling requires two officials to meet during lunch time to discuss official City business, and that the lunch meeting is the most convenient time to discuss City business.

Additional information can be obtained by linking to the federal fringe benefit guides referenced below or by contacting the Finance Department.

- f. If a personal credit card is used to pay the registration fee for a conference, training session, etc., City officials cannot request reimbursement until after the event has concluded.
 - g. Approved travel that must be canceled by a City official due to a bona fide emergency or situation completely outside of his/her control, and for which refunds cannot be obtained, will be reimbursed by the City upon approval of a properly documented travel form.
 - h. City officials must substantiate all expenses. The following constitutes “substantiate” for the purpose of this document:
 - i. Within 30 calendar days after the expense is incurred, the employee shall submit to the City all receipts and other documentary evidence substantiating the time, place, amount, and business connection of the expenditure.
8. Return of Excess Amounts
- a. Travel advances are not allowed under this policy unless it is determined by the City Manager that a business necessity exists. In such cases, City officials must return any amount of an advance that is in excess of the actual expense incurred within 30 calendar days upon return to work (or within 120 calendar days after the expense was incurred, whichever is less).
 - b. Per diem allowances for City Officials except for Elected Officials do not apply to this section, i.e., actual expenses less than the allowable per diem are not required to be returned so long as the appropriate business needs for the per diem have been established.

D. Reporting Requirements

- 1. Elected Officials or City Manager shall, at the first regular meeting following a meeting or conference attended at City expense, provide a brief oral or written report regarding the meeting or conference. If multiple elected or appointed officials attended, a joint report may be made.

E. Policy Violations

- 1. Use of public resources or falsifying expense reports in violation of this policy may result in any or all of the following:
 - a. Loss of reimbursement privileges;
 - b. Restitution to the City;
 - c. The reporting of expenses as income earned to state and federal tax authorities;

- d. Civil penalties of up to \$1,000 per day and three times the value of the resources used; and
- e. Disciplinary actions, including termination of employment and/or prosecution for misuse of public resources.

APPROVED:

City Manager

Attachments: Travel Authorization & Expense Report (Form 32-11)
Credit Card Missing Invoice Form

Reference Documents:

[IRS Fringe Benefit Guide - Publication 5137 \(January 2014\)](#)

[IRS Employer's Tax Guide to Fringe Benefits - Publication 15-B \(for use in 2019\)](#)



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Adopt a Resolution Certifying an Environmental Impact Report (SCH No: 2022110251) and Approving a General Plan Text Amendment, Zoning Map Amendment, Site Development Permit, Conditional Use Permit, Vesting Tentative Map, Density Bonus Permit, Tree Removal Permit, and Environmental Assessment; and Introduce an Ordinance Amending the Zoning Map in Accordance with the Provisions of Section 3.03 of Chapter 10 of Title XI (Zoning) of the Milpitas Municipal Code to Change the Zoning Classification of a Certain Parcel (APN 022-38-007) from the MP Industrial Park Zoning District to the MXD Mixed Use Zoning District; and Allow Development of a Multi-Family Residential Project Consisting of 13 Residential Buildings, up to 51 feet in Height, and One Residential Apartment Building, up to 78 feet in Height, for a Total of 206 Residential Units, and Associated Site Improvements on an Approximately 6.7-acre Site Located at 1355 California Circle. (Staff Contact: Jay Lee, Planning Director, 408-586-3077 and Lillian VanHua, Senior Planner, 408-586-3073)
Category:	Public Hearings-Community Development
Meeting Date:	11/7/2023
Recommendation:	(1) Conduct a public hearing and move to close the hearing following comments. (2) Consider Environmental Impact Report pursuant to Public Resources Code Sections 21080(d) and 2108.2(d) and CEQA Guidelines Section 15064. (3) Adopt a resolution certifying an Environmental Impact Report pursuant to Public Resources Code Section 21080(d) and 21082.2(d) and CEQA Guidelines Section 15064. (4) City Attorney shall read aloud title of the Ordinance. (5) Move to waive the first reading beyond the title and introduce an Ordinance amending the Zoning map of the City of Milpitas in accordance with the provisions of Section 3.03 of Chapter 10 of Title XI (Zoning Ordinance) of the Milpitas Municipal Code to change the Zoning Classification of a Certain Parcel (APN 022-38-007), located on the west side of California Circle, from the MP Industrial Park Zoning District to the MXD Mixed Use Zoning District. (6) Adopt a resolution to approve General Plan Text Amendment No. GP22-0001 (7) Adopt a resolution to approve Zoning Map Amendment No. ZA22-0001, Site Development Permit No. SD22-0003, Conditional Use Permit No. UP22-0001, Vesting Tentative Map MT22-0001, Density Bonus Permit No. DB23-0003, Tree Removal Permit No. TR23-0021, and Environmental Assessment No. EA22-0002, subject to the findings and Conditions of Approval.

BACKGROUND:

The City of Milpitas received an application from Pulte Homes (applicant) requesting a General Plan Text Amendment, Zoning Map Amendment, Site Development Permit, Conditional Use Permit, Vesting Tentative Map, Density Bonus Permit, Tree Removal Permit, and Environmental Assessment to allow the development of a multi-family residential project consisting of 13 residential buildings, up to 51 feet in height, and one residential apartment building, up to 78 feet in height, for a total of 206 residential units. The project will also

include 393 vehicle parking spaces, a 0.32-acre internal park, and associated site improvements on a 6.7-acre site at 1355 California Circle.

The Project consists of 35 townhome units, 96 stacked townhome units, and 75 apartment units. All 131 townhome units will have an attached two-car garage. 21 of the units will have side-by-side two-car garage configuration, with the rest of the units featuring tandem two-car garage configuration. 31 of the apartment units will be reserved for lower-income (31-60 percent Area Medium Income) households, and the remaining 44 apartment units will be reserved for moderate-income households (81-120 percent Area Median Income) to satisfy the City's Affordable Housing Ordinance.

Since the applicant is offering 15 percent of its housing units to lower-income residents, the Project qualifies for concessions, waivers, and parking reductions under the State Density Bonus Law.

The proposed Project requires approval of seven entitlements, as follows:

1. General Plan Text Amendment No. GP22-0001: To remove language associated with the California Circle Specific Plan within the General Plan 2040. This includes amending the Neighborhood Commercial Mixed-Use (NCMU) designation (pg. LU-6), the "California Circle Specific Plan Overlay" statement (pg. LU-8) and removing Action LU-2b (pg. LU-17).
2. Zoning Map Amendment No. ZA22-0001: To amend the Zoning Map to change the property zoning designation from Industrial Park (MP) to Mixed-Use District (MXD); and
3. Site Development Permit No. SD22-0003: To allow the development of a multi-family residential project consisting of 13 residential buildings, up to 51 feet in height, and one residential apartment building, up to 78 feet in height, for a total of 206 residential units on a 6.7-acre site; and
4. Conditional Use Permit No. UP22-0001: To allow residential units as condominiums and associated subdivision, and tandem parking configuration; and
5. Vesting Tentative Map No. MT22-0001: To establish 14 lots, 131 residential condominium spaces, and related common areas; and
6. Density Bonus Permit No. DB22-0003: To ensure compliance with State Density Bonus law and regulations and grant a modification of the distribution requirement so affordable units can be constructed in the apartment building only; and
7. Tree Removal Permit No. TR23-0021: To remove 27 ordinance-sized trees and replace them with 269 new trees.

Although not an entitlement, Environmental Assessment No. EA22-0002 was prepared to establish CEQA compliance. Additionally, the Project is also requesting an alternate method of compliance with the City's Affordable Housing Ordinance (AHO).

On October 11, the Planning Commission voted unanimously (6-0) recommending that the City Council certify an Environmental Impact Report and approve the Project, subject to the findings and Conditions of Approval. The commission received public comment and voted to approve the proposed project with the following changes: that the findings and conditions of approval be amended throughout the Resolution such that the 31 lower-income rental units and the 44 moderate-income rental units be made minimums and that the 44 moderate-income rental units can also be reserved for lower income households, and separately, recommend to the City Council that the dog park be incorporated into the proposed parkland, that the townhomes be made with affordable units, and that the project applicant work with MUSD to form an agreement to provide housing for its employees.

Staff has found the required entitlements comply with the policies, standards, and processes outlined in the State Density Bonus Law, the City of Milpitas 2040 General Plan, the Zoning Ordinance, and other provisions

of the Milpitas Municipal Code (MMC), and recommends that the City Council open and close the public hearing, consider the Environmental Impact Report pursuant to Public Resources Code Sections 21080(d) and 2108.2(d) and CEQA Guidelines Section 15064, adopt a Resolution approving the above applications, subject to the findings and Conditions of Approval, move to waive the first reading beyond the title and introduce an Ordinance amending the Zoning map of the City of Milpitas in accordance with the provisions of Section 3.03 of Chapter 10 of Title XI (Zoning Ordinance) of the MMC to change the Zoning Classification of a Certain Parcel (APN 022-38-007), located on the west side of California Circle, from the MP Industrial Park Zoning District to the MXD Mixed Use Zoning District, and adopt a Resolution certifying an Environmental Impact Report pursuant to Public Resources Code Section 21080(d) and 21082.2(d) and CEQA Guidelines Section 15064. The balance of this report provides specific details regarding the Project.

ANALYSIS:

This analysis will evaluate elements of the proposed Project for conformance with the Milpitas 2040 General Plan, the Zoning Ordinance, and other provisions of the Milpitas Municipal Code and the State Density Bonus Law.

Milpitas 2040 General Plan Text Amendment

The applicant proposes to remove any language from the Milpitas General Plan that requires the preparation or adoption of a specific plan for the California Circle area (General Plan Policy LU-2B); and reclassify the zoning designation from Industrial Park (MP) to Mixed-Use (MXD). Therefore, the following language will be deleted (as shown as ~~red~~ and ~~strikethrough~~ below) from the General Plan.

NEIGHBORHOOD COMMERCIAL MIXED-USE (NCMU) (FAR UP TO 0.75, AND UP TO 1 UNIT PER 1,500 SQUARE FEET OF NONRESIDENTIAL DEVELOPMENT). The Neighborhood Commercial Mixed-Use (NCMU) designation is intended to accommodate a mix of commercial and residential uses with an emphasis on commercial activity as the primary use, and residential uses, hotel, and office development allowed on a limited basis. The NCMU designation encourages active neighborhood serving uses at the ground level, including grocery stores, specialty retail, restaurants, plazas, or walk-in personal services such as banks and salons at FARs up to 0.75.

This designation also provides opportunities for vertical or horizontal mixed-use residential development to provide for area vibrancy and to encourage the redevelopment of aging commercial centers by allowing Multifamily dwelling units at a rate of 1 unit per 1,500 square feet of new or rehabilitated neighborhood-serving retail and commercial services. The City Council may consider the approval of residential-only projects in the NCMU land use designation, ~~provided the project is 100% affordable to the "low" and "very low" income categories, in order to increase the stock of affordable housing in Milpitas.~~

Projects with a residential component are subject to additional policy direction (Policy LU 6-1) to ensure that NCMU areas continue to primarily serve surrounding neighborhoods with commercial services. (see Milpitas General Plan, pg. LU-6)

Furthermore, language stating CALIFORNIA CIRCLE SPECIFIC PLAN OVERLAY under SPECIFIC PLAN DESIGNATIONS (see Milpitas General Plan, pg. LU-8) will be removed, as shown below:

~~CALIFORNIA CIRCLE SPECIFIC PLAN OVERLAY. This future specific plan area is located along California Circle, east of the I-880 corridor, and west of the Penitencia Creek corridor, as shown on the Land~~

~~Use Map (Figure LU-1). The policy guidance and framework for this area is included in Action LU-2b~~

Lastly, Action LU-2b (see Milpitas General Plan, pg. LU-17 and LU-18) will be modified, as shown below:

Develop and adopt new specific plans in areas where special development standards or guidelines, beyond those identified in the underlying land use designations and zoning standards, are needed or desired in order

to carry out a specific vision or goal for the area. ~~Specifically, the City should:~~

- ~~• Seek to prepare and adopt a specific plan for the California Circle area, as shown on the Land Use Map. Development of the California Circle Specific Plan should address the following priorities and objectives:~~
- ~~• The Specific Plan Land Use Map should include a mix of commercial, office, and industrial park uses, with opportunities for additional residential development in a primarily mixed-use format.~~
- ~~• Establish incentives and provisions for residential density increases for projects with significant affordable housing components.~~
- ~~• Identify improvements to the circulation network, including improved ingress and egress, improved bicycle and pedestrian connectivity, and improved access to trails and linear parkways.~~
- ~~• The provision of new parks and community amenities, including additional open spaces and trails.~~
- ~~• Design standards for improved landscaping, lighting and streetscapes.~~
- ~~• Funding mechanisms to ensure implementation of roadway, infrastructure, and other public improvements shall be established.~~
- ~~• Potential risks to infrastructure and public safety due to flooding or other natural disasters.~~

By approving the General Plan Text Amendment and associated project, the City Council will be given the flexibility to consider a multi-family residential development project at the subject site that provides public benefit exceeding the inclusionary affordable housing requirements in the current Milpitas Municipal Code.

Zoning Map Amendment

The Project site is zoned Industrial Park, which is intended to accommodate, in a park-like setting, a limited group of research, professional, packaging and distribution facilities and uses which may have unusual requirements for space, light, and air. The Project site will be rezoned to Mixed Use (MXD) to allow a 100 percent multifamily residential development with a density of 21 to 30 units per acre. Furthermore, the MXD district is an implementing zoning district of the General Plan NCMU land use designation. As such, the proposed Zoning map amendment will provide consistency with the General Plan designation.

General Plan Conformance

The Project (excluding the General Plan Text Amendment and Zoning Amendment) is consistent with General Plan policies, as demonstrated within Table 1 below.

Table 1: General Plan Consistency

Policy	Conformance
Policy LU 1-4: Continue to provide for a variety of housing types and densities that meet the needs of individuals and families and offer residents of all income levels, age groups, and special needs sufficient housing opportunities and choices for locating in Milpitas.	Consistent. The Project would develop a total of 206 new housing units within the 6.7-acre Project Site, which would result in a housing density of 30.8 dwelling units per-acre. Approximately 75 units would be rental units offered at a below-market rate. Additionally, the Project would qualify for a State Density Bonus, which would allow for an increase in density.
Policy LU 4-4: Encourage new development to facilitate pedestrian, bicycle and transit access through techniques such as minimizing building separation from public sidewalks; providing safe, direct, accessible, convenient, and pleasant pedestrian connections; including secure and convenient bike storage; and orienting building entrances to transit service.	Consistent. The Project would maintain the existing sidewalks at the Project site and would also provide bike racks on-site to accommodate pedestrians and bicyclists. The Project site has also been designed to retain an existing pedestrian crosswalk on California Circle, which will provide pedestrian access to nearby walking trails and a future public park.
Policy 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 clearance 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.	Consistent. The development includes internal private streets within the proposed townhome community for vehicular circulation and to provide access to each townhome. These private streets would be able to accommodate emergency service vehicles, such as fire trucks owned by the City. The proposed apartment parking structure would also provide adequate and safe circulation for vehicles. On-site parking spaces would be provided per residential unit in accordance with the City's parking requirements. Additionally, patterned walkways would also be provided within the townhome community to provide clear and easy access among the different components of the site. The proposed townhomes would install external lighting structures that would be mounted to each building to provide lighting and security to the proposed paseos, outdoor recreation area and outdoor parking spaces. The proposed apartment complex would also install mounted lighting structures. Furthermore, site plans for the Project would be reviewed by the City and the Milpitas Fire Department (MFD) to ensure that fire protection measures and building safety measures would be implemented.
Policy LU 2-3: Allow densities and intensities which exceed the generally allowed ranges defined by the underlying land use for projects utilizing Density Bonus provisions (included within the Milpitas Affordable Housing Ordinance Title XII - HOUSING Chapter 1 - AFFORDABLE HOUSING ORDINANCE) including bonuses for senior housing, affordable housing, and for projects within designated overlay districts included in Milpitas Municipal Code Section 12 - Overlay Districts and Standards	Consistent. The Project includes an apartment complex with over 15 percent of the proposed units being made available at a low-income rental rate. Furthermore, the Project would adhere to all applicable requirements with Title XII of the Milpitas Affordable Housing Ordinance. No proposed Overlay District is included as part of the Project.

Policy	Conformance
Policy LU-1-7: <i>Recognize that the Land Use Map may be amended in accordance with State law in order to ensure that there is an adequate supply of commercial, business park, industrial, public facility, parks, residential, and other desired land uses to serve the City's needs.</i>	Consistent. The applicant proposes to amend the Land Use Zoning Map to replace industrial/employment uses with multi-family residential uses that include affordable housing above the inclusionary standards. The increase of market rate and affordable housing will serve the City's needs in creating housing stock to meet the Regional Housing Needs Allocation (RHNA) required by the State Department of Housing and Community Development.
Policy CD-10: <i>Design multi-family residential, mixed use, commercial, and employment-generating development in neighborhoods, districts, and centers to:</i> <i>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;</i> <i>b.) Locate building access points along sidewalks, pedestrian areas, and bicycle routes, and include amenities that encourage pedestrian activity;</i> <i>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</i> <i>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</i>	Consistent. The Project would provide open space and recreational amenities on-site with an outdoor recreational area that consists of an outdoor playground, two turf areas, picnic tables with a sail structure providing shade, a bench, and bike racks for bicyclists. The proposed outdoor recreational area would be visible for pedestrians, bicyclists, and motorists travelling along California Circle. The Project would also include several walkways and two walking paseos that provide pedestrian amenities (i.e., benches). Pedestrian and bicycle access to the Project Site would be provided along California Circle. Pedestrian access on-site would be provided to each townhome building and the proposed apartment complex. Additionally, pedestrian and bicycle routes would be provided via walkways and sidewalks. Refer to response to Policy CD 2-7 regarding the proposed lighting fixtures for the Project. The Project will include a direct connection to an existing pedestrian crosswalk on California Circle, and the primary driveway will be located away from the crosswalk to enhance pedestrian safety. The existing pedestrian sidewalk connects through an existing residential neighborhood to the City's trail system along nearby waterways.

Zoning Conformance

The Project site is currently zoned MP Industrial Park and within Planned Unit Development no. 31 (PUD 31). The proposed Zoning map amendment will change the existing Zoning from MP Industrial Park to MXD Mixed Use and remove the site from PUD 31. The zone change is necessary in order to facilitate the Project's proposed residential density under the Project site's current General Plan designation of Neighborhood Commercial Mixed Use (NCMU). The MXD Zoning District allows a 100 percent residential project. This would bring the Project site into conformance with the General Plan, as the MXD Zoning District is an implementing zoning district under the General Plan land use designation of NCMU. Moreover, PUD 31 was created to facilitate industrial development. Since the proposed Project consists of a residential development, PUD 31 conditions are no longer applicable.

As demonstrated in Table 2, the Project is consistent with most of the applicable development standards for the MXD Mixed Use Zoning District. Where the Project is not in compliance with objective standards, the State Density Bonus Law requires the City to grant appropriate concessions, waivers, and parking reductions for qualifying projects.

Table 2: Summary of MXD Development Standards

Development Standard (MXD)	Required	Proposed	Conformance
Density	21-30 du/ac	30.8 du/acre	<i>Yes, with Density Bonus</i>
Front Yard Setback	Minimum of 8 feet and a maximum of 15 feet from back of sidewalk. The sidewalk is based on either the existing sidewalk or assumed 10-foot-wide sidewalk, whichever is wider	Townhomes and stacked flats: 12.5 feet from back of sidewalk Apartment building: 18-foot-10-inches	Yes <i>Yes, with Density Bonus</i>
Side Yard Setback (Minimum)	10 feet	15 feet	Yes
Rear Yard Setback (Minimum)	10 feet	40 feet	Yes
Height	Principal building: 3 stories and 45 feet	12-plex: 4 stories and 51 feet 7-plex: 3 stories and 39-feet-6-inches Podium: 6 stories and 77-feet-4-inches	<i>Yes, with Density Bonus</i>
Landscaping	All required front and street setback areas shall be landscaped or paved to allow for outdoor seating, display or goods, or street furniture	All required front and street setback areas are landscaped or paved	Yes
Parking	Studio: 1 covered per unit 1 bedroom: 1.5 covered per unit 2-3 bedrooms: 2 covered per unit Guest: Projects with parking structures: 15 percent of the total required, may be uncovered Projects with private garages: 20 percent of the total required, may be uncovered Total: 445	393	<i>Yes, with Density Bonus</i>
Bicycle Parking	5 percent of the total required Total: 22	22	Yes

State Density Bonus Law

To encourage affordable housing production, the State Density Bonus Law (Gov. Code § 65915 et seq.) allows developers to receive a density bonus and other incentives, such as concessions, waivers, and parking reductions, when affordable housing is incorporated within a project. The Density Bonus is a state mandate,

and any project that meets the requirements of the state law is entitled to receive the incentives associated with it.

The City Council, after recommendation by the Planning Commission, may authorize an increase in allowable dwelling unit density for those residential projects that assist in meeting the lower income or senior housing needs of the community. When the Planning Commission and Council make a finding that a developer has complied with the requirements of MMC Sections XI-10-54.15(D)(4), Standards, and XI-10-54.15(E), Density Bonus Conditions, the City Council may award a density increase, with the approval of the project. Moreover, MMC Section XI-10-54.15(D)(2) states that all affordable units shall be reasonably dispersed throughout the project, shall contain on average the same number of bedrooms as the non-affordable units in the project, and shall be comparable with the non-affordable units in terms of appearance, materials and finished quality. The Planning Commission may recommend to the City Council modifying the requirements as to unit size or type, if it is found that such a modification would better serve the affordable housing need of Milpitas.

Since the Project reserves 10 percent or more of the total housing units for lower income households, the density bonus shall be an increase of 20 percent over the maximum allowable residential density under the General Plan and Zoning Ordinance. The applicant may also request waivers and concessions under the State Density Bonus Law. The Project proposes to satisfy its affordability requirement by reserving all of the apartment units as affordable, with 31 apartment units at the lower-income rental level and 44 apartment units at the moderate-income, rather than disperse the affordable units across the Project site. If granted the modification, the overall total number of affordable units at the lower-income level satisfies both the 15 percent total units required under the City's Affordable Housing Ordinance and the State Density Bonus. Furthermore, the City must grant any waivers and concessions requested by the applicant for a qualifying project under the State Density Bonus Law.

Table 3 outlines the density bonus, waivers, and parking reductions requested for the proposed Project.

Table 3: State Density Bonus – Concessions, Waivers, and Incentives

Type of Modification	Standard	Applicant Request	Justification	Discretion
<i>Density Bonus</i>	21-30 du/ac	30.8 du/ac	By allowing additional density, more affordable units will be provided to meet the City's Regional Housing Needs Allocation (RHNA) obligation.	The density bonus is allowed under State Density Bonus Law and must be granted by the City.
<i>Waiver(s)</i>	Front Setback: Minimum 8 feet, Maximum 15 feet	Apartment Building: 18-foot-10-inches	A greater front yard setback is needed to create a better streetscape along the project frontage and incorporate ADA accessible ramps leading to the leasing office.	This waiver is allowed under State Density Bonus Law and must be granted by the City.

Type of Modification	Standard	Applicant Request	Justification	Discretion
<i>Waiver(s)</i>	Building Height: 3 stories and 45 feet	12-plex: 4 stories and 51 feet 7-plex: 3 stories and 39-feet-6-inches Podium: 6 stories and 77-feet-4-inches	The proposed building heights are necessary to achieve the proposed density and the open space areas. The podium apartment building would not be financially feasible to build with less units or at a lower height.	This waiver is allowed under State Density Bonus Law and must be granted by the City.
<i>Parking Reduction</i>	Studio: 1 covered per unit 1 bedroom: 1.5 covered per unit 2-3 bedrooms: 2 covered per unit (Pursuant to MMC Section XI-10-53.09)	Studio: 1 covered per unit 1 bedroom: 1 per unit 2 bedrooms: 1.5 per unit (Maximum, pursuant to State Density Bonus law) Total: Podium - 85 spaces	The Project is providing the maximum number of required parking spaces under State Density Bonus Law.	This waiver is allowed under State Density Bonus Law and must be granted by the City.
<i>Parking Waiver</i>	Guest Vehicle Parking requirement: Projects with parking structures: 15 percent of the total required, may be uncovered; Projects with private garages: 20 percent of the total required, may be uncovered. Townhomes: 52.4 guest spaces	To provide 46 guest vehicle parking spaces when 52.4 vehicle parking spaces are required per MMC.	By relocating the main entrance to the condo/townhome and creating a more optimal trash pickup area for the apartment building, the Project was unable to provide 6 additional guest spaces. The State Density Bonus Law provides a reduction in the minimum parking requirements for qualifying projects.	A waiver of minimum parking standards is allowed under State Density Bonus Law and must be granted by the City.
<i>Parking Waiver</i>	Compact stalls shall be used only in Projects within R3, R4, and R5 zones.	Compacts stalls dispersed throughout the proposed MXD zoned site.	The dispersal and design of compact stalls are necessary to provide adequate parking for the Project.	A waiver of parking standards is allowed under State Density Bonus Law and must be granted by the City

Off-Street Parking Standard Waivers

MMC Section XI-10-53.07(B) allows parking areas and garages containing ten (10) or more stalls serving multi-family residential uses within the R3 zones up to 40 percent of the required and non-required stalls to be

designated as compact stalls. Since the Project site will be rezoned to MXD Mixed Use, the Project is not permitted to have compact parking stalls. However, compact stalls are necessary in order to provide as much of the required number of guest spaces as possible and facilitate the physical construction of the proposed development.

Parking Incentives

Under the State Density Bonus Law, an applicant who qualifies for a density bonus may propose reduced parking standards. The Project must also provide 15 percent of the total required parking as guest parking within the parking structure and an additional 20 percent of the total required vehicle parking as guest parking for the portion of the project with private garages. However, under State Density Bonus Law and upon a developer's request, the City must allow a reduction in vehicle parking, as shown in Table 4.

Table 4: Maximum Parking Requirements (under State Density Bonus Law)

Type of Unit (or Guest Parking)	Number of Vehicle Parking Spaces
Studio and One Bedroom	One space
Two-Bedroom and Three-Bedroom	1.5 spaces
Guest Parking	Zero spaces

The applicant has requested reduced parking standards and has proposed to provide the following, as demonstrated in Table 5.

Table 5: Parking Analysis (under State Density Bonus Law)

Land Use	Unit Count	Rate	Maximum Spaces Required	Spaces Provided	Notes
Podium					
Studio and 1 bedroom	56	1 / unit	56	56	
Two bedrooms	19	1.5 / unit	29	29	
Townhomes					
Three bedrooms	131	1.5 / unit	196.5	262	
Guest Parking	N/A		0	46	Included as part of the total number of parking spaces required under the State Density Bonus Law
Total			282	393	

As noted in the Project Description, each three-bedroom townhome unit will include a two-car garage; 21 will be side-by-side garages and the remaining will be tandem garages. There will be 56 parking spaces within the parking structure of the podium building and 29 uncovered spaces. In addition, 46 additional surface parking spaces will be provided for guests along the internal private streets, making a total of 393 vehicle spaces and consistent with the reduced parking standard under the State Density Bonus Law.

Subdivision Ordinance

The Project's form, content, and dedications of the proposed tract map have been reviewed by the City of Milpitas Engineering Department and deemed consistent with the provisions of MMC Section XI-1-4 (Tentative Maps), as outlined in the Resolution. Tentative Maps require approval of a Resolution by the Planning Commission recommending final approval by the City Council.

Architectural Design

The Project's design concept includes six three-story seven-plex residential buildings and eight four-story 12-plex residential buildings, and a six-story apartment building consistent with existing residential development along California Circle. The contemporary design includes the following design accents and materials:

Townhomes

- Roof: Composition Shingle
- Exterior: Stucco Finish and Panel Siding
- Accents: El Dorado Stone, and Metal Railings
- Window/Door Trim: Vinyl frame
- Entry Door: Contemporary Front Entry Door
- Garage Door: Sectional Garage Door

The renderings of the two townhome products are shown in Figures 1 and 2. The colors and materials board are shown on Figures 3 and 4.

Figure 1 – 7-plex Townhomes



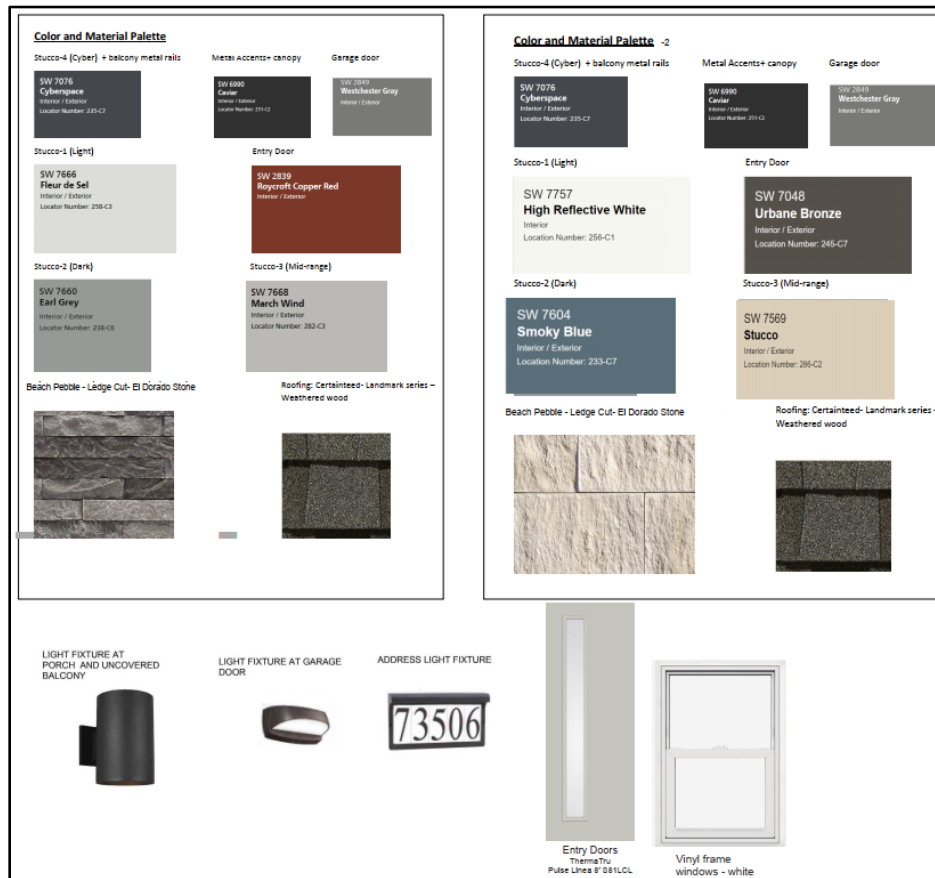
Figure 2 – 12-plex Townhomes



Figure 3 – 7-plex Colors and Materials Board

Color and Material Palette				Color and Material Palette - 2				
ACCENT STUCCO AND SIDING SW 6219 	STUCCO BODY COLOR-1 SW 7008 	STUCCO BODY COLOR-2 SW 7068 	ACCENT- METAL RAILING AND ENTRY DOOR COLOR SW 7076 	ACCENT STUCCO AND SIDING SW 7604 Smoky Blue Interior / Exterior Location Number: 233-C7 	STUCCO BODY COLOR-1 SW 7757 High Reflective White Interior Location Number: 256-C1 	STUCCO BODY COLOR-2 SW 7666 Fleur de Sel Interior / Exterior Location Number: 259-C3 	ACCENT- METAL RAILING SW 7076 	
GARAGE DOOR COLOR SW 7604 Smoky Blue Interior / Exterior Location Number: 233-C7 				GARAGE DOOR COLOR SW 7638 				ENTRY DOOR COLOR SW 2539 Raycraft Copper Red Interior / Exterior
LIGHT FIXTURE AT PORCH AND UNCOVERED BALCONY 				LIGHT FIXTURE AT GARAGE DOOR 				ADDRESS LIGHT FIXTURE
				Entry Doors ThermoTru Pulse Linea P 581LCL 				
				Vinyl frame windows - white 				

Figure 4 – 12-plex Colors and Materials Board



Apartment Building

The proposed six-story multi-family residential building maintains a strong relationship to the street in that its primary entrance is oriented toward the street. The east exterior walls and roof top include architectural relief in the form of fenestration along the front and massing differentiation along the roof segments. The building's design features exterior plaster walls, vinyl windows, accented with stone veneer and wood frame canopies along the ground floor, along with an aluminum storefront system. The color for the materials proposed are neutral grays and earth tones with white and darker colors used to break up the massing of the building. The building has a well-defined base consisting of storefront windows with aluminum horizontal and vertical dividers, a canopy and a change in color and material. There is also a change in roof heights that highlight various portions of the building.

The rendering of the apartment building is shown on Figure 5 and the colors and materials board is on Figure 6.

Figure 5 – Apartment Building Facing East towards California Circle



Figure 6 – Apartment Colors and Materials Board



Tree Removal and Landscaping Requirements

The Project includes removal of 49 existing trees, including 27 protected trees, from the project site. Pursuant to MMC Title X, Chapter 2 (Tree Maintenance and Protection), the project will plant two replacement trees for every one protected tree that is removed, or 54 new trees planted on the site. The Project will be planting 269 new trees on site, as demonstrated in Figure 7. Other new landscaping will include various shrubs, grasses, and perennials.

Figure 7 – Landscape Plan



Parkland and Open Space Requirements

The City's Subdivision Ordinance requires new subdivisions to dedicate five acres of parkland for every 1,000 persons or payment of park in-lieu fees, as allowed by MMC Section XI-1-9 (*Improvements: Dedication of Land or Payment of Fee or Both, for Recreational Purposes*). Additionally, at least 60 percent of the parkland requirement must be provided as public park lands. The Parkland Fee is based upon the estimated number of persons expected to reside in the development (per U.S. Census definitions) and the estimated value of parkland in the City of Milpitas (currently \$2,308,680 per acre).

The City estimates 2.49 people will occupy each unit. The Project proposes 206 units, resulting in an estimated population of 513 persons. Based on this population estimate, the applicant must provide 2.56 acres of parkland, equivalent to approximately \$5,921,071.60.

To satisfy the parkland requirement, the Project includes 37,865 square feet of open space and private recreation on site. The apartment building has two decks, totaling 4,720 square feet. There is also an internal 0.32-acre park with facilities for both passive and active recreation. Where private open space for park and recreational purposes is provided in a proposed subdivision and such space is to be privately owned and maintained by the future residents of the subdivision, such areas shall be credited against the requirement of dedication for park and recreation purposes. The Project will receive credit for the 37,865 square feet of open space and will be required to pay the remaining delta. Table 6 demonstrates how the Project will meet its parkland requirement.

Table 6: Parkland Requirements Analysis

Pulte Townhomes and Apartments Proposed	206
Pulte Townhomes and Apartments Population Estimate (2.49 persons/unit per Census)	513 persons
Citywide Parkland Requirement	5 acres/1,000 people or equivalent fees-in-lieu
Total Parkland Acreage or In-Lieu Fee Required	2.56 acres / \$5,921,071.60
Private Recreation / Open Space provided	0.87 acres
Public Recreation / Public Park Land provided	0.0 acres
Balance of Parkland Acreage or In-Lieu Fee Due	\$3,912,520.00

Affordable Housing Ordinance

According to MMC Section XII-1-3.00 (Affordable Housing), the applicant must reserve fifteen percent (15 percent) of the total number of dwelling units within the development as affordable units. As part of the development application, the applicant may request and the City Council, at its discretion, may waive, wholly or partially, the requirements of this Chapter and approve alternate methods of compliance if the applicant demonstrates, and the City Council finds, that such alternate methods meet the purposes of the AHO and the Council can make the findings for such alternative methods as set forth in Section MMC XII-1-4.A.

The City's Affordable Housing Ordinance (AHO) requires the following of affordable units:

- The bedroom mix of the affordable units should be proportionate to the bedroom mix of the market rate units, provided that the City Council may approve a different unit mix to meet other City goals.
- The square footage of the affordable housing units must be reasonably consistent with the market rate units in the development although smaller unit sizes may be allowed by the Director or Building Safety and Housing if the developer provides adequate justification and reasons why the provision of small unit sizes would further the City's housing goals and the AHO.
- All affordable units shall be reasonably comparable in terms of floor plan and base finish amenities to market rate units in the proposed development.
- The quality of the exterior design, landscaping, and construction of the affordable units shall be consistent with the other units in the proposed development.
- Affordable units shall have the same access to common entrances from the exterior as market rate units.
- Affordable units shall have the same access to all project amenities and recreational facilities available to market rate units.
- All affordable units shall be reasonably dispersed throughout the project and for residential structures higher than eight stories, the affordable units shall be evenly distributed throughout the bottom 60 percent of the floors or higher.

The breakdown of unit types required to satisfy the ordinance is provided in the Table 7 below.

Table 7: AHO Requirements

Unit Type	Units Developed	AHO Requirement	Units Required
Townhome	131	15 percent	19.65
Apartment	75	15 percent	11.25

To comply with this section, the ordinance requires the applicant to provide 20 townhomes and 11 apartment units for affordable housing, for a total of 31 affordable housing units.

The applicant proposes to meet the City's affordable housing requirement by reserving 31 of the apartment units on-site for lower-income households, meeting the 15 percent requirement of the total number of dwelling units. The applicant will also reserve the remaining 44 apartment units for moderate-income households.

By granting this exception to the City's AHO, the Project would add 75 deed restricted units to its affordable housing stock and help the City meet its RHNA obligation. It is important to note that the apartment units are designed for rental occupancy. As such, the moderate-income units would not qualify towards the 15 percent affordability requirement, as rental units that qualify for the 15 percent must be at or below low-income or 80 percent AMI. Additionally, the total number of bedrooms under the applicant's deviation would be 94, whereas the standard ordinance would only require 74 bedrooms. Moreover, the total square footage of living space under the standard ordinance is approximately 41,548 square feet, whereas the Project would be providing 45,661 square feet (or ten percent more).

Implementation

Prior to the City allowing occupancy for an affordable unit, resale restrictions or rental controls, or both, as the case may be, shall be set forth in an agreement between the City and the applicant, which agreement shall be recorded against the property containing the affordable units. The agreement shall be executed by the City Manager or designee, and its requirements shall run with the land and bind the applicant's successors. Covenants on the affordable units shall not be less than 55 years.

Pursuant to MMC Section XII-1-6.03, eligible potential occupants of affordable units will be qualified on the basis of household income, the median combined household income statistics for Santa Clara County published periodically by the California Department of Housing and Community Development (HCD), all sources of household income and assets, the relationship between household size and the size of available units, and any further criteria required by law. The applicant shall use an equitable selection method established in conformance with the terms of the AHO and subject to approval by the City. The selection criteria may not distinguish between adults and children.

Subject to the requirements of state and federal fair housing laws and regulations, the City shall endeavor to make housing available for Milpitas residents, former Milpitas residents who have been displaced, households with children enrolled in the Milpitas Unified School District that have inadequate housing as defined in the federal McKinney-Vento Homeless Assistance Act, and employees employed within the boundaries of the City of Milpitas, and may develop selection criteria to implement these goals. The applicant will pursue active marketing, conduct affordable housing workshops, extensive advertising and other measures to ensure that residents and employees are informed and educated about the availability of affordable units.

Traffic and Access

Vehicular access to the proposed townhomes will be provided via two driveways; the existing driveway on the southeastern end of the Project site, along California Circle, will be maintained and the existing northeastern driveway will be moved south towards the middle of the Project site. Internal private streets will be constructed on-site to provide access to each townhome garage and associated 46 surface guest parking spaces. The proposed private streets will also serve as vehicular circulation on-site. For pedestrian access and circulation, the Project will include internal sidewalks and curbs along each private street.

Vehicular access to the proposed apartment complex will be provided via one new driveway located on the northeastern corner of the Project site, along California Circle. A 150-foot long drive aisle will be provided at the ground level of the apartment complex for vehicular circulation through the apartment's proposed surface parking lot and access to the parking structure. The apartment parking structure will provide a separate, internal circulation for vehicles to enter, park, and/or exit. The parking structure will provide a total of 56 residential parking spaces, and the on-site surface parking lot would provide an additional 29 spaces, for a total of 85 spaces. Ten spaces will be utilized as electric vehicle (EV) charging stations. No additional guest parking will be provided onsite.

Grading

The proposed Project would result in the demolition of all existing structures, paving, and landscaping on the subject site. In addition, the applicant proposes to fill the site to raise the finish grade heights to meet flood zone requirements.

Utilities

The project site is located in an urban area and is currently served by existing utilities, including water, sanitary sewer, storm drainage, electricity, and telecommunications infrastructure. All public utilities will be provided to the Project site.

Climate Action Plan

The City of Milpitas Climate Action Plan (CAP) was adopted in 2013 and included Greenhouse Gas (GHG) reduction goals, policies, and actions for new and existing development projects. The Project would follow these goals and policies by locating future residents near public transportation, jobs, restaurants, and services. The City recently adopted the Climate Action Plan Update on August 9, 2022. In addition, the Project would incorporate green building measures in compliance with CAL Green standard building measures for residential buildings and Title 24 requirements to reduce energy usage.

Development Fees

The Project is subject to the following impact fees:

- *Parkland Impact Fee* - To satisfy the parkland requirement, the Project includes 80,506 square feet of open space and private recreation on site. These private recreation areas shall be credited against the requirement of dedication for park and recreation purposes. However, since the City Code requires that 60 percent of the parkland requirement must be provided as public parkland, and no public parkland is proposed, the Project must pay the required 60 percent, or approximately \$3,002,988.76.
- *Public Art Fee* - The Project will comply with the City's Public Art Requirements for Private Development, as set forth in Milpitas Municipal Code Section XI-10-14. This fee is currently set at one-half of one percent of building development costs. The proposed Project will either install Publicly Accessible Art on the development site or pay the fee based on the construction valuation at the building permit issuance. The Public Art to be installed will be reviewed and approved by the Art Commission.

Fiscal Benefits of Employment Lands Study

In 2021 and 2022, the City Council received presentations on the Fiscal Benefits of Employment Lands Study (FBOELS). The FBOELS is based on preserving and protecting industrial and commercial space for the benefit of the City's long-term fiscal health and jobs for residents. The FBOELS provides data confirming that employment lands are significant contributors to the City's fiscal stability as these lands provide substantial net positive revenue to the General Fund to support essential and critical City services. Per the Existing Conditions Report of the 2040 General Plan, 28 percent of Milpitas' land is reserved for industrial and commercial uses, but the FBOELS revealed that existing employment lands make up 55 percent of the City's General Fund total revenues.

POLICY ALTERNATIVE(S):

Alternative 1: Deny the applicant's request for a General Plan Text Amendment, Zoning Map Amendment, Site Development Permit, Conditional Use Permit, Vesting Tentative Map, Density Bonus Permit, Tree Removal Permit, and Environmental Assessment.

Pros: Denial of the Project would allow the existing 90,000-square foot vacant industrial office building to remain in conformance with the existing zoning. Once the Project site is rezoned to the Neighborhood Commercial Mixed Use (NCMU) zoning district as part of the Citywide Comprehensive Zoning update, there would be a possibility of a conforming mixed-use residential project.

Cons: Denial of the Project would deprive the City of 206 new residential units, 31 of which are reserved for below market rate households. The Project would further support affordable housing needs within the region, including the City's Regional Housing Needs Allocation (RHNA). Denial of the Project would also be contrary to the goals and objectives of State and local density bonus laws.

Reason for Not Recommending: The proposed project, with the proposed amendments to the General Plan text and Zoning Map Amendment, is consistent with the City's General Plan and Zoning, all of which support the development of affordable housing. The Project includes 31 apartment rental units reserved for lower-income households and 44 apartment rental units reserved for moderate-income households, increasing the number of affordable units in the City of Milpitas and providing more options of housing for its residents. The project complies with the affordability provisions of the State Density Bonus Law and qualifies for the waivers and parking reductions requested by the applicant. The project complements nearby residential projects.

FISCAL IMPACT:

Given the potential impact of the Project being located within an existing industrial zone, a Fiscal Impact Analysis was completed. Economic & Planning Systems' (EPS) Fiscal Impact Analysis found that the City would financially benefit from the Project. Moreover, the annual net positive impact on the General Fund is expected to be \$169,000.

If the Council approves this item on November 7, 2023, the City expects to see this annual net positive impact on the General Fund following full project construction.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

An environmental assessment (EA22-0002) was conducted according to the California Environmental Quality Act of 1970 (CEQA), as amended, and state guidelines implementing CEQA. A "project," under CEQA, is defined as "the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment." (CEQA Guidelines Section 15378.) Given that the demolition and construction of a multifamily residential development at the Project site would require a General Plan Text Amendment, Zoning Map Amendment, Site Development Permit, Vesting Tentative Map, Conditional Use Permit, and these are all discretionary entitlements, and that the Project would result in the alteration of existing buildings and landscaping, it is a "project" under CEQA.

Notice of Preparation

Upon review of the application for the proposed Project, the City determined that the project has the potential to result in potentially significant environmental impacts and, therefore, an EIR should be prepared. In accordance with Section 15082 of the CEQA Guidelines, the City prepared a Notice of Preparation (NOP) for the Draft EIR (DEIR) to determine which environmental topics should be analyzed under an Environmental Impact Report. The NOP was circulated on November 14, 2022 to local, state, and federal agencies, and nearby property owners within 1,000 feet of the Project for a 30-day review period that ended on December 14, 2022. A scoping session was held on November 30, 2022 to solicit comment on potential topics to be analyzed under the DEIR.

Draft Environmental Impact Report

The City prepared the DEIR and circulated this document for the required 45-day public review on July 7, 2023. The public review period ended on August 21, 2023. A public comment meeting on the DEIR was held on August 3, 2023. The CEQA Clearinghouse project number is: 2022110251.

Other than the impacts discussed below, all the environmental impacts can be reduced to less than significant levels through implementation of standard conditions of approval or recommended mitigation measures or no impact and requiring no mitigation.

The DEIR identifies the following significant and unavoidable environmental impacts related to aesthetics:

- **Impact AES-1:** The Project would develop multiple structures at a maximum building height that is greater than the existing building structures on-site. Accordingly, this increase in height would result in significant view blockages of public scenic resources (i.e., the eastern open hillsides) from public viewpoints, specifically for bicyclists travelling northbound along Coyote Creek Trail, and motorists travelling southbound along McCarthy Boulevard. As such, the Project would result in substantial adverse effects to scenic vistas, and the impact would be significant and unavoidable.

Project Alternatives

Section 15123 of the CEQA Guidelines requires an EIR to identify each significant effect with proposed mitigation measures and alternatives that would reduce or avoid that effect. The CEQA Guidelines further require EIRs to include the identification and evaluation of a reasonable range of alternatives that are designed to reduce the significant environmental impacts of the Project while still meeting the general project objectives.

The two alternatives considered were the “No Project” alternative and “Specific Plan Project” alternative. The “No Project” alternative assumes the continuation of existing physical conditions on the site, as well as development of the related projects. While the “No Project” alternative would have less-than-significant environmental impacts in most topic areas, the alternative would not meet any of the key project objectives and is environmentally and socially undesirable.

The “Specific Plan Project” alternative would include the adoption and implementation of a California Circle Specific Plan bound by the I-880/California Circle on-and-off ramp, Dixon Landing Road, Lower Penitencia Creek, Fairview Avenue, and Cadillac Court (Plan Area), which includes the Project Site. The Specific Plan would serve both planning and regulatory functions, including land use regulations, circulation patterns, building and streetscape design standards, and development standards. This alternative assumes that the Project could be implemented as a development project under the Specific Plan.

This “Specific Plan Project” would achieve all three of the Project objectives. Furthermore, most of the objectives would be met to a greater degree than the Project because the Specific Plan Area would be able to accommodate a greater amount of mixed-use development, thus providing greater opportunities for housing development and increased development intensity. The Specific Plan Alternative would eliminate the significant impact of the Project (aesthetics-visual impacts to scenic resources). Additionally, the Specific Plan Alternative would achieve all Project objectives to a greater degree. However, this Alternative could increase the amount of residential development compared to the Project. Thus, the Specific Plan Alternative would potentially increase the City's population and the demand for public services, recreational spaces, and utility services (i.e., water, wastewater, and solid waste). Future development and redevelopment projects resulting from the Specific Plan Alternative would introduce additional commercial, industrial, and mixed-use development that would increase the development of the Project Site and uses surrounding the Project Site. Implementation of the Specific Plan Alternative could potentially result in similar environmental impacts to the Project but to a greater degree. Therefore, the alternative would result in greater impacts than the Project and would ultimately be the inferior alternative.

Final EIR

The contents of the Final EIR include the Draft EIR, comments received during the public comment period on the Draft EIR, and responses to comments. The Final EIR includes Findings of Fact along with a Statement of Overriding Considerations and the Mitigation Monitoring Program (MMP) for the Project. In accordance with CEQA, if specific economic, legal, social, technical, or other benefits of a proposed project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered “acceptable” and the decision-making agency may adopt a Statement of Overriding Considerations to address these impacts. Should the City Council consider approval of the Project, the Council must also take action to certify the Final EIR and adopt the Findings of Fact, Statement of Overriding Considerations, and MMP. Should the City Council deny the Project, staff would recommend that no action be taken on the Final EIR as a CEQA determination does not need to be made for a project that has been denied.

Given that significant and unavoidable impacts would remain with respect to aesthetics, a Statement of Overriding Considerations has been prepared. The CEQA findings and Statement of Overriding Considerations are included in Attachment C to certify the EIR, approve a Mitigation Monitoring Program, and make findings that while there are significant unavoidable impacts, there are other economic, legal, social, technological, environmental, and other considerations that outweigh these impacts and warrant approving the Project.

RECOMMENDATIONS:

(1) Conduct a public hearing and move to close the hearing following comments.

(2) Consider Environmental Impact Report pursuant to Public Resources Code Sections 21080(d) and 2108.2(d) and CEQA Guidelines Section 15064.

(3) Adopt a resolution certifying an Environmental Impact Report pursuant to Public Resources Code Section 21080(d) and 21082.2(d) and CEQA Guidelines Section 15064.

(4) City Attorney shall read aloud title of the Ordinance.

(5) Move to waive the first reading beyond the title and introduce an Ordinance amending the Zoning map of the City of Milpitas in accordance with the provisions of Section 3.03 of Chapter 10 of Title XI (Zoning Ordinance) of the Milpitas Municipal Code to change the Zoning Classification of a Certain Parcel (APN 022-38-007), located on the west side of California Circle, from the MP Industrial Park Zoning District to the MXD Mixed Use Zoning District.

(6) Adopt a resolution to approve General Plan Text Amendment No. GP22-0001

(7) Adopt a resolution to approve Zoning Map Amendment No. ZA22-0001, Site Development Permit No. SD22-0003, Conditional Use Permit No. UP22-0001, Vesting Tentative Map MT22-0001, Density Bonus Permit No. DB23-0003, Tree Removal Permit No. TR23-0021, and Environmental Assessment No. EA22-0002, subject to the findings and Conditions of Approval.

ATTACHMENT(S):

(a) Draft Ordinance

(b) City Council Resolution to Adopt General Plan Text Amendment, including Exhibit 1 to the Resolution: General Plan Text Amendment

(c) City Council Resolution, including Exhibit 1 to the Resolution: Conditions of Approval , and Exhibit 2 to the Resolution: Draft Ordinance

(d) City Council Resolution Certifying the Environmental Impact Report, including the FEIR and Statement of Overriding Considerations

(e) Project FEIR

(f) Planning Commission Staff Report dated October 11, 2023

(g) Planning Commission Meeting Minutes for October 11, 2023

(h) Project Plans

(i) Vesting Tentative Map

(j) Project Narratives

(k) Applicant COA Modification Requests

REGULAR

NUMBER: XX.XXX

TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILPITAS AMENDING THE ZONING CODE CONTAINED IN TITLE XI, CHAPTER 10, SECTION 3.03 OF THE MILPITAS MUNICIPAL CODE TO ALLOW A ZONING DESIGNATION CHANGE OF A CERTAIN PARCEL WITHIN THE ZONING MAP

HISTORY: This Ordinance was introduced (first reading) by the City Council at its meeting of _____, upon motion by _____ and was adopted (second reading) by the City Council at its meeting of _____, upon motion by _____. The Ordinance was duly passed and ordered published in accordance with law by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Suzanne Guzzetta, City Clerk

Carmen Montano, Mayor

APPROVED AS TO FORM:

Michael Mutalipassi, City Attorney

RECITALS AND FINDINGS:

WHEREAS, on April 12, 2022, Pulte Homes Company LLC (Applicant) submitted an application to the City of Milpitas requesting a General Plan Text Amendment, Zoning Map Amendment, Site Development Permit, Conditional Use Permit, Vesting Tentative Map, Density Bonus Permit, Tree Removal Permit, and Environmental Assessment to allow the development of a multi-family residential project consisting of 13 residential buildings, up to 51 feet in height, and one residential apartment building, up to 78 feet in height, for a total of 206 residential units. The project will also include 393 vehicle parking spaces, a 0.32-acre internal park, and associated site improvements on a 6.7-acre site at 1355 California Circle (Project). The project thus consists of and requires:

- a. General Plan Text Amendment No. GP22-0001: To remove language associated with the California Circle Specific Plan within the General Plan 2040 by amending the Neighborhood Commercial Mixed-Use (NCMU) designation (pg. LU-6), removing the “California Circle Specific Plan Overlay” statement (pg. LU-8) and amending Action LU-2b (pgs. LU-17 and LU-18); and
- b. Zoning Map Amendment No. ZA22-0001: To amend the zoning map to change the property zoning designation from Industrial Park (MP) to Mixed-Use District (MXD); and for the property identified as 1355 California Circle (APN 022-38-007); and
- c. Site Development Permit No. SD22-0003: To allow the development of a multi-family residential project consisting of 13 residential buildings, up to 51 feet in height, and one residential apartment building, up to 78 feet in height, for a total of 206 residential units on a 6.7-acre site; and
- d. Conditional Use Permit No. UP22-0001: To allow residential units as condominiums and associated subdivision, and tandem parking configuration; and
- e. Vesting Tentative Map No. MT22-0011: To establish 14 lots, 131 residential condominium spaces and related common areas; and
- f. Density Bonus Permit No. DB22-0003: To ensure compliance with State Density Bonus law and regulations and grant modification of the distribution requirements so affordable units can be constructed in the apartment building only; and
- g. Tree Removal Permit No. TR23-0021: To remove 27 ordinance-sized trees and replace them with 269 new trees.

WHEREAS, pursuant to the California Environmental Quality Act (Public Resources Code, § 21000 et seq.), the State CEQA Guidelines (California Code of Regulations, title 14, § 15000 et seq.) (Collectively, “CEQA”), the City of Milpitas is the lead agency for the proposed Project described above; and

WHEREAS, General Plan (GP) Amendment No. GP22-0001 proposes an amendment within the City of Milpitas General Plan Text to allow for changes associated with policy direction for the Neighborhood Commercial Mixed-Use (NCMU) general plan land use designation the reference of a future California Circle Specific Plan. Such proposed Amendment has been initiated by resolution for approval by the City Council, separate from this Ordinance; and

WHEREAS, Zoning Map Amendment No. ZA22-0001 proposes an amendment within the City of Milpitas Zoning map to change of zoning designation from Industrial Park (MP) to Mixed Use District (MXD) for APN 022-38-007, which has been initiated by this Ordinance; and

WHEREAS, on October 11, 2023, the Planning Commission held a duly-noticed public hearing on the subject application and associated project, and considered evidence presented by City staff, the

applicant, and other interested parties and recommended the City Council approve the proposed amendments; and

WHEREAS, per Milpitas Municipal Code § XI-10-57.02(G)(3), the City Council finds the Zoning Map Amendment set forth herein to be consistent with the General Plan because the proposed zoning (MXD) is an implementing zoning district of the existing Neighborhood Commercial Mixed Use (NCMU) general plan designation; and

WHEREAS, per Milpitas Municipal Code § XI-10-57.02(G)(3), the City Council likewise finds that the Zoning Code Amendment set forth herein will not adversely affect the public health, safety and welfare because the zoning map amendment will implement a land use designation that is consistent with the permitted general plan land use designation. An environmental consultant has reviewed the project and that traffic, environmental impacts, access to essential services, and community well-being will not be impacted in a manner that would significantly affect public health, safety and welfare. If the project is developed, it has been conditioned to comply with federal, state, and local laws and regulations related to public health, safety, and welfare. This includes zoning ordinances, building codes, environmental regulations, and safety standards; and

WHEREAS, on November 7, 2022 the City Council held a duly-noticed public hearing on the proposed action, and considered evidence presented by City staff and other interested parties; and

WHEREAS, the City Council finds that with approval (by separate resolution) of the General Plan Text Amendment No. GP22-0001, and the adoption (by this ordinance) of Zoning Map Amendment No. ZA22-0001, the General Plan Map and Zoning Map will be internally consistent; and

WHEREAS, prior to taking action on this Ordinance, the City Council has taken separate action by resolution to certify the 1355 California Circle Project EIR (State Clearinghouse No. 2022110251) associated with the Project.

NOW, THEREFORE, the City Council of the City of Milpitas does ordain as follows:

SECTION 1. RECORD AND BASIS FOR ACTION

The City Council has duly considered the full record before it, which may include but is not limited to such things as the City staff report, testimony by staff and the public, and other materials and evidence submitted or provided to the City Council. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.

SECTION 2. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE XI, CHAPTER 10, SECTION 3.03

Title XI, Chapter 10, Section 3.03 ("Zoning Map"), Table XI-10-6.04-1 is hereby amended, as attached hereto in **Exhibit 1**.

SECTION 3. CALIFORNIA ENVIRONMENTAL QUALITY ACT

The adoption of this Ordinance is under the authority of the 1355 California Circle Project EIR (EIR)(State Clearinghouse No. 2022110251); that was prepared to conform to the requirements of the California Environmental Quality Act (CEQA), the CEQA Guidelines (Title 14, California Code of Regulations §15000 et seq.) and the regulations and policies of the City of Milpitas. The purpose of this EIR is, among other things, to provide objective information regarding the environmental consequences of the

proposed Project to the decision makers and the public and to identify measures to substantially lessen or avoid significant adverse environmental effects of the project.

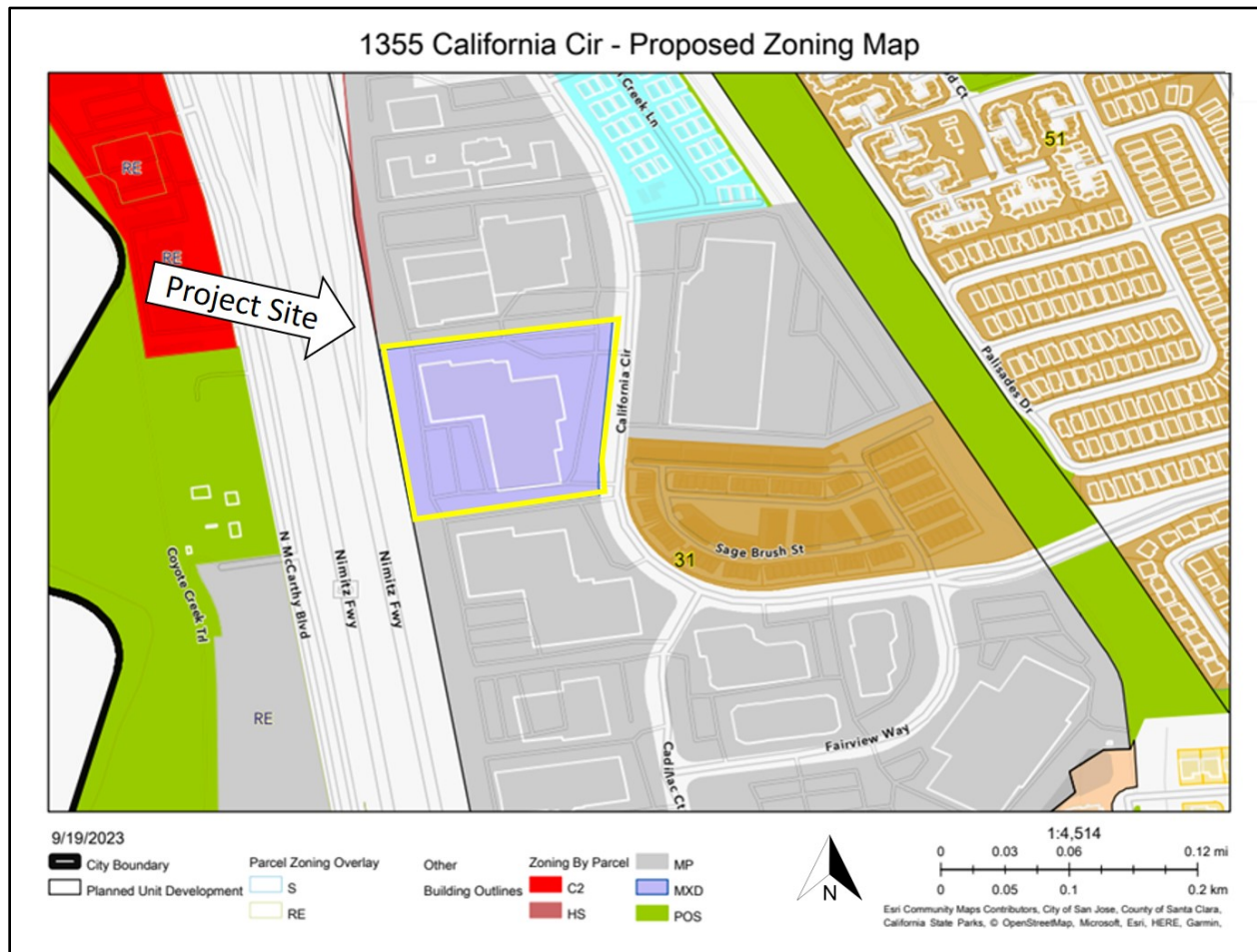
SECTION 4. SEVERABILITY

The provisions of this Ordinance are severable, and the invalidity of any phrase, clause, provision or part shall not affect the validity of the remainder.

SECTION 5. EFFECTIVE DATE AND POSTING

In accordance with Section 36937 of the Government Code of the State of California, this Ordinance shall take effect thirty (30) days from and after the date of its passage. The City Clerk of the City of Milpitas shall cause this Ordinance or a summary thereof to be published in accordance with Section 36933 of the Government Code of the State of California.

Exhibit 1: Zoning Map



RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING
GENERAL PLAN TEXT AMENDMENT NO. GP22-0001 TO REMOVE LANGUAGE
ASSOCIATED WITH THE CALIFORNIA SPECIFIC PLAN WITHIN THE GENERAL PLAN
2040**

WHEREAS, the City of Milpitas, California (the “City”) is a municipal corporation, duly organized under the constitution and laws of the State of California; and

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

WHEREAS, the City Council is the final authority on General Plan, Specific Plan, and Zoning amendments, including amendments to the Zoning Map; and

WHEREAS, the City of Milpitas has not amended its general plan in 2023; and

WHEREAS, pursuant to the California Environmental Quality Act (Public Resources Code, § 21000 et seq.), the State CEQA Guidelines (California Code of Regulations, title 14, § 15000 et seq.) (collectively, “CEQA”), the City of Milpitas is the lead agency for the proposed project described below; and

WHEREAS, on April 12, 2022, Pulte Homes Company LLC submitted an application to the City of Milpitas for the entitlements necessary to allow development of a multi-family residential project consisting of 13 residential buildings, up to 51-feet in height, and one residential apartment building, up to 78-feet in height, for a total of 206 residential units, with 393 vehicle parking spaces, a 0.32-acre internal park, and associated site improvements located at 1355 California Circle (“the Project”). The Project requires approvals of the following entitlement to facilitate the Project:

- a. General Plan Text Amendment (GP22-0001): To remove language associated with the California Circle Specific Plan within the General Plan 2040 by amending the Neighborhood Commercial Mixed-Use (NCMU) designation (pg. LU-6), removing the “California Circle Specific Plan Overlay” statement (pg. LU-8) and amending Action LU-2b (pgs. LU-17 and LU-18).

WHEREAS, the Planning Commission is an advisory body to the City Council pursuant to Milpitas Municipal Code Section XI-10-64.03 (Consideration of Concurrent Applications), where, as here, due to the application for a General Plan Text Amendment pursuant to Milpitas Municipal Code Section XI-10-57.02, Zoning Map Amendment pursuant to Milpitas Municipal Code Section XI-10-57.02, Tentative Map pursuant to Milpitas Municipal Code Section XI-1-4.03 and a density bonus pursuant to Milpitas Municipal Code Section XI-10-54.15, the City Council is the highest review authority for the Project and, accordingly, all review by other bodies with approval authority over the application shall be in the form of a recommendation to the City Council; and

WHEREAS, on October 11, 2023, the Planning Commission held a duly noticed public hearing, during which meeting the Planning Commission considered the EIR as well as General Plan Text Amendment No. GP22-0001, Zoning Text Amendment No. ZA22-0001, Site Development Permit No. SD22-0003, Conditional Use Permit No. UP22-0001, Vesting Tentative Map No. MT22-0001, Density Bonus Permit No. DB23-0003, Tree Removal Permit No. TR23-0021 and Environmental Assessment No.

EA22-0002 for 1355 California Circle, heard a presentation from staff, and had the opportunity to hear from members of the public and closed the public hearing on the item; and

WHEREAS, by adoption of Resolution No. 23-017, the Planning Commission recommended that the City Council approve General Plan Text Amendment GP22-0001, Zoning Text Amendment ZA22-0001, Site Development Permit SD22-0003, Conditional Use Permit UP22-0001, Vesting Tentative Map MT22-0001, Density Bonus Permit DB23-0003, Tree Removal Permit TR23-0021 and Environmental Assessment No. EA22-0002 for 1355 California Circle; and

WHEREAS, the City Council received the draft General Plan text amendment to remove language associated with the California Circle Specific Plan within the General Plan 2040, specifically pages LU-6, LU-8, and LU-17 – 18 attached hereto and incorporated herein as **Exhibit “1”**; and

WHEREAS, the documents and other materials which constitute the record of proceedings upon which the City Council bases the recommendation and the findings contained within this Resolution are available and may be reviewed at Milpitas City Hall, located at 455 E. Calaveras Boulevard, Milpitas, California 95035; and

WHEREAS, on November 7, 2023, the City Council held a duly-noticed public hearing, during which meeting the City Council considered the EIR as well as General Plan Text Amendment No. GP22-0001, Zoning Text Amendment No. ZA22-0001, Site Development Permit No. SD22-0003, Conditional Use Permit No. UP22-0001, Vesting Tentative Map No. MT22-0001, Density Bonus Permit No. DB23-0003, Tree Removal Permit No. TR23-0021 and Environmental Assessment No. EA22-0002 for 1355 California Circle, heard a presentation from staff, and had the opportunity hear from members of the public; and

WHEREAS, the findings and conclusions made by the City Council pursuant to this Resolution are based upon the oral and written evidence before it as a whole; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

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

SECTION 1. Recitals

The City Council has considered the full record before it, which includes, but is not limited to, such things as all published staff reports, oral and written testimony by staff, the Planning Commission, City Council and the public, and all other relevant materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and incorporated herein by reference.

SECTION 2. General Plan Text Amendment Findings (Section XI-10-57.02)

The City Council makes the following findings based on the evidence in the administrative record in support of General Plan Text Amendment No. GP22-0001, attached hereto and incorporated herein as **Exhibit “1”**:

- a. *The proposed amendment is internally consistent with those portions of the General Plan which are not being amended.*

The proposed General Plan Text Amendment is remaining consistent with those portions of the General Plan not being amended because the existing general plan designation (which contemplates the future development) will remain intact, and therefore will not affect other elements of the general plan. The General Plan Text amendment is removing language about the creation of the California Circle Specific Plan. By removing this language, the City Council will have the flexibility to consider development projects within the California Circle area that provide public benefit above and beyond what the zoning ordinance requires, without compromising the integrity of the remaining elements of the general plan.

- b. *The proposed amendment will not adversely affect the public health, safety, and welfare.*

The proposed General Plan Text Amendment will not adversely affect the public health, safety and welfare because the proposed language has no direct effect on public health, welfare and safety. The amendment is to enable the City Council to modify their current decision making framework for land use decisions for projects that support citywide community goals, such as increasing affordable housing stock and partnering with community groups such as Milpitas Unified School District, in order to enhance the Milpitas community character.

SECTION 3. Severability

If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held incorrect, invalid, illegal, or unenforceable, such decision shall not affect the validity of the remaining portions of this Resolution. The City Council hereby declares that it would have passed each section, subsection, phrase, or clause thereof irrespective of the fact that any one or more sections, subsections, phrases or clauses be declared incorrect, invalid, illegal, or unenforceable.

SECTION 4. City Council Approval

The City Council hereby approves General Plan Text Amendment No. GP22-0001, based on the above findings.

PASSED AND ADOPTED this 7th day of November 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Suzanne Guzzetta, City Clerk

Carmen Montano, Mayor

APPROVED AS TO FORM:

Michael Mutalipassi, City Attorney



TOWN CENTER (TWC) (UP TO 40 UNITS PER ACRE AND FAR UP TO 0.85).

This designation provides for a variety of commercial, professional, civic, restaurants, hotels, residential, and entertainment uses. Projects may consist of a wholly non-residential development, or a mixed use residential project that integrates residential and non-residential uses vertically or horizontally. Residential-only projects are not permitted. Residential developments up to 40 units per acres may be permitted within the Town Center as part of a mixed use development project to increase economic support to the commercial uses. Developers wanting to maximize the residential component of the parcel are required to provide a minimum FAR of 0.35 for the non-residential component. Sites developed with a mix of uses, or non-residential uses, must adhere to a FAR maximum of up to 0.85.

NEIGHBORHOOD COMMERCIAL MIXED-USE (NCMU) (FAR UP TO 0.75, AND UP TO 1 UNIT PER 1,500 SQUARE FEET OF NONRESIDENTIAL DEVELOPMENT).

The Neighborhood Commercial Mixed-Use (NCMU) designation is intended to accommodate a mix of commercial and residential uses with an emphasis on commercial activity as the primary use, and residential uses, hotel, and office development allowed on a limited basis. The NCMU designation encourages active neighborhood serving uses at the ground level, including grocery stores, specialty retail, restaurants, plazas, or walk-in personal services such as banks and salons at FARs up to 0.75.

This designation also provides opportunities for vertical or horizontal mixed-use residential development to provide for area vibrancy and to encourage the redevelopment of aging commercial centers by allowing Multifamily dwelling units at a rate of 1 unit per 1,500 square feet of new or rehabilitated neighborhood-serving retail and commercial services. The City Council may consider the approval of residential-only projects in the NCMU land use designation, ~~provided the project is 100% affordable to the "low" and "very low" income categories, in order to increase the stock of affordable housing in Milpitas.~~

Projects with a residential component are subject to additional policy direction (Policy LU 6-1) to ensure that NCMU areas continue to primarily serve surrounding neighborhoods with commercial services.

COMMERCIAL DESIGNATIONS

GENERAL COMMERCIAL (GNC) (UP TO 0.5 FAR).

This classification provides for a wide range of retail sales, and personal and business services accessed primarily by the automobile at a FAR up to 0.5.



SPECIFIC PLAN DESIGNATIONS

MILPITAS GATEWAY-MAIN STREET SPECIFIC PLAN - MGSP (FORMERLY THE MIDTOWN SPECIFIC PLAN -MSP).

The Milpitas Gateway-Main Street Specific Plan designation provides for the current and future uses of the Gateway area of Milpitas, in accordance with the Specific Plan. The Specific Plan sets forth the types, locations and intensities of land uses to be accommodated within the Gateway Area. Its purpose is to create an economically-viable main street type development that serves as a cultural hub of the city. A variety of uses are allowed in this designation, including entertainment, retail, commercial, residential, civic, cultural, office, and high-density mixed use residential in a compact, walkable, and unique centralized setting. All new development occurring within the MGSP designation is required to adhere to the development standards and guidelines established in the Specific Plan.

MILPITAS METRO SPECIFIC PLAN – MMSP (FORMERLY THE TRANSIT AREA SPECIFIC PLAN - TASP).

The Milpitas Metro Specific Plan designation creates a structure for a walkable, transit-oriented area with a mix of land uses, which encourages walking, biking, and transit trips and minimizes vehicle trips and reduces vehicle miles traveled (VMT). Development allowed within the Specific Plan area accommodates substantial growth, while minimizing impacts on local roadways, and reduces urban sprawl at the periphery of the region. All new development occurring within the Milpitas Metro Specific Plan designation adheres to the development standards and guidelines established in the Specific Plan.

~~**CALIFORNIA CIRCLE SPECIFIC PLAN OVERLAY.** This future specific plan area is located along California Circle, east of the I-880 corridor, and west of the Penitencia Creek corridor, as shown on the Land Use Map (Figure LU-1). The policy guidance and framework for this area is included in Action LU 2b.~~

- XI-10-12.03 - High Rise (-HR) Overlay District
- XI-10-12.04 - Mobile Home Park (-MHP) Overlay District
- XI-10-12.05 - Site and Architectural (-S) Overlay District
- XI-10-12.08 - Freeway Corridor (-FC) Overlay District

ACTIONS IN SUPPORT OF GOAL LU-2:

Action LU-2a *Periodically review and maintain the goals, and development standards and guidelines included within Milpitas’s Specific Plan Areas to affirm the unique character and development vision for Special Planning Areas within Milpitas. Specifically, the city should:*

- *Maintain and implement the Gateway-Main Street Specific Plan goals, policies and development standards and guidelines to create a mixed-use community that includes high-density, transit-oriented housing and a central community ‘gathering place’ while maintaining needed industrial, service and commercial uses.*
- *Maintain and implement the Milpitas Metro Specific Plan (formerly the Transit Area Specific Plan, or “TASP”) area, as an attractive, high density, TOD urban neighborhood with a mix of land uses around the light rail stations and the BART station. Create safe and attractive pedestrian connections so that residents, visitors, and workers will walk, bike, and take transit. Design streets and public spaces to create a lively and attractive street character, and a distinctive identity for each sub-district.*

Action LU-2b *Develop and adopt new specific plans in areas where special development standards or guidelines, beyond those identified in the underlying land use designations and zoning standards, are needed or desired in order to carry out a specific vision or goal for the area. Specifically, the City should:*



- ~~Seek to prepare and adopt a specific plan for the California Circle area, as shown on the Land Use Map. Development of the California Circle Specific Plan should address the following priorities and objectives:~~
 - ~~The Specific Plan Land Use Map should include a mix of commercial, office, and industrial park uses, with opportunities for additional residential development in a primarily mixed-use format.~~
 - ~~Establish incentives and provisions for residential density increases for projects with significant affordable housing components.~~
 - ~~Identify improvements to the circulation network, including improved ingress and egress, improved bicycle and pedestrian connectivity, and improved access to trails and linear parkways.~~
 - ~~The provision of new parks and community amenities, including additional open spaces and trails.~~
 - ~~Design standards for improved landscaping, lighting and streetscapes.~~
 - ~~Funding mechanisms to ensure implementation of roadway, infrastructure, and other public improvements shall be established.~~
 - ~~Potential risks to infrastructure and public safety due to flooding or other natural disasters.~~

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING ZONING MAP AMENDMENT NO. ZA22-0001, SITE DEVELOPMENT PERMIT NO. SD22-0003, CONDITIONAL USE PERMIT NO. UP22-0001, VESTING TENTATIVE MAP NO. MT22-0001 DENSITY BONUS PERMIT NO. DB23-0003, TREE REMOVAL PERMIT NO. TR23-0021, AND ENVIRONMENTAL ASSESSMENT NO. EA22-0002 TO ALLOW DEMOLITION OF ONE INDUSTRIAL BUILDING, REMOVAL AND REPLACEMENT OF 27 ORDINANCE-SIZE TREES, AND DEVELOPMENT OF A MULTI-FAMILY RESIDENTIAL PROJECT CONSISTING OF 13 RESIDENTIAL BUILDINGS, UP TO 51-FEET IN HEIGHT, AND ONE RESIDENTIAL APARTMENT BUILDING, UP TO 78-FEET IN HEIGHT, FOR A TOTAL OF 206 RESIDENTIAL UNITS, WITH 393 VEHICLE PARKING SPACES, A 0.32-ACRE INTERNAL PARK, AND ASSOCIATED SITE IMPROVEMENTS ON A 6.7-ACRE SITE AT 1355 CALIFORNIA CIRCLE

WHEREAS, the City of Milpitas, California (the “City”) is a municipal corporation, duly organized under the constitution and laws of the State of California; and

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

WHEREAS, Section 3.03 of Chapter 10 Zoning of Title XI of the Milpitas Municipal Code, divides the City into zoning districts; and

WHEREAS, the City Council is the final authority on General Plan, Specific Plan, and Zoning amendments, including amendments to the Zoning Map; and

WHEREAS, pursuant to the California Environmental Quality Act (Public Resources Code, § 21000 et seq.), the State CEQA Guidelines (California Code of Regulations, title 14, § 15000 et seq.) (collectively, “CEQA”), the City of Milpitas is the lead agency for the proposed project described below; and

WHEREAS, on April 12, 2022, Pulte Homes Company LLC submitted an application to the City of Milpitas for the entitlements necessary to allow development of a multi-family residential project consisting of 13 residential buildings, up to 51-feet in height, and one residential apartment building, up to 78-feet in height, for a total of 206 residential units, with 393 vehicle parking spaces, a 0.32-acre internal park, and associated site improvements located at 1355 California Circle (“the Project”). The Project requires approvals of the following entitlements:

- a. Zoning Map Amendment (ZA22-0001): To amend the zoning map to change the property zoning designation from Industrial Park (MP) to Mixed-Use District (MXD).
- b. Site Development Permit (SD22-0003) to allow the development of a multi-family residential project consisting of 13 residential buildings, up to 51 feet in height, and one residential apartment building, up to 78 feet in height, for a total of 206 residential units on a 6.7-acre site.
- c. Conditional Use Permit (UP22-0001) to allow for condominium use, associated subdivision, and tandem parking.
- d. Vesting Tentative Map (MT22-0001) to establish 131 residential condominium spaces and related common areas.

- e. Density Bonus Permit (DB23-0003) to ensure compliance with State Density Bonus law and regulations and grant modification of the distribution requirements so affordable units can be constructed in the apartment building only.
- f. Tree Removal Permit (TR23-0021) to remove 27 ordinance-sized trees and replace them with 269 new trees.
- g. Environmental Assessment (EA22-0002: To review and assess all requested entitlements for consistency with the California Environment Quality Act (CEQA).

WHEREAS, the Project is also requesting an alternate method of compliance with the City's Affordable Housing Ordinance (AHO) pursuant to Milpitas Municipal Code Section XII-1-4; and

WHEREAS, in order to evaluate the Project under the California Environmental Quality Act ("CEQA," codified at Public Resources Code § 21000, et seq., as further governed by the CEQA Guidelines, found at 14 C.C.R. § 15000, et seq.), an environmental impact report was prepared (the Draft EIR, as revised by the Final EIR's errata section, together with the other sections of the Final EIR, are collectively referred to herein as the "EIR," State Clearinghouse No. 2022110251); and

WHEREAS, the proposed Project is found to be consistent with the goals, policies, and regulations of the California Density Bonus Law (Government Code Section 65915 et seq.), Milpitas General Plan 2040, and Milpitas Zoning Ordinance, specifically Milpitas Municipal Code Section XI-10-54.15 (Density Bonus for Affordable Housing Developments), which allows a modification of the distribution requirement of affordable units for a project that better serves the affordable housing need in the City and permits concessions and waivers and modifications of development standards, as analyzed and documented in the staff report; and

WHEREAS, the Planning Commission is an advisory body to the City Council pursuant to Milpitas Municipal Code Section XI-10-64.03 (Consideration of Concurrent Applications), where, as here, due to the application for a General Plan Text Amendment pursuant to Milpitas Municipal Code Section XI-10-57.02, Zoning Map Amendment pursuant to Milpitas Municipal Code Section XI-10-57.02, Tentative Map pursuant to Milpitas Municipal Code Section XI-1-4.03 and a density bonus pursuant to Milpitas Municipal Code Section XI-10-54.15, the City Council is the highest review authority for the Project and, accordingly, all review by other bodies with approval authority over the application shall be in the form of a recommendation to the City Council; and

WHEREAS, on October 11, 2023, the Planning Commission held a duly noticed public hearing, during which meeting the Planning Commission considered the EIR as well as General Plan Text Amendment No. GP22-0001, Zoning Text Amendment No. ZA22-0001, Site Development Permit No. SD22-0003, Conditional Use Permit No. UP22-0001, Vesting Tentative Map No. MT22-0001, Density Bonus Permit No. DB23-0003, Tree Removal Permit No. TR23-0021 and Environmental Assessment No. EA22-0002 for 1355 California Circle, heard a presentation from staff, and had the opportunity to hear from members of the public and closed the public hearing on the item; and

WHEREAS, by adoption of Resolution No. 23-017, the Planning Commission recommended that the City Council approve General Plan Text Amendment GP22-0001, Zoning Text Amendment ZA22-0001, Site Development Permit SD22-0003, Conditional Use Permit UP22-0001, Vesting Tentative Map MT22-0001, Density Bonus Permit DB23-0003, Tree Removal Permit TR23-0021 and Environmental Assessment No. EA22-0002 for 1355 California Circle; and

WHEREAS, the City Council received in evidence a plan for the subject property entitled “1355 California Circle Planned Development”, dated August 2, 2023 and, “Vesting Tentative Map 1355 California Circle”, dated October 5, 2023, and said plans are on file in the Planning Department and are available for inspection by anyone interested herein, and said plans are incorporated herein by this reference, the same as if it were fully set forth herein; and

WHEREAS, the documents and other materials which constitute the record of proceedings upon which the City Council bases the recommendation and the findings contained within this Resolution are available and may be reviewed at Milpitas City Hall, located at 455 E. Calaveras Boulevard, Milpitas, California 95035; and

WHEREAS, on November 7, 2023, the City Council held a duly-noticed public hearing, during which meeting the City Council considered the EIR as well as General Plan Text Amendment No. GP22-0001, Zoning Text Amendment No. ZA22-0001, Site Development Permit No. SD22-0003, Conditional Use Permit No. UP22-0001, Vesting Tentative Map No. MT22-0001, Density Bonus Permit No. DB23-0003, Tree Removal Permit No. TR23-0021 and Environmental Assessment No. EA22-0002 for 1355 California Circle, heard a presentation from staff, and had the opportunity hear from members of the public; and

WHEREAS, the City Council has reviewed the draft ordinance amending the Zoning Code contained in Title XI, Chapter 10, Section 3.03 of the Milpitas Municipal Code to allow a zoning designation change of certain parcel within the zoning map, attached hereto and incorporated herein as **Exhibit “2”**; and

WHEREAS, the findings and conclusions made by the City Council pursuant to this Resolution are based upon the oral and written evidence before it as a whole; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

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

SECTION 1. Recitals

The City Council has considered the full record before it, which includes, but is not limited to, such things as all published staff reports, oral and written testimony by staff, the Planning Commission, City Council and the public, and all other relevant materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and incorporated herein by reference.

SECTION 2. Zoning Map Amendment Findings (Section XI-10-57.02)

The City Council makes the following findings based on the evidence in the administrative record in support of Zoning Map Amendment No. ZA22-0001 and the draft ordinance amending the Zoning Code contained in Title XI, Chapter 10, Section 3.03 of the Milpitas Municipal Code to allow a zoning designation change of certain parcel within the zoning map, attached hereto and incorporated herein as **Exhibit “2”**:

- a. *The proposed amendment is consistent with the General Plan.*

The proposed map amendment is consistent with the General Plan because the proposed zoning (MXD) is an implementing zoning district of the existing Neighborhood Commercial Mixed Use (NCMU) general plan designation.

- b. *The proposed amendment will not adversely affect the public health, safety and welfare.*

The proposed map amendment will not adversely affect the public health, safety and welfare because the zoning map amendment will implement a land use designation that is consistent with the permitted general plan land use designation. An environmental consultant has reviewed the project and that traffic, environmental impacts, access to essential services, and community well-being will not be impacted in a manner that would significantly affect public health, safety and welfare. If the project is developed, it has been conditioned to comply with federal, state, and local laws and regulations related to public health, safety, and welfare. This includes zoning ordinances, building codes, environmental regulations, and safety standards.

SECTION 3. Vesting Tentative Map Findings (Section XI-1-20.01)

The City Council makes the following findings based on the evidence in the administrative record in support of Vesting Tentative Map No. MT22-0001 as referenced as “Vesting Tentative Map 1355 California Circle”, dated October 5, 2023, on file with the Planning Department:

- a. *The tentative subdivision map is consistent with the General Plan.*

The Project is requesting a General Plan Text Amendment to remove language associated with the California Circle Specific Plan within the General Plan 2040. With the approval of a General Plan Text Amendment, the proposed Project is consistent with the Milpitas General Plan, as demonstrated and outlined in Table 1 below:

Table 1: General Plan Consistency

Policy	Conformance
Policy LU 1-4: <i>Continue to provide for a variety of housing types and densities that meet the needs of individuals and families and offer residents of all income levels, age groups, and special needs sufficient housing opportunities and choices for locating in Milpitas.</i>	Consistent. The Project would develop a total of 206 new housing units within the 6.7-acre Project Site, which would result in a housing density of 30.8 dwelling units per-acre. Approximately 75 units would be rental units offered at a below-market rate. Additionally, the Project would qualify for a State Density Bonus, which would allow for an increase in density.
Policy LU 4-4: <i>Encourage new development to facilitate pedestrian, bicycle and transit access through techniques such as minimizing building separation from public sidewalks; providing safe, direct, accessible, convenient, and pleasant pedestrian connections; including secure and convenient bike storage; and orienting building entrances to transit service.</i>	Consistent. The Project would maintain the existing sidewalks at the Project Site and would also provide bike racks on-site to accommodate pedestrians and bicyclists. The Project Site has also been designed to retain an existing pedestrian crosswalk on California Circle, which will provide pedestrian access to nearby walking trails and a future public park.
Policy CD 2-7: <i>Include design elements during the development review process that</i>	Consistent. The development includes internal private streets within the proposed townhome

Policy	Conformance
<i>address security, aesthetics and safety. Safety issues include, but are not limited to, minimum clearance 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.</i>	community for vehicular circulation and to provide access to each townhome. These private streets would be able to accommodate emergency service vehicles, such as fire trucks owned by the City. The proposed apartment parking structure would also provide adequate and safe circulation for vehicles. On-site parking spaces would be provided per residential unit in accordance with the City's parking requirements. Additionally, patterned walkways would also be provided within the townhome community to ensure there is adequate pedestrian circulation on-site for residents. The proposed townhomes would install external lighting structures that would be mounted to each building to provide lighting and security to the proposed paseos, outdoor recreation area and outdoor parking spaces. The proposed apartment complex would also install mounted lighting structures. Furthermore, site plans for the Project would be reviewed by the City and the Milpitas Fire Department (MFD) to ensure that fire protection measures and building safety measures would be implemented.
Policy LU 2-3: <i>Allow densities and intensities which exceed the generally allowed ranges defined by the underlying land use for projects utilizing Density Bonus provisions (included within the Milpitas Affordable Housing Ordinance Title XII - HOUSING Chapter 1 - AFFORDABLE HOUSING ORDINANCE) including bonuses for senior housing, affordable housing, and for projects within designated overlay districts included in Milpitas Municipal Code Section 12 - Overlay Districts and Standards</i>	Consistent. The Project includes an apartment complex with over 15 percent of the proposed units being made available at a low-income rental rate. Furthermore, the Project would adhere to all applicable requirements with Title XII of the Milpitas Affordable Housing Ordinance. No proposed Overlay District is included as part of the Project.
Policy LU-1-7: <i>Recognize that the Land Use Map may be amended in accordance with State law in order to ensure that there is an adequate supply of commercial, business park, industrial, public facility, parks, residential, and other desired land uses to serve the City's needs.</i>	Consistent. The applicant proposes to amend the Land Use Zoning Map to replace industrial/employment uses with multi-family residential uses that include affordable housing above the inclusionary standards. The increase of market rate and affordable housing will serve the City's needs in creating housing stock to meet the Regional Housing Needs Allocation (RHNA) required by the State Department of Housing and Community Development.

Policy	Conformance
Policy CD-10: <i>Design multi-family residential, mixed use, commercial, and employment-generating development in neighborhoods, districts, and centers to:</i> <i>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;</i> <i>b.) Locate building access points along sidewalks, pedestrian areas, and bicycle routes, and include amenities that encourage pedestrian activity;</i> <i>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</i> <i>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</i>	Consistent. The Project would provide open space and recreational amenities on-site with an outdoor recreational area that consists of an outdoor playground, two turf areas, picnic tables with a sail structure providing shade, a bench, and bike racks for bicyclists. The proposed outdoor recreational area would be visible for pedestrians, bicyclists, and motorists travelling along California Circle. The Project would also include several walkways and two walking paseos that provide pedestrian amenities (i.e., benches). Pedestrian and bicycle access to the Project Site would be provided along California Circle. Pedestrian access on-site would be provided to each townhome building and the proposed apartment complex. Additionally, pedestrian and bicycle routes would be provided via walkways and sidewalks. Refer to response to Policy CD 2-7 regarding the proposed lighting fixtures for the Project. The Project will include a direct connection to an existing pedestrian crosswalk on California Circle, and the primary driveway will be located away from the crosswalk to enhance pedestrian safety. The existing pedestrian sidewalk connects through an existing residential neighborhood to the City's trail system along nearby waterways.

b. *None of the conditions identified in California Government Code Section 66474 exist, to wit:*

A. *That the proposed map is not consistent with applicable general and specific plans as specified in Government Code Section 65451.*

As outlined above, the Project includes the development of 131 residential condominium units and 75 apartment units at a density of 30.8 dwelling units/acre. The General Plan land use designation applicable to the site (Neighborhood Commercial Mixed Use (NCMU), and with the zoning map amendment to Mixed Use (MXD)) permits residential development at densities of 21 to 30 dwelling units/acre. Given that the Project also qualifies for a Density Bonus, the map is therefore consistent with the General Plan.

B. *That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.*

The Project proposes 30.8 dwelling units per acre, consistent with the 21-30 dwelling units per acre allowed by the General Plan, the proposed rezoning, and the State Density Bonus Law.

C. That the site is not physically suitable for the type of development.

The site is adjacent to other residential properties that have been recently rezoned to high density multi-family (R3) and single-family residential (R1-2.5). In addition, this site is suitable for the higher density development based on the location, physical attributes, and proposed infrastructure improvements.

D. That the site is not physically suitable for the proposed density of development.

The Project site is within the Neighborhood Commercial Mixed Use NCMU General Plan designation, and is being rezoned to Mixed Use MXD, which permits residential development at 21 to 30 dwelling units per acre. The design will physically suit the site by providing required utilities, sufficient open space, and adequate residential living facilities.

E. That the design of the subdivision or the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

The Project, including the subdivision and its associated improvements, is located in an urbanized area and was previously developed as two industrial buildings. Therefore, it will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

F. That the design of the subdivision or type of improvements is likely to cause serious public health problems.

The Project, including the subdivision and its associated improvements, has been designed in a manner that will not cause serious public health problems. The Project has been reviewed by Building, Fire, Land Development, Traffic, Water, and Solid Waste Departments. As a result, it has been determined that it can be adequately serviced to preserve public health and wellness.

G. That the design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.

Upon review of the subdivision map, it has been determined that the design of the subdivision or the type of improvements will not conflict with any easements acquired by the public at large, for access through or use of, property within the proposed subdivision.

SECTION 4. Site Development Permit Findings (Milpitas Municipal Code Section XI-10-57.03(F))

The City Council makes the following findings based on the evidence in the public record in support of Site Development Permit No. SD22-0003, as referenced as “1355 California Circle Planned Development”, dated August 2, 2023, on file with the Planning Department:

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

The Project consists of 131 townhome condominium units and 75 apartment units and associated site amenities on a 6.7-acre site. Overall, the Project's contemporary architectural design visually relates to and is compatible with the adjacent townhome projects along California Circle. Colors are earth tone shades of browns, blues, and reds. In addition, future residents of the townhomes will access garages via private alleyways, similar to nearby residential developments. The proposed buildings' heights ranges from 39.5 feet to 77-feet-4-inches. The proposed six-story multi-family residential building maintains a strong relationship to the street in that its primary entrance is oriented toward the street. The east exterior walls and roof top include architectural relief in the form of fenestration along the front and massing differentiation along the roof segments. The building's design features exterior plaster walls, vinyl windows, accented with stone veneer and wood frame canopies along the ground floor, along with an aluminum storefront system. The Project as built will further strengthen the identity of the existing neighborhood and achieve compatibility and aesthetic harmony with the surrounding development.

- b. *The Project is consistent with the Milpitas Zoning Ordinance.*

The proposed Project is consistent with the Milpitas Zoning Ordinance, as demonstrated in Table 2. and will be fully consistent if granted approval of the Zoning Map Amendment to adjust the property from MP to MXD. The proposed multi-family residential buildings are permitted in the MXD zoning district. The project design conforms to the site and development standards of the MXD zone.

The Project also conforms to MMC Section XI-10-54.015 (Density Bonus for Affordable Housing Developments) and XI-10-57.05 (Density Bonus Permits). Where exceptions from the MXD standards are needed, the applicant has requested waivers and parking exceptions pursuant to the State Density Bonus Law (Gov. Code § 65915 et seq.). The requested waivers and parking exception will support the development of affordable housing on a site where it would not otherwise be possible through a strict application of the specified standard.

Table 2: Summary of MXD Zoning District

Development Standard (MXD)	Required	Proposed	Conformance
Density	21-30 du/ac	30.8 du/acre	Yes, <i>with Density Bonus</i>
Front Yard Setback	Minimum of 8 feet and a maximum of 15 feet from back of sidewalk. The sidewalk is based on either the existing sidewalk or assumed 10-foot-wide sidewalk, whichever is wider	Townhomes and stacked flats: 12.5 feet from back of sidewalk Apartment building: 18-foot-10-inches	Yes Yes, <i>with Density Bonus</i>

Development Standard (MXD)	Required	Proposed	Conformance
Side Yard Setback (Minimum)	10 feet	15 feet	Yes
Rear Yard Setback (Minimum)	10 feet	40 feet	Yes
Height	Principal building: 3 stories and 45 feet	12-plex: 4 stories and 51 feet 7-plex: 3 stories and 39-feet-6-inches Podium: 6 stories and 77-feet-4-inches	Yes, <i>with Density Bonus</i>
Landscaping	All required front and street setback areas shall be landscaped or paved to allow for outdoor seating, display or goods, or street furniture	All required front and street setback areas are landscaped or paved	Yes
Parking	Studio: 1 covered per unit 1 bedroom: 1.5 covered per unit 2-3 bedrooms: 2 covered per unit Guest: Projects with parking structures: 15 percent of the total required, may be uncovered Projects with private garages: 20 percent of the total required, may be uncovered Total: 445	393	Yes, <i>with Density Bonus</i>

c. *The Project is consistent with the General Plan.*

The proposed Project is consistent with the Milpitas General Plan, with the proposed General Plan Text Amendment as demonstrated and outlined in Table 1, above.

Furthermore, as the Project is an eligible housing project under the State Density Bonus Law, Government Code Section 65915(p)(5), the Project is entitled to waivers and reduced parking requirements. The requested waivers and parking exception will support the development of

affordable housing units on a site where it would not otherwise be possible through a strict application of the specified standard.

SECTION 5. Conditional Use Permit Findings (Milpitas Municipal Code Section XI-10-57.04(F))

The City Council makes the following findings based on the evidence in the public record in support of Conditional Use Permit No. UP22-0002, as referenced as “1355 California Circle Planned Development”, dated August 2, 2023, on file with the Planning Department:

- a. The proposed use, at the proposed location, will not be detrimental or injurious to property or improvements in the vicinity nor to the public health, safety and general welfare.*

The Project will not be detrimental or injurious to property or improvements in the vicinity or public health, safety, or general welfare. The Project is consistent with other multi-family residential projects within the California Circle vicinity and conditioned to preserve the health and wellness of future residents. By allowing tandem parking in private garages throughout the development, the Project will be able to offer more parking spaces for its residents. In addition, the condominium project creates housing opportunities and increases the diversity of housing types in the California Circle area by offering both apartments and for-sale townhomes.

- b. The Project is consistent with the Milpitas Zoning Ordinance.*

The proposed Project is generally consistent with the Milpitas Zoning Ordinance, as demonstrated in Table 2, and will be fully consistent if granted approval of the Zoning Map Amendment to adjust the property from MP to MXD. The proposed multi-family residential buildings are permitted in the MXD zoning district. The project design conforms to the site and development standards of the MXD zone. Therefore, a conditional use permit is required to allow the subdivision of the proposed townhome units.

The Project also conforms to MMC Section XI-10-54.015 (Density Bonus for Affordable Housing Developments) and XI-10-57.05 (Density Bonus Permits). Where exceptions from the MXD standards are needed, the applicant has requested waivers and parking exceptions pursuant to the State Density Bonus Law (Gov. Code § 65915 et seq.). The requested waivers and parking exception will support the development of affordable housing on a site where it would not otherwise be possible through a strict application of the specified standard.

- c. The Project is consistent with the Milpitas General Plan.*

The proposed Project is consistent with the Milpitas General Plan, as amended by the proposed General Plan Text Amendment, as demonstrated and outlined in Table 1, above.

SECTION 6. Density Bonus Permit (Milpitas Municipal Code Section XI-10-54.15(D))

The City Council makes the following findings based on the evidence in the public record in support of Density Bonus Permit No. DB23-0003, as referenced as “1355 California Circle Planned Development”, dated August 2, 2023, on file with the Planning Department:

- 1. The maximum allowable base density specified in the General Plan, including any other permitted increases to density.*

The proposed Project includes 131 townhome condominiums and 75 apartment units, equaling to 30.8 dwelling units per acre. Since the Project site will be rezoned to Mixed Use (MXD) to allow a 100 percent multifamily residential development, and the MXD district is an implementing zoning district of the General Plan NCMU land use designation, the Project is in conformance with the allowable base density specified in the General Plan.

2. *All affordable units shall be reasonably dispersed throughout the project, shall contain on average the same number of bedrooms as the non-affordable units in the project, and shall be comparable with the non-affordable units in terms of appearance, materials and finished quality. The Planning Commission may recommend to the City Council and/or Redevelopment Agency modifying the requirements as to unit size or type, if it is found that such a modification would better serve the affordable housing need of Milpitas.*

The applicant has proposed seven studios, 16 one-bedroom, and eight two-bedroom units as affordable units reserved for lower-income households. The remaining 44 apartment units would be reserved for moderate-income households.

By granting this modification to the City's AHO, the Project would add 44 additional deed restricted units to its affordable housing stock and help the City meet its RHNA obligation. Additionally, the total number of bedrooms under the applicant's deviation would be 94, whereas the standard ordinance would only require 74 bedrooms. Moreover, the total square footage of living space under the standard ordinance is approximately 41,548 square feet, whereas the Project would be providing 45,661 square feet (or ten percent more).

While the affordable units are not reasonably dispersed throughout the project, pursuant to Milpitas Municipal Code section XI-10-54.15(D)(2), modification of this requirement only for this project only is justified to allow the placement of the affordable units in the proposed apartment units only because under the unique circumstances of this case for this project only, this modification would better serve the affordable housing needs of Milpitas. The project shall otherwise comply with the standards for density bonuses specific in the Milpitas Municipal Code, including the requirement in Milpitas Municipal Code section IX-10-54.15(D)(2) that the affordable units contain, on average, the same number of bedrooms as the non-affordable units and be comparable with the non-affordable units in terms of appearance, materials, and finished quality.

3. *Prior to final building inspection and occupancy for a project containing affordable units, the applicant shall execute and record at the Santa Clara County Recorder's Office the City's Agreement Imposing Restrictions on Real Property, which Agreement shall explain the affordability requirements. The agreement shall be approved by the Milpitas City Attorney prior to recordation.*

The Project has been conditioned to provide an agreement to the City of Milpitas explaining the affordability requirements, processes and procedures, to the satisfaction of the Milpitas City Attorney prior to the release of any Certificate of Occupancy.

4. *Retaining Affordability. A developer shall agree to, and the City shall insure continued affordability of, all lower- or very low-income density bonus units for thirty (30) years or a longer period of time, if required by the construction or mortgage financing assistance program, mortgage insurance program, or rental subsidy program.*

Prior to final building inspection and occupancy for the Project containing affordable units, the applicant shall execute and record at the Santa Clara County Recorder's Office the City's Agreement Imposing Restrictions on Real Property, which Agreement shall explain the affordability requirements, including continued affordability for low and/or moderate-income households. The agreement shall be approved by the Milpitas City Attorney prior to recordation.

5. *Affordable Rents. Those units targeted for lower-income households, as defined in Section 50079.5 of the Health and Safety Code shall be affordable at a rent that does not exceed thirty (30%) of sixty (60%) percent of the Santa Clara County median income. Those units targeted for very low-income households, as defined in Section 50105 of the Health and Safety Code, shall be affordable at a rent that does not exceed thirty (30%) of fifty (50%) percent of County median income.*

The Project's 31 apartment rental units will be targeted for lower-income households, as defined in Section 50079.5 of the Health and Safety Code, which states that lower-income households shall be affordable at a rent that does not exceed thirty (30%) of sixty (60%) percent of the Santa Clara County median income.

6. *Relation to Statute. Density bonus requirements not specified in these regulations shall be governed by the State Density Bonus Law, Government Code section 65915, et seq.*

Any density bonus requirements not specified in the City's Municipal Code shall be governed by the State Density Bonus Law, Government Code Section 65915, et seq.

Density Bonus Concessions, Incentives and Waivers

In accordance with California Government Code Section 65915 and MMC Section X-10-54.15, the City must grant the requested incentives/concessions unless the City can make either of the following findings in writing and based on substantial evidence:

- a. *The concession is not required in order to provide for affordable housing costs as defined in State Health and Safety Section 50052.2 or for rents for the affordable units pursuant to Section XI-10-54.15(D)(5), Standards, of Chapter 10 (Zoning) of the Milpitas Municipal Code.*
- b. *The concession would have a specific adverse impact as defined in State Government Code Section 65589.5(d) (2) upon the public health and safety or the physical environment, or on any real property that is listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low- and moderate-income households.*

If findings cannot be made, then the proposed concessions/incentives and waivers must be granted, based on the requirements of the City's Municipal Code and California Government Code Sections 65915 – 65918.

The City does not have substantial evidence to demonstrate that the concessions/incentives and waivers described in Table 3 would fail to result in actual and identifiable cost savings, and/or that these savings are unnecessary to provide the level of affordability proposed. Moreover, the City has no substantial evidence that any of the requested concessions, incentives or waivers would result in any specific, adverse impacts to public health, safety, the physical environment, or

historical resources. Accordingly, the City Council hereby approves such requested concessions/incentives and waivers.

Table 3: State Density Bonus – Concessions, Waivers, and Incentives

Type of Modification	Standard	Applicant Request	Justification	Discretion
<i>Density Bonus</i>	21-30 du/ac	30.8 du/ac	By allowing additional density, more affordable units will be provided to meet the City's Regional Housing Needs Allocation (RHNA) obligation.	The density bonus is allowed under State Density Bonus Law and must be granted by the City.
<i>Waiver(s)</i>	Front Setback: Minimum 8 feet, Maximum 15 feet	Apartment Building: 18-foot-10-inches	A greater front yard setback is needed to create a better streetscape along the project frontage and incorporate ADA accessible ramps leading to the leasing office.	This waiver is allowed under State Density Bonus Law and must be granted by the City.
<i>Waiver(s)</i>	Building Height: 3 stories and 45 feet	12-plex: 4 stories and 51 feet 7-plex: 3 stories and 39-foot-6-inches Podium: 6 stories and 77-foot-4-inches	The proposed building heights are necessary to achieve the proposed density and the open space areas. The podium apartment building would not be financially feasible to build with less units or at a lower height.	This waiver is allowed under State Density Bonus Law and must be granted by the City.
<i>Parking Reduction</i>	Studio: 1 covered per unit	Studio: 1 covered per unit 1 bedroom: 1 per unit	The Project is providing the maximum number of required parking spaces under State	This waiver is allowed under State Density Bonus Law and

Type of Modification	Standard	Applicant Request	Justification	Discretion
	1 bedroom: 1.5 covered per unit 2-3 bedrooms: 2 covered per unit (Pursuant to MMC Section XI-10-53.09)	2 bedrooms: 1.5 per unit (Maximum, pursuant to State Density Bonus law) Total: Podium - 85 spaces	Density Bonus Law.	must be granted by the City.
<i>Parking Waiver</i>	Guest Vehicle Parking requirement: Projects with parking structures: 15 percent of the total required, may be uncovered; Projects with private garages: 20 percent of the total required, may be uncovered. Townhomes: 52.4 guest spaces	To provide 46 guest vehicle parking spaces when 52.4 vehicle parking spaces are required per MMC.	By relocating the main entrance to the condo/townhome and creating a more optimal trash pickup area for the apartment building, the Project was unable to provide 6 additional guest spaces. The State Density Bonus Law provides a reduction in the minimum parking requirements for qualifying projects.	A waiver of minimum parking standards is allowed under State Density Bonus Law and must be granted by the City.
<i>Parking Waiver</i>	Compact stalls shall be used only in Projects within R3, R4, and R5 zones.	Compacts stalls dispersed throughout the proposed MXD zoned site.	The dispersal and design of compact stalls are necessary to provide adequate parking for the Project.	A waiver of parking standards is allowed under State Density Bonus Law and must be granted by the City.

SECTION 7. Affordable Housing Ordinance Exception

The City Council makes the following findings based on the evidence in the public record in support of an exception to the City's Affordable Housing Ordinance, as referenced as "1355 California Circle Planned Development", dated August 2, 2023, on file with the Planning Department:

- a. *The development as proposed with the exception as provided pursuant to this Section would further the City's low and/or moderate income housing goals as contained in the Housing Element; and*

In order to comply with this section, the ordinance requires the Project to provide 20 townhomes, as moderate-income, and 11 apartment units, as low-income, for affordable housing, for a total of 31 affordable housing units. The applicant proposes to deviate from the ordinance and meet the City's affordable housing requirement by reserving 31 of the apartment units on-site for lower-income households, meeting the 15 percent requirement of the total number of dwelling units. The Project will also reserve the remaining 44 apartment units for moderate-income households, bringing the total of the Project's Below Market Rate (BMR) contribution to 36.4 percent of the total number of dwelling units. By granting an exception to the design and distribution requirements of the City's AHO, the Project would add 75 deed restricted units, or 44 additional units, to its affordable housing stock and help the City meet its RHNA obligation.

- b. *The development with the exception either (i) will result in at least two of the following:*
- a. *The development of a larger number of deed-restricted affordable units than would be created under the on-site requirement;*
 - b. *The development of a larger number of deed-restricted affordable bedrooms than would be created under the on-site requirement;*
 - c. *The development of a larger amount of deed restricted affordable living area than would be created under the on-site requirement;*
 - d. *The development of deed-restricted affordable units at a lower average income target as compared to the affordable units that would be created under the on-site requirement;*
- or (ii) will provide other community benefits that exceed the benefit of constructing on-site affordable units.*

The Project, with the exception to the design and distribution requirements of the City's AHO, will result in a larger number of deed-restricted affordable units than would be created under the standard ordinance. Additionally, the total number of bedrooms under the applicant's deviation would be 94, whereas the standard ordinance would only require 74 bedrooms. Moreover, the total square footage of living space under the standard ordinance is approximately 41,548 square feet, whereas the Project would be providing 45,661 square feet (or ten percent more).

SECTION 8. Severability

If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held incorrect, invalid, illegal, or unenforceable, such decision shall not affect the validity of the remaining portions of this Resolution. The City Council hereby declares that it would have passed each section, subsection, phrase, or clause thereof irrespective of the fact that any one or more sections, subsections, phrases or clauses be declared incorrect, invalid, illegal, or unenforceable.

SECTION 10. City Council Approval

The City Council hereby approves Zoning Map Amendment No. ZA22-0001, Site Development Permit No. SD22-0003, Conditional Use Permit No. UP22-0001, Vesting Tentative Map No. MT22-0001, Density Bonus Permit No. DB23-0003, Tree Removal Permit No. TR23-0021, and Environmental Assessment No. EA22-0002 (subject to the Conditions of Approval attached hereto and incorporated herein as **Exhibit "1"**), based on the above findings.

PASSED AND ADOPTED this 7th day of November 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Suzanne Guzzetta, City Clerk

Carmen Montano, Mayor

APPROVED AS TO FORM:

Michael Mutalipassi, City Attorney

EXHIBIT '1'

**CONDITIONS OF APPROVAL
PULTE HOMES RESIDENTIAL DEVELOPMENT**

**ZONING MAP AMENDMENT NO. ZA22-0001
SITE DEVELOPMENT PERMIT NO. SD22-0003
CONDITIONAL USE PERMIT NO. UP22-0001
VESTING TENTATIVE MAP NO. MT22-0001
DENSITY BONUS PERMIT NO. DB23-0001
TREE REMOVAL PERMIT NO. TR23-0021
ENVIRONMENTAL ASSESSMENT NO. EA22-0002**

GENERAL CONDITIONS

1. General Compliance: The Permittee and owner, including all successors in interest (collectively "Permittee") shall comply with each and every condition set forth in this Permit, known as "1355 California Circle Planned Development", dated August 2, 2023 and, "Vesting Tentative Map 1355 California Circle", dated October 5, 2023, on file with the Planning Department. **ZONING MAP AMENDMENT ZA22-0001, SITE DEVELOPMENT PERMIT SD22-0003, CONDITIONAL USE PERMIT UP22-0001 VESTING TENTATIVE MAP MT22-0001, DENSITY BONUS PERMIT NO. DB23-0001, TREE REMOVAL PERMIT NO. TR23-0021 and ENVIRONMENTAL ASSESSMENT EA22-0002** (collectively "Permit") shall have no force or effect and no building permit shall be issued unless and until all things required by the below-enumerated precedent conditions have been performed or caused to be performed. The Permittee shall develop the site in accordance with the approved Attachments and as modified by these Conditions of Approval.
2. Effective Date: Unless there is a timely appeal filed in accordance with the Milpitas Zoning Code, the date of approval of this Permit is the date on which the City Council approved this Permit.
3. Acceptance of Permit: Should Permittee fail to file a timely appeal within twelve (12) calendar days of the date of approval of this Permit, inaction by Permittee shall be deemed to constitute each of the following:
 - a. Acceptance of this Permit by Permittee; and
 - b. Agreement by the Permittee to be bound by, comply with, and to do all things required of or by Permittee pursuant to all of the terms, obligations, and conditions of this Permit.
4. Permit Expiration: Pursuant to Section XI-10-64.06 of the Milpitas Municipal Code, this Permit shall become null and void if the activity permitted by this Permit is not commenced within two (2) years from the date of approval, or for a project submitted with a tentative map, within the time limits of the approved tentative map. Pursuant to Section XI-10-64.06(B) of the Milpitas Municipal Code, an activity permitted by this Permit shall be deemed to have commenced when the Project:
 - a. Completes a foundation associated with the Project; or
 - b. Dedicates any land or easement as required from the zoning action; or
 - c. Complies with all legal requirements necessary to commence the use, or obtains an occupancy permit, whichever is sooner.
5. Time Extension: Pursuant to Section XI-10-64.07 of the Milpitas Municipal Code, unless otherwise provided by State law, Permittee shall have the right to request a one-time extension of the Permit if

the request is made in writing to the Planning Department prior to the expiration date of the approval.
(P)

6. **Project Job Account:** If Permittee's project job account is at any time delinquent or below the required deposit amount, City will not continue to review or process the application until Permittee's project job account is paid in full and the required deposit has been made. Additionally, prior to the issuance of any building permit or occupancy permit as applicable, Permittee shall pay in full the Project account balance and establish a remaining balance of at least twenty-five percent (25%) of the required initial deposit. **(P/E)**
7. **Notice:** Pursuant to California Government Code Section 66020, any protest filed in court relating to the imposition of fees, dedication, reservations, or other exactions to be imposed on the development project shall be filed within ninety (90) days after the date of the adoption of this Resolution. This provision serves as notice from the local agency to the Permittee that the ninety (90) day period in which the Permittee may file a protest has begun under California Government Code Section 66020(d)(1).
8. **Cost and Approval:** Permittee shall fully complete and satisfy each and every condition set forth in this Resolution and any other condition applicable to the Project to the sole satisfaction of the City. Additionally, Permittee shall be solely responsible and liable for the cost to satisfy each and every condition. **(ALL)**
9. **Conditions:** Each and every condition set forth in this Exhibit shall apply to the Project and continue to apply to the Project so long as the Project is operating under the permits and approvals in this Resolution. **(ALL)**
10. **Compliance with Laws:** The construction, use, and all related activity authorized under this Permit shall comply with all applicable local, state and federal laws, rules, regulations, guidelines, requirements and policies. **(CAO/P/E/B)**
11. **Indemnification:** To the fullest extent permitted by law, Permittee shall indemnify, defend with counsel of the City's choosing, and hold harmless City, its City Council, its boards and commissions, officials, officers, employees and agents from and against any and all claims, demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever which may arise from or in any manner relate (directly or indirectly) to (i) City's approval of the project, including, but not limited to, the approval of the discretionary permits, the approval of any waivers, exemptions, alternatives, modifications, or amendments to the City's General Plan or Municipal Code, maps under the Subdivision Map Act, and/or the City's related determinations or actions under the California Environmental Quality Act, and (ii) Permittee's construction, operation, use or related activity under this Permit. This indemnification shall include, but not be limited to, damages awarded against the City, if any, costs of suit, attorneys' fees, and other expenses incurred in connection with such claim, action, causes of action, suit or proceeding whether incurred by Permittee, City and/or the parties initiating or bringing such proceeding. Permittee shall indemnify the City for all of City's costs, attorneys' fees and damages, which City incurs in enforcing the indemnification provisions set forth in this condition. Permittee shall pay to the City upon demand or, as applicable, to counsel of City's choosing, any amount owed pursuant to the indemnification requirements prescribed in this condition. The above indemnification is intended to be as broad as permitted by applicable law. To the extent the above indemnification is limited by Government Code Section 66474.9, any limitations shall only apply to Vesting Tentative Map No. MT22-0002, and the balance of the Permit shall be unaffected by Government Code Section 66474.9.

12. Certificate of Insurance: Permittee shall provide certificate of insurance and name City as an additional insured in its insurance policies for the Project.
13. Revocation, Suspension, Modification: This Permit may be suspended, revoked or modified in accordance with Section XI-10-63.06 of the Milpitas Municipal Code.
14. Severability: If any term, provision, or condition of this Permit is held to be illegal or unenforceable by the Court, such term, provision or condition shall be severed and shall be inoperative, and the remainder of this Permit shall remain operative, binding and fully enforceable.
15. Response to Conditions of Approval: Permittee shall provide a written response to comments upon submittal for building permit application. The responses should clearly indicate how each condition of approval has been addressed in the plans and shall note the appropriate plan sheet. **(P)**
16. Compliance with Fire Department and California Fire Code: The project shall comply with the requirements of the Milpitas Fire Department and the California Fire Code, as adopted by the City. Changes to the site plan and/or buildings requires review and re-approval by the Fire Department. **(F)**
17. Compliance with Building Department and California Building Code: The project shall comply with the requirements of the Milpitas Building Department and the California Building Code, as adopted by the City. Changes to the site plan and/or buildings requires review and re-approval by the Building Department. **(B)**
18. Development in Conformance with Approved Plans: Permittee shall develop the approved Project in conformance with the plans dated August 2, 2023 and approved by the City Council on November 7, 2023, in accordance with these Conditions of Approval. Any deviation from the approved site plan, elevations, materials, colors, landscape plan or other approved submittal shall require that, prior to the issuance of building permits, the Permittee shall submit modified plans and any other applicable materials as required by the City for review, and obtain the approval of the Planning Director or Designee. If the Planning Director or designee determines that the deviation is significant, the owner or designee shall be required to apply for review and obtain approval of the Planning Commission or City Council, as applicable, in accordance with the Milpitas Zoning Code. **(P)**

PLANNING CONDITIONS

19. Landscape: All approved landscaping shall be permanently maintained and replaced with substantially similar plant material as necessary to provide a permanent, attractive and effective appearance.
20. Parking: Parking shall be provided as depicted on the Site Plan approved by the City Council and shall consist of the following:
 - a. **RESIDENT**: A total of 318 vehicle spaces within unit parking garages in both the townhome buildings and the podium building and 29 surface vehicles spaces on the podium site.
 - b. **GUEST**: A total of 46 vehicle spaces are to be provided on site.
21. Bicycle Racks: A total of 22 short-term bicycle parking spaces shall be installed on the site.
22. Trees: The project will remove 27 ordinance-sized trees and replace with approximately 269 trees, in conformance with the plans approved by City Council on November 7, 2023.

23. Public Art Requirement: Permittee shall comply with the City's Public Art Requirements for Private Development, as set forth in Milpitas Municipal Code Section XI-10-14. Fee shall be no less than one-half of one percent of building development costs and shall be payable at time of building permit issuance.
24. Density Bonus: Permittee shall provide up to 206 residential units, 31 of which will be offered at low-income levels. The Project may have the following concessions and waivers:
- Waiver #1: Allow an 18-foot-10-inch front setback for the podium apartment building.
 - Waiver #2: Allow building height up to 78 feet.
 - Parking reduction: Studio & 1 bedroom – 1 per unit, 2 bedroom – 1.5 per unit. Project will provide a total of 85 parking spaces in the podium.
 - Parking waiver #1: Provide 46 guest spaces across the site.
 - Parking waiver #2: Use of compact stalls across the site. **(P)**

HOUSING CONDITIONS

25. Affordable Housing Requirement: Permittee shall comply with the City's Affordable Housing Ordinance, as set forth in Milpitas Municipal Code Section XI-1-3.00. The City Council has granted the following deviation from the City's AHO **(H)**:
- Permittee shall reserve 31 apartment units for low income households consisting of:
 - 7 studio units
 - 16 one-bedroom units
 - 8 two-bedroom units
 - Permittee shall reserve 44 apartment units for moderate income households consisting of:
 - 9 studio units
 - 24 one-bedroom units
 - 11 two-bedroom units
26. Affordable Housing Agreement: Prior to final building inspection and occupancy for a project containing affordable units, the applicant shall execute and record at the Santa Clara County Recorder's Office the City's Agreement Imposing Restrictions on Real Property, which Agreement shall explain the affordability requirements. The agreement shall be approved by the Milpitas City Attorney prior to recordation. **(H)**
27. Retaining Affordability. Developer shall agree to, and the City shall insure continued affordability of, all lower- or very low-income density bonus units for fifty (50) years or a longer period of time, if required by the construction or mortgage financing assistance program, mortgage insurance program, or rental subsidy program. **(H)**

Commented [A1]: Should we revise this to say minimum per PC direction? Or wait until we receive direction from CC?

Commented [A2]: Same comment here.

ENGINEERING CONDITIONS

PRIOR TO CONSTRUCTION PLAN SUBMITTALS

*The following conditions shall be met **prior to** any detailed construction plan check submittals (Building or Engineering, except demolition and rough grade plans), unless otherwise approved by the Director of Engineering/City Engineer. City reserves the right to reject any plan check submittal if any of the following conditions are not met. **(E)***

28. Modifications: The Site Development Plan dated August 2, 2023 is subject to change during the plan check stage based upon City's previous comments and conditions stated herein.
29. Solid Waste and Recycling Handling Plan: Permittee shall submit final Solid Waste and Recycling Handling Plan based upon City's previous comments for City's review and approval by the Engineering Department Solid Waste Program. The subject Plan shall show calculations of waste generation volumes and how materials will be transferred from the waste generation areas to the trash enclosure/external collection point; demonstrate how recycling, food waste, and yard trimmings shall have a separately maintained process from garbage handling; address other requirements such as waste generation and compactor sizing, chute shut-off and property management responsibility for bin management and litter control; outreach and education to tenants/occupants, and procure sufficient service frequency based upon waste generation calculation volumes.
30. Stormwater Control Plan: Permittee shall submit City approved final Stormwater Control Plan (SWCP) that complies with the latest Municipal Regional Stormwater NPDES Permit, including Low Impact Development (LID) Section C3.c.i.(2)(b) measures for harvesting and reuse, infiltration, or evapo-transpiration, for City's review and approval by the Engineering Department.
31. Photometric Analysis: Permittee shall submit streetlight photometric analysis for City's review and approval by the Engineering Department along California Circle that meet the Illuminating Engineering Society of North America (IESNA), RP8, for roadway and sidewalk lighting standards and City standard design guidelines.
32. Submittal Requirements: Permittee to ensure that all plan check submittals are in accordance with City's submittal check list for each permit type, including but not limited to, payment of permit fees and/or fee deposit at the time of the submittal.
33. Project Job Account/Fee Deposit: Permittee shall open a new PJ account as a deposit to cover the costs for Engineering Department's services for review and inspection of the project. The amount shall be determined based on the public improvement cost estimates as prepared by the Permittee's engineer.
34. Fair Share Payment Structure: Permittee shall negotiate a fair share payment structure with the City regarding the cost associated with the installation of sectional liners on the existing City sanitary sewer main along the California Circle project frontage.

PRIOR TO FINAL MAP APPROVAL/RECORDATION

*The following conditions shall be addressed during the final map plan check process and shall be met **prior to** any final approval/recordation (except demolition permit and rough grade permit), unless otherwise approved by the Director of Engineering/City Engineer. (E)*

35. Dedication on the Final Map: Permittee shall dedicate necessary emergency vehicle access easements, public service utility easements, street easements, public access easement and other public easements deemed necessary for the project.
36. Abandonment/Quitclaim Easements: Permittee shall abandon/quit claim existing easements that are in conflict with or unnecessary for the project.
37. Easements on the Final Map: Permittee shall depict all existing easements to remain based upon current preliminary title report and depict new easements on the final map.

38. Concurrent Off-site Plan Reviews: Permittee shall submit separate off-site improvement plans for City's review and approval by the Engineering Department.
39. Street Name Approval: Permittee shall obtain approval from the City Council for all new street names based upon recommendation from the City Council Ad Hoc Naming Subcommittee and City guidelines.
40. Utility Company Approval: Permittee shall obtain approval letters from utility companies (PG&E, AT&T, Comcast) for abandonment of existing and dedication of new public service utilities easements.
41. Demolition of Existing Building: Permittee shall demolish existing buildings/facilities that are in conflict with the new property lines.
42. Covenant, Conditions & Restrictions (CC&Rs): Permittee shall provide CC&Rs for City's review and approval for perpetual maintenance of private roadways, private utilities, stormwater management facilities in accordance with a separately recorded Stormwater Management Facilities Operation and Maintenance Agreement, etc.
43. Subdivision Improvement Agreement and Securities: Permittee shall execute a Subdivision Improvement Agreement and provide improvement securities in accordance with MMC Title XI, Section 17, and submit all other supplemental documents as stipulated in the Improvement Agreement (such as certificate of insurance).
44. Annexation to the Community Facilities District: Permittee shall submit an executed petition affirmatively consenting to annex the subject property to the Community Facilities District (CFD) 2005-1, and agree to pay the special taxes levied by the CFD 2005-1 for the purpose of maintaining the public services. The CFD annexation process shall be completed prior to final map approval. Permittee shall comply with all rules, regulations, policies and practices established by the State Law and/or by the City with respect to the CFD including, without limitation, requirements for notice and disclosure to future owners and/or residents. This condition of approval is nonseverable from the Permit and invalidation or limitation of this condition invalidates the Permit, condition 42 notwithstanding.

PRIOR TO OFF-SITE PLAN APPROVAL/ENCROACHMENT PERMIT ISSUANCE

*The following conditions shall be addressed as part of the off-site improvement plan review and shall be met **prior to** encroachment permit issuance, unless otherwise approved by the Director of Engineering/City Engineer. (E)*

45. Public Improvement Design Standards: All public improvements shall be designed and constructed in accordance with all applicable public improvement design standards, including but not limited to:
 - a. Milpitas Design Guidelines:
(<http://www.ci.milpitas.ca.gov/milpitas/departments/engineering/design-guidelines/>);
 - b. Standard details and specifications:
(<http://www.ci.milpitas.ca.gov/milpitas/departments/engineering/standard-details-and-specifications/>);
 - c. Americans with Disabilities Act (ADA) requirements, where applicable.
46. Sanitary Sewer Calculations: Permittee shall submit a completed "Sewer Needs Questionnaire" form and sanitary sewer calculations to justify lateral size design, allocation of discharge for each of the lateral, and impact to the existing main. Permittee shall be responsible to implement any necessary improvements if there is any identified deficiency to the existing main as a result of the project.

47. Storm Drain Design: Permittee shall submit storm drain hydrology and hydraulic calculations based upon a 10-year storm event to justify the size of the storm drain lateral flowing full, without surcharging the main line pipe, and to be reviewed and approved by the Engineering Department.
48. Domestic Water and Fire Service Calculations: Permittee shall submit potable water and fire service calculations to confirm adequacy of lateral size, pressure and flow, to be reviewed and approved by the Engineering Department and Fire Department. Hydraulic modeling analysis by the City and paid by the Permittee may be required as needed. Permittee shall be responsible to implement any necessary improvements if there is any identified deficiency to the existing main as a result of the project.
49. Specific Improvements: In addition to standard public improvements required under Milpitas Municipal Code (MMC) Title XI, Chapter 1, Section 7, Permittee shall install other specific improvements listed below including incidental improvements as required by the City as part of the encroachment permit.
- a) Installation of public (City-maintained) water and sewer mains within on-site private streets and public easements. Please ensure all horizontal and vertical separations meet the CCR title 22 requirements.
 - b) Installation of separate utility service laterals (domestic water, fire service, sanitary sewer) for each residential building at minimum.
 - c) Installation of irrigation water and storm drain utility service laterals for the common-green condominium community.
 - d) Installation of domestic water, irrigation water, fire service, sanitary sewer, and storm drainage utility service laterals for the apartment building parcel.
 - e) Installation of sectional liners on the existing City sanitary sewer main along the California Circle project frontage, development in accordance with the City of Milpitas Sewer Master Plan's recommended capital improvements for California Circle. The fair share payment structure for the sectional liner installation work will be determined prior to the issuance of the building permit.
 - f) Installation of radio-transmitted water meters with a meter antenna, any repeaters or transmitters as needed with dedicated power supplies at no cost to the City at locations acceptable to the City to ensure accurate and timely reception of meter readings. Permittee shall execute a recorded instrument providing dedicated space, access rights and dedicated power supplies to the City for operation/maintenance/repair/replacement of subject radio antenna.
 - g) Installation of sidewalk improvements along the project street frontage on California Circle. All sidewalk design shall comply with applicable City standards and details.
 - h) Installation of new public streetlights along the project frontage. The locations and spacing of streetlights shall comply with applicable City standards and details. The developer shall procure an extra street light pole and deliver to the Public Works Corporation Yard for storage.
 - i) Installation of new stormwater treatment facilities in the vegetated area between the curb and public sidewalk along the project frontage for the treatment of runoff within the area of public improvements. The design of these stormwater treatment facilities shall

comply with the Santa Clara Valley Urban Runoff Pollution Prevention Program's Provision C.3 design standards.

- j) AC Pavement base repair, microsurfacing and pavement restriping the full width of California Circle frontage to the satisfaction of the City Engineer.

- 50. Abandonment of Existing City Utilities: Permittee shall cap, abandon or remove any unused existing public utilities based upon City's Abandonment Notes and to the City's satisfaction.
- 51. Relocation and Adjustment of Existing Public Utilities: Permittee shall relocate and/or adjust existing public utilities as needed that are in conflict with the proposed improvements.
- 52. Water Service Agreement: Permittee shall complete a water service agreement to obtain water service.
- 53. Encroachment Permit: Prior to any work in the public right-of-way and/or public easement, obtain an encroachment permit with insurance requirements for all public improvements including a traffic control plan per the latest California Manual on Uniform Traffic Control Devices (MUTCD) standards to be reviewed and approved by the Engineering Department.
- 54. Pothole Encroachment Permit: Due to multiple new utility service connections along the project frontage, Permittee shall pothole and verify all potential utility crossing conflict as part of the public improvement plan during the design stage.

PRIOR TO BUILDING PERMIT ISSUANCE

*The following conditions shall be addressed during the building plan check process and shall be met **prior to** any building permit issuance (except demolition permit and rough grade permit), unless otherwise approved by the Director of Engineering/City Engineer). (E)*

- 55. Final Map Recordation: Permittee shall record the final map.
- 56. Easements on the Building Permit Plans: Permittee shall depict all existing easements to remain based upon current preliminary title report and depict new easements on applicable building permit plans.
- 57. Stormwater Facility Operation & Maintenance Plan: Permittee shall incorporate design details into applicable construction plans in accordance with City approved Storm Water Control Plan (SWCP). Permittee shall also submit Stormwater Facility Operation & Maintenance Plan that describes operation and maintenance procedures needed to ensure that treatment Best Management Practices (BMPs) and other storm water control measures continue to work as intended and do not create a nuisance (including vector control).
- 58. Stormwater Management Facilities O&M Agreement: Permittee shall execute and record a Stormwater Management Facilities Operation and Maintenance (O&M) Agreement associated with the SWCP O&M Plan, including perpetual maintenance of treatment areas/units, as reviewed and accepted by the Engineering Department. The subject O&M Agreement shall be referenced in the CC&Rs, if applicable.
- 59. NPDES Compliance: The project shall comply with the requirements of the National Pollution Elimination Discharge System (NPDES) permit as administered by the California State Water Resources Control Board and the San Francisco Bay Regional Water Quality Control Board. The project is required to meet the performance standards within the permit. Specifically the project shall

incorporate, at a minimum, stormwater treatment measures that meet the numeric sizing requirements for pollutant removal.

60. Water Supply and Force Majeure: The City reserves the right to suspend the issuance of building permits in case of an emergency declaration of water supply in the case of a major catastrophic event that restricts City's assurance to provide water supply.
61. Water Efficient Landscapes: Permittee shall comply with Milpitas Municipal Code Title VIII, Chapter 5 (Water Efficient Landscapes) for landscape design, including but not limited to, providing separate water meters for domestic water service and irrigation service and providing applicable landscape documentation package.
62. Solid Waste and Recycling Facility Design: Permittee shall comply with all applicable City design guidelines/details associated with haul route, turning radius, vertical and horizontal clearance, trash enclosure, staging area, storage area, etc. As Milpitas residents of residential units with individual cart services can request 96-gallon carts, the staging and storage areas of all units of the common-green condominium community shall be designed to accommodate 96-gallon carts.
63. Recycling Report Prior to Demolition Permit Issuance: Permittee shall submit Part I of a Recycling Report on business letterhead to the Building Department, for forwarding to the Engineering Department for review and approval. The report shall describe the following resource recovery activities:
 - a. What materials will be salvaged.
 - b. How materials will be processed during demolition.
 - c. Intended locations or businesses for reuse or recycling.
 - d. Quantity estimates in tons (both recyclable and for landfill disposal). Estimates for recycling and disposal tonnage amounts by material type shall be included as separate items in all reports to the Building Division before demolition begins.Permittee shall make every effort to salvage materials for reuse and recycling, and shall comply with the City's demolition and construction debris recycling ordinance.
64. Recycling Report Prior to Building Permit Issuance: Permittee shall submit Part II of the Recycling Report to the Building Department, for forwarding to the Engineering Department. Part II of the Recycling Report shall be supported by copies of weight tags and/or receipts of "end dumps." Actual reuse, recycling and disposal tonnage amounts (and estimates for "end dumps") shall be submitted to the Building Department for approval by the Engineering Department prior to inspection by the Building Department.
65. Flood Plain Management: This project is in the Flood Zone "AH" with base flood elevation 15ft above mean sea level, therefore, Permittee shall comply with all applicable flood protection criterion required by the Federal Emergency Management Agency (FEMA) and MMC Title XI, Chapter 15. Permittee shall obtain a CLOMR-F from FEMA for the development. Lack of documentation will not preclude occupancy release.
66. Mailboxes: The Permittee shall obtain information from the US Postal Services regarding placement of required mailboxes. Structures to protect mailboxes may require Building, Engineering and Planning Department review.
67. Development Fees: Permittee shall pay the following development fees. The information listed in items "a" through "i" are based upon current fee rates; however, those fee rates are subject to change. The exact fee amount shall be determined at the time of building permit fee payment.

a. Parkland Impact Fee

1. The project is required to dedicate 2.56 acres of parkland, equivalent to \$5,921,071.60 fees-in-lieu.
2. The applicant will receive credit for 0.87 acres of private recreation space on site. Upon demonstration of provision of this private recreation space to the satisfaction of the Direction of Planning or his/her designee, \$3,912,520.00 in parkland fees will be due, per table below.

Pulte Townhomes and Apartments Proposed	206
Pulte Townhomes and Apartments Population Estimate (2.49 persons/unit per Census)	513 persons
Citywide Parkland Requirement	5 acres/1,000 people or equivalent fees-in-lieu
Total Parkland Acreage or In-Lieu Fee Required	2.56 acres / \$5,921,071.60
Private Recreation/Open Space provided in the Project	0.87 acres
Public Recreation / Public Park Land provided	0.0 acres
Balance of Parkland Acreage or In-Lieu Fee Due	\$3,912,520.00

- b. Storm water connection fee at \$16,771/acre for residential and \$21,562/acre for commercial.
- c. Water connection fee at \$1,164/unit for residential, residential and \$5.97/gpd for commercial, based upon increased water usage.
- d. Sewer connection fee at \$1,406/unit for residential and \$8.52/gpd for commercial, based upon increased average wastewater flow.
- e. Wastewater Treatment Plant fee per MMC VIII, Chapter 2, Section 7.04.
- f. Calaveras Boulevard Widening Traffic Impact fee per Resolution No. 7894.
- g. 3.8% of applicable fees in accordance with City Resolution No. 8969 as Permitting Automation Fee.
- h. FEMA Flood Zone Designation Letter fee in the amount of \$100.00 each.
- i. Public Art Fee or Public Art on site, as set forth in Milpitas Municipal Code Section XI-10-14.

68. Foundation Design: Building foundations adjacent to public utilities shall be designed to be self-supporting such that the building weight is not required to be supported during shoring and excavation of adjacent utilities. If any project building is located next to a City easement, the City is not responsible for any foundation damage that would occur due to excavating in the event of servicing or repairs in that easement.

69. Fill and Retaining Wall Design in Sanitary Sewer Easement: The existing 10ft-wide sanitary sewer easement (SSE) located along the project property's southern side property line shall be kept clear of all unauthorized structures, including any retaining walls. For the design of any fill and retaining walls in the area within and immediately adjacent to this SSE, Permittee shall select one of the following design options that are either called out on the approved civil plan sheets or discussed with City staff in a meeting that took place on September 19, 2023:
- Permittee is to construct a retaining wall immediately north of the SSE to structurally support fill placed in the property's southern area north of the SSE. No structural fill is to be placed within the SSE under this design option.
 - Neighboring property to the south at 1301 California Circle (APN 022-38-002) to dedicate a slope easement along the north edge of the property line for the benefit of the project property. Permittee is to place sloped fill in said easement to structurally support fill placed in the project property's southern area, including within the SSE.
 - Permittee is to propose a realignment of the existing SSE away from the southern side property line that would allow them to construct a retaining wall along said property line to structurally support fill placed in the project property's southern area, including within the SSE. Any proposed SSE realignment is subject to the approval of the City and must provide adequate space for the City to properly access, maintain, repair, and replace the existing 18" City sanitary sewer main located within the SSE.

DURING CONSTRUCTION

*The following conditions shall be complied with at all times **during** the construction phase of the project, unless otherwise approved by the Director of Engineering/City Engineer. (E)*

70. Dewatering: If dewatering is needed during construction, Permittee shall obtain a Short-Term Industrial Wastewater Permit from the San Jose/Santa Clara Water Pollution Control Plant for discharging the groundwater to a sanitary sewer system.
71. Prohibition of Potable Water Usage: Permittee shall use recycled water for construction purposes, including dust control and compaction. Permittee shall comply with MMC VIII-6-5.00 and 6-6.00 where potable water usage is prohibited, unless otherwise approved by the City Council.
72. Construction Staging and Employee Parking: Permittee shall place all construction related materials, equipment, and arrange construction workers parking on-site and not located in the public right-of-ways or public easements.
73. Water Shut-down Plan: Permittee shall provide a water shut-down plan at least seven days in advance of the shut-down in coordination with the Engineering Inspector, and notify affected property owners/tenants when cut-in tee(s) is/are required.

PRIOR TO FIRST OCCUPANCY

*The following conditions shall be met **prior to** first building occupancy on either lot, unless otherwise approved the Director of Engineering/City Engineer.*

74. Completion of Public Improvements: Permittee shall complete all public improvements, including but not limited to frontage improvements along California Circle, onsite City water and sewer mains and

their appurtenances, and sectional liners for the sanitary sewer mains along the project frontage, as shown on City approved plans.

75. LOMR-F: Permittee shall submit the FEMA approved LOMR-F for each unit/building associated with the requested occupancy, if project is located in the SFHA. Lack of documentation will not preclude occupancy release.
76. Elevation and/or Flood Proofing Certificate: Permittee's civil engineer shall submit Elevation and/or Flood Proofing Certificate for the lowest finished floor elevation of each building for City record.
77. Landscape Certificate of Completion: Permittee shall submit a Certificate of Substantial Completion that complies with the Milpitas Municipal Code Water Efficient Landscapes ordinance.
78. Record Drawings: Permittee shall submit record drawings in AutoCAD, Tiff, and PDF formats for City records. Record drawings shall include all public improvements. Additionally, if the project uses recycled water, the permittee shall also submit record drawings of on-site irrigation facilities.
79. Private Job (PJ) Balance: Permittee shall pay for any remaining balance from the Private Job deposit.

LEGEND

P = Planning Department
B = Building Department
E = Engineering Department
F = Fire Department
H = Housing Division
CAO = City Attorney's Office
ALL = All Reviewing Departments

NOTICE OF RIGHT TO PROTEST

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

AGREEMENT

Permittee/Property Owner

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

Dated: _____

Signature of Permittee

REGULAR

NUMBER: **XX.XXX**

TITLE: **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILPITAS
AMENDING THE ZONING CODE CONTAINED IN TITLE XI, CHAPTER 10,
SECTION 3.03 OF THE MILPITAS MUNICIPAL CODE TO ALLOW A ZONING
DESIGNATION CHANGE OF CERTAIN PARCEL WITHIN THE ZONING MAP**

HISTORY: This Ordinance was introduced (first reading) by the City Council at its meeting of _____, upon motion by _____ and was adopted (second reading) by the City Council at its meeting of _____, upon motion by _____. The Ordinance was duly passed and ordered published in accordance with law by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Suzanne Guzzetta, City Clerk

Carmen Montano, Mayor

APPROVED AS TO FORM:

Michael Mutalipassi, City Attorney

RECITALS AND FINDINGS:

WHEREAS, on April 12, 2022, Pulte Homes Company LLC (Applicant) submitted an application to the City of Milpitas requesting a General Plan Text Amendment, Zoning Map Amendment, Site Development Permit, Conditional Use Permit, Vesting Tentative Map, Density Bonus Permit, Tree Removal Permit, and Environmental Assessment to allow the development of a multi-family residential project consisting of 13 residential buildings, up to 51 feet in height, and one residential apartment building, up to 78 feet in height, for a total of 206 residential units. The project will also include 393 vehicle parking spaces, a 0.32-acre internal park, and associated site improvements on a 6.7-acre site at 1355 California Circle (Project). The project thus consists of and requires:

- a. General Plan Text Amendment No. GP22-0001: To remove language associated with the California Circle Specific Plan within the General Plan 2040 by amending the Neighborhood Commercial Mixed-Use (NCMU) designation (pg. LU-6), removing the “California Circle Specific Plan Overlay” statement (pg. LU-8) and amending Action LU-2b (pgs. LU-17 and LU-18); and
- b. Zoning Map Amendment No. ZA22-0001: To amend the zoning map to change the property zoning designation from Industrial Park (MP) to Mixed-Use District (MXD); and for the property identified as 1355 California Circle (APN 022-38-007); and
- c. Site Development Permit No. SD22-0003: To allow the development of a multi-family residential project consisting of 13 residential buildings, up to 51 feet in height, and one residential apartment building, up to 78 feet in height, for a total of 206 residential units on a 6.7-acre site; and
- d. Conditional Use Permit No. UP22-0001: To allow residential units as condominiums and associated subdivision, and tandem parking configuration; and
- e. Vesting Tentative Map No. MT22-0011: To establish 14 lots, 131 residential condominium spaces and related common areas; and
- f. Density Bonus Permit No. DB22-0003: To ensure compliance with State Density Bonus law and regulations and grant modification of the distribution requirements so affordable units can be constructed in the apartment building only; and
- g. Tree Removal Permit No. TR23-0021: To remove 27 ordinance-sized trees and replace them with 269 new trees.

WHEREAS, pursuant to the California Environmental Quality Act (Public Resources Code, § 21000 et seq.), the State CEQA Guidelines (California Code of Regulations, title 14, § 15000 et seq.) (Collectively, “CEQA”), the City of Milpitas is the lead agency for the proposed Project described above; and

WHEREAS, General Plan (GP) Amendment No. GP22-0001 proposes an amendment within the City of Milpitas General Plan Text to allow for changes associated with policy direction for the Neighborhood Commercial Mixed-Use (NCMU) general plan land use designation the reference of a future California Circle Specific Plan. Such proposed Amendment has been initiated by resolution for approval by the City Council, separate from this Ordinance; and

WHEREAS, Zoning Map Amendment No. ZA22-0001 proposes an amendment within the City of Milpitas Zoning map to change of zoning designation from Industrial Park (MP) to Mixed Use District (MXD) for APN 022-38-007, which has been initiated by this Ordinance; and

WHEREAS, on October 11, 2023, the Planning Commission held a duly-noticed public hearing on the subject application and associated project, and considered evidence presented by City staff, the

applicant, and other interested parties and recommended the City Council approve the proposed amendments; and

WHEREAS, per Milpitas Municipal Code § XI-10-57.02(G)(3), the City Council finds the Zoning Map Amendment set forth herein to be consistent with the General Plan because the proposed zoning (MXD) is an implementing zoning district of the existing Neighborhood Commercial Mixed Use (NCMU) general plan designation; and

WHEREAS, per Milpitas Municipal Code § XI-10-57.02(G)(3), the City Council likewise finds that the Zoning Code Amendment set forth herein will not adversely affect the public health, safety and welfare because the zoning map amendment will implement a land use designation that is consistent with the permitted general plan land use designation. An environmental consultant has reviewed the project and that traffic, environmental impacts, access to essential services, and community well-being will not be impacted in a manner that would significantly affect public health, safety and welfare. If the project is developed, it has been conditioned to comply with federal, state, and local laws and regulations related to public health, safety, and welfare. This includes zoning ordinances, building codes, environmental regulations, and safety standards; and

WHEREAS, on November 7, 2022 the City Council held a duly-noticed public hearing on the proposed action, and considered evidence presented by City staff and other interested parties; and

WHEREAS, the City Council finds that with approval (by separate resolution) of the General Plan Text Amendment No. GP22-0001, and the adoption (by this ordinance) of Zoning Map Amendment No. ZA22-0001, the General Plan Map and Zoning Map will be internally consistent; and

WHEREAS, prior to taking action on this Ordinance, the City Council has taken separate action by resolution to certify the 1355 California Circle Project EIR (State Clearinghouse No. 2022110251) associated with the Project.

NOW, THEREFORE, the City Council of the City of Milpitas does ordain as follows:

SECTION 1. RECORD AND BASIS FOR ACTION

The City Council has duly considered the full record before it, which may include but is not limited to such things as the City staff report, testimony by staff and the public, and other materials and evidence submitted or provided to the City Council. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.

SECTION 2. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE XI, CHAPTER 10, SECTION 3.03

Title XI, Chapter 10, Section 3.03 ("Zoning Map"), Table XI-10-6.04-1 is hereby amended, as attached hereto in **Exhibit 1**.

SECTION 3. CALIFORNIA ENVIRONMENTAL QUALITY ACT

The adoption of this Ordinance is under the authority of the 1355 California Circle Project EIR (EIR)(State Clearinghouse No. 2022110251); that was prepared to conform to the requirements of the California Environmental Quality Act (CEQA), the CEQA Guidelines (Title 14, California Code of Regulations §15000 et seq.) and the regulations and policies of the City of Milpitas. The purpose of this EIR is, among other things, to provide objective information regarding the environmental consequences of the

proposed Project to the decision makers and the public and to identify measures to substantially lessen or avoid significant adverse environmental effects of the project.

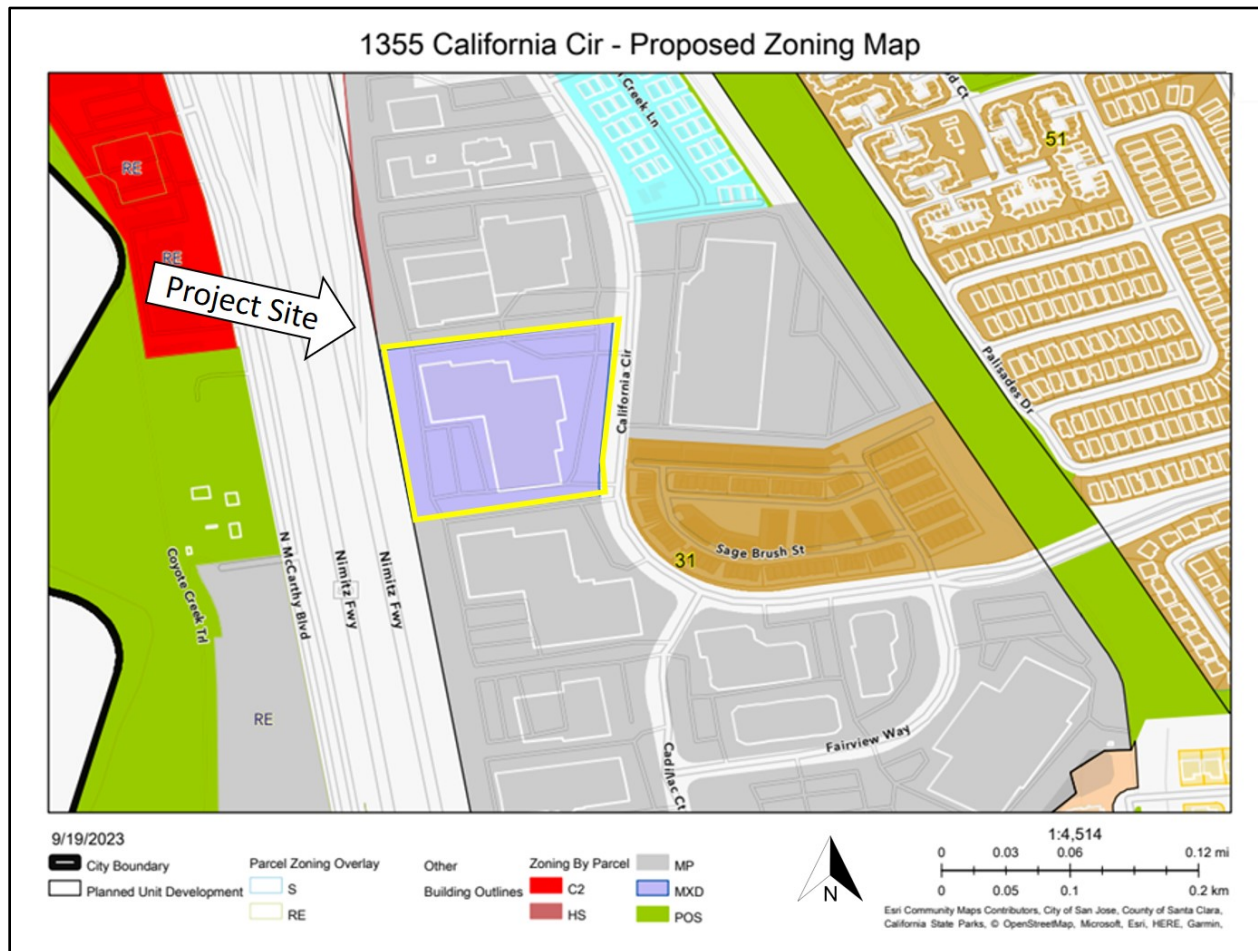
SECTION 4. SEVERABILITY

The provisions of this Ordinance are severable, and the invalidity of any phrase, clause, provision or part shall not affect the validity of the remainder.

SECTION 5. EFFECTIVE DATE AND POSTING

In accordance with Section 36937 of the Government Code of the State of California, this Ordinance shall take effect thirty (30) days from and after the date of its passage. The City Clerk of the City of Milpitas shall cause this Ordinance or a summary thereof to be published in accordance with Section 36933 of the Government Code of the State of California.

Exhibit 1: Zoning Map



RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT (FEIR) (SCH#: 2022110251) FOR THE 1355 CALIFORNIA CIRCLE PROJECT, ENVIRONMENTAL FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT; AND ADOPTING A STATEMENT OF OVERRIDING CONSIDERATIONS AND A MITIGATION MONITORING PROGRAM

WHEREAS, the 1355 California Circle project (“Project”) proposes to redevelop an approximately 6.7-acre property within the City of Milpitas (“City”) as a multi-family residential development; and

WHEREAS, the Project site is located within the north-western portion of the City, east of Interstate 880, south of Dixon Road, west of Milmont Drive, and north of Cadillac Court (Assessor Parcel Number: 022-38-007); and

WHEREAS, the Project requires approval of a General Plan Text Amendment (GP22-0001), Zoning Text Amendment (ZA22-0001), Site Development Permit (SD22-0003), Conditional Use Permit (UP22-0001), Vesting Tentative Map (MT22-0001), Density Bonus (DB23-0003), and Tree Removal Permit (P-TR23-0021); and

WHEREAS, the Project proposes a multi-family residential project consisting of 13 residential buildings, up to 51-feet in height, and one residential apartment building, up to 78-feet in height, for a total of 206 residential units, with 393 vehicle parking spaces, a 0.32-acre internal park, and associated site improvements; and

WHEREAS, pursuant to Public Resources Code section 21067 of the California Environmental Quality Act (Pub. Res. Code §§ 21000 *et seq.*) (“CEQA”) and section 15367 of the State CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 *et seq.*), the City is the lead agency for the proposed Project; and

WHEREAS, pursuant to CEQA and the State CEQA Guidelines, the City determined that an Environmental Impact Report (“EIR”) should be prepared in order to analyze all potential adverse environmental impacts of the proposed Project; and

WHEREAS, the City issued a Notice of Preparation (“NOP”) for the Draft EIR on November 14, 2022, which was sent to each responsible and trustee agency and the Office of Planning and Research (OPR); and

WHEREAS, in the NOP, the City solicited comments from individuals, organizations and agencies regarding the environmental analysis, mitigation measures and alternatives to be included in the Draft EIR; and

WHEREAS, the City held a public scoping meeting on November 30, 2022 to further solicit comments on the scope of the Draft EIR; and

WHEREAS, on July 7, 2023, the City initiated a 45-day public review and comment period of the Draft EIR for the proposed Project and released the Draft EIR for public review and comment; and

WHEREAS, pursuant to State CEQA Guidelines section 15086, the City consulted with and requested comments from all responsible and trustee agencies, other regulatory agencies, and others during the 45-day public review and comment period; and

WHEREAS, the City received three comment letters from agencies and individuals during the 45-day public review and comment period; and

WHEREAS, the City has prepared a Final EIR, consisting of the comments received during the 45-day public review and comment period on the Draft EIR, written responses to those comments, and revisions to the Draft EIR. For the purposes of this Resolution, the “EIR” shall refer to the Draft EIR, as revised by the Final EIR, together with the other sections of the Final EIR; and

WHEREAS, the City held a virtual public meeting on August 3, 2023 to allow interested parties an opportunity to comment on the adequacy of the Draft EIR.

WHEREAS, the EIR analyzed two alternatives to the Project, examining the environmental impacts of each alternative as well as the ability of the alternatives to meet Project objectives; and

WHEREAS, on October 11, 2023, the Planning Commission held a public hearing on the Project, at which all persons wishing to testify were heard; and

WHEREAS, on November 7, 2023, the City of Milpitas City Council held a duly noticed public hearing on the EIR, the Findings of Fact and a Statement of Overriding Consideration, considered all written and oral reports of staff and public testimony on the matter, and such other matters as are reflected in the record of this matter; and

WHEREAS, the environmental impacts identified in the EIR that the City finds are of no impact or constitute a less than significant impact and do not require mitigation are described in the Findings of Fact attached hereto as **Exhibit “1”**; and

WHEREAS, the environmental impacts identified in the EIR as potentially significant but which the City finds cannot be mitigated to a level of less than significant, despite the imposition of feasible mitigation measures identified in the EIR and set forth herein are described in the Findings of Fact attached hereto as **Exhibit “1”**; and

WHEREAS, alternatives to the proposed Project that might eliminate or reduce significant environmental impacts are described in the Findings of Fact attached hereto as **Exhibit “1”**; and

WHEREAS, the City Council has determined that the benefits of the Project outweigh its potential significant environmental impact, and the basis for that determination is set forth in the Statement of Overriding Considerations attached hereto as **Exhibit “1”**; and

WHEREAS, prior to taking action, the City Council has heard, been presented with, reviewed and considered all of the information and data in the administrative record, including the EIR, and all oral and written evidence presented to it during all meetings and hearings; and

WHEREAS, the EIR reflects the independent judgment of the City Council and is deemed adequate for purposes of making decisions on the merits of the Project; and

WHEREAS, the City has not received any comments or additional information that constituted substantial new information requiring recirculation under Public Resources Code section 21092.1 and State CEQA Guidelines section 15088.5; and

WHEREAS, all the requirements of CEQA and the State CEQA Guidelines have been satisfied by the City in the EIR, which is sufficiently detailed so that all of the potentially significant environmental effects of the proposed Project have been adequately evaluated; and

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

SECTION 1. Recitals

The City Council has 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. Resolution Regarding Custodian of Record

The documents and materials that constitute the record of proceedings on which this Resolution has been based are located at the Planning Department – 455 East Calaveras Blvd., Milpitas, CA 95035.

SECTION 3. City Council Action - Certifying the EIR

The City Council finds that it has been presented with the EIR, which it has reviewed and considered, and further finds that the EIR is an accurate and objective statement that has been completed in full compliance with CEQA, the State CEQA Guidelines and the City's Local CEQA Guidelines and that the EIR reflects the independent judgment and analysis of the City Council.

The City Council declares that no evidence of new significant impacts as defined by the State CEQA Guidelines Section 15088.5 have been received by the City Council after circulation of the Draft EIR which would require recirculation.

Therefore, the City Council hereby certifies the EIR based on the entirety of the record of proceedings.

SECTION 4. City Council Action - Adopting the Findings of Fact and a Statement of Overriding Consideration

The City Council finds that it has been presented with the Findings of Fact and a Statement of Overriding Consideration attached as **Exhibit “1”** hereto, which it has reviewed and considered, and hereby adopts based on the entirety of the record of proceedings.

SECTION 5. City Council Action – Adoption of the Mitigation Monitoring Program

Pursuant to Public Resources Code section 21081.6, the City Council hereby adopts the Mitigation Monitoring and Reporting Program (MMRP) attached to this Resolution as **Exhibit “2”**. Implementation of the mitigation measures contained in the MMRP is hereby made a condition of approval of the proposed Project. In the event of any inconsistencies between the mitigation measures set for herein and the MMRP, the MMRP shall control.

SECTION 6. Notice of Determination

A Notice of Determination shall be filed with the County of Santa Clara and the State Clearinghouse within 5 (five) working days of final Project approval.

PASSED AND ADOPTED this 7th day of November 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Suzanne Guzzetta, City Clerk

Carmen Montano, Mayor

APPROVED AS TO FORM:

Michael Mutalipassi, City Attorney

**Certification of the 1355 California Circle
Final Program Environmental Impact Report**

**Adoption of
California Environmental Quality Act Findings,
Mitigation Measures, Mitigation Monitoring
Program, and Statement of Overriding
Considerations**

September 2023

TABLE OF CONTENTS

Section	Page
A. Introduction	1
B. Project Summary	1
B.1 Project Objectives	1
C. Environmental Review and Public Participation Process.....	2
C.1 Incorporation of Final EIR by Reference	3
D. Findings Regarding the Environmental Review Process and the Content of the Final EIR.....	3
D.1 Finding Regarding Location and Custodian of the Record	5
D.2 Absence of Significant New Information.....	6
E. Environmental Impacts.....	7
E.1 Differences of Opinion Regarding the Impacts of the Project	8
E.2 Findings Regarding Impacts Identified in the EIR to be Less Than Significant or No Impact and Requiring no Mitigation	9
E.3 Findings Regarding Impacts Analyzed in the EIR and Determined to be Significant but Mitigated to Less Than Significant.....	27
E.4 Findings Regarding Impacts Analyzed in the EIR and Determined to be Significant and Unavoidable	38
E.5 Other CEQA Required Analysis in the EIR.....	39
F. Alternatives to The Project	40
F.1 Project Objectives and Legal Requirements	45
F.2 Findings Regarding Alternatives Considered in the EIR	46
G. Statement of Overriding Considerations	48
G.1 Benefits of the Compton Station TOD Specific Plan	48
H. Adoption of a Mitigation Monitoring Program for the CEQA Mitigation Measures	49

A. INTRODUCTION

The Draft Environmental Impact Report (DEIR) (State Clearinghouse No. 2022110251) has been prepared by the City of Milpitas (City) to evaluate the environmental effects of the residential development at 1355 California Circle (Project). The Project is described in **Section B**, below.

The City is the lead agency as defined in Section 15051(b) of the guidelines for implementing the California Environmental Quality Act (CEQA).

B. PROJECT SUMMARY

The Project is comprised of five (5) seven-plex townhomes, eight (8) twelve-plex townhomes, and an apartment building. The Project would provide a total of 206 multi-family housing units:

- Seven-Plex Townhomes: 35 dwelling units.
- Twelve-Plex Townhomes: 96 dwelling units.
- Apartment Building: 75 dwelling units

B.1 Proposed Townhomes

The proposed seven-plex and twelve-plex townhomes would be located next to each other and would encompass the majority of the Project Site.

Seven-Plex Townhomes

The Project would construct five three-storied townhome buildings containing seven units per building for a total of 35 dwelling units. All 35 dwelling units would be offered as “market rate” for sale units, ranging in size between 1,534 and 1,850 square feet. The seven-plex townhomes would encompass building numbers 1 through 5. Buildings 1 and 2 would have frontage onto California Circle. The seven-plex townhomes would have a total gross floor area of 16,954 square feet. These townhomes would utilize four different floor plans that consist of three and four-bedroom units, each varying in size and garage type.

Twelve-Plex Townhomes

The Project would also construct eight four-storied townhome buildings containing twelve units per building for a total of 96 dwelling units. All 96 dwelling units would be offered as “market rate” for sale units, ranging in size from 1,518 to 2,175 square feet. The twelve-plex townhomes would encompass building numbers 6 through 13. The townhomes would have a total gross floor area of 28,677 square feet. Additionally, the twelve-plex townhomes would utilize seven different plans that consist of predominantly

three-bedroom units with either two or three bathrooms. A portion of these units have an option to create a fourth bedroom loft.

The twelve-plex townhomes would range in size between 1,518 and 2,175 square feet. Approximately 14 units of the twelve-plex townhomes are adaptable multi-story dwelling units on an accessible route that complies with the California Building Code (CBC).

B.2 Proposed Apartment Complex

The Project would develop a six-story apartment complex and associated parking facilities at the northeastern corner of the Project Site; refer to **Figure 2.0-5, Apartment Site Plan** of the DEIR. The proposed apartment building would be located within the northeastern corner of the Project Site. Plans for the apartment building would range between studios to two-bedroom units. The proposed apartment complex would provide 75 units that would be offered at “below market rate” (BMR) rental prices. It is anticipated that, of the 75 BMR units, a minimum of 20 units would be offered at the City’s established “low-income rental rate”, while the remaining 55 units would be offered at a “moderate rental rate” (MRR) rental prices. The proposed apartment complex would have a gross floor area of approximately 66,844 square feet, and a floor area ratio of 1.63. The ground floor, level R0, would be reserved for 60 covered parking spaces, an apartment leasing office, and maintenance rooms. Starting at the second floor of the building, levels R1 through R5 would consist of several studios, one bedroom, and two-bedroom units that range in size between 411 to 840 square feet.

B.3 Project Objectives

In accordance with *State CEQA Guidelines* Section 15124, the specific project objectives identified below support the underlying purpose of the Project, assist the City as Lead Agency in developing a reasonable range of alternatives to evaluate in this EIR, and will ultimately aid the decision maker in preparing findings and overriding considerations, if necessary.

The objectives of the Project are as follows:

- Increase affordable housing opportunities, including housing designated for all Milpitas Unified School District (MUSD) staff, and help meet the City’s Regional Housing Needs Allocation (RHNA);
- Redevelop underutilized and vacated land; and
- Implement sustainable building practices to showcase energy efficiency and low water use.

C. ENVIRONMENTAL REVIEW AND PUBLIC PARTICIPATION PROCESS

At the outset of the environmental review process, the City prepared a Notice of Preparation (NOP) for the Project (State Clearinghouse No. 2022110251). The NOP was published and distributed to the State Clearinghouse, trustee agencies, responsible agencies, and other interested parties for a 30-day public review period from November 14, 2023, to December 14, 2022. A public scoping meeting was held on November 30, 2022. The Draft EIR was circulated for a 45-day public review period July 7, 2023, to August 21, 2023.

The Final EIR was distributed on September 29, 2023, more than 10 days prior to the October 11, 2023 Planning Commission hearing.

C.1 Incorporation of Final EIR by Reference

The EIR evaluated a Proposed Action, as well as alternatives to the Proposed Action. For purposes of these findings, the Project is defined to mean the project studied in the EIR.

The Final EIR consists of: (1) the Draft EIR, (2) all appendices to the Draft EIR (Appendices 1.0-1 through 3.14); (3) Chapter 1, "Introduction"; (4) Chapter 2, "Corrections and Additions"; (5) Chapter 3, "Mitigation Monitoring Program." The Final EIR Chapter 2 specifically includes the City's written responses to comments; a list of persons, organizations, and public agencies commenting on the DEIR; The City's written responses to specific comments on significant environmental points raised in the review and consultation process; and copies of comments, as required by *State CEQA Guidelines* Section 15132. The Final EIR consisting of the aforementioned components is hereby incorporated by reference into these findings.

D. FINDINGS REGARDING THE ENVIRONMENTAL REVIEW PROCESS AND THE CONTENT OF THE FINAL EIR

The City Council certifies that it has been presented with the Final EIR and that it has independently reviewed and considered the information contained in the Final EIR prior to making the following certifications and these findings.

Pursuant to *State CEQA Guidelines* Section 15090 (Title 14 of the California Code of Regulations, Section 15090) the Council certifies that the Final EIR has been completed in compliance with CEQA and the *State CEQA Guidelines*. The Council certifies the Final EIR for the actions described in these findings and in the Final EIR, for the Project as described above. The Council further certifies that the Final EIR reflects its independent judgment and analysis.

Pursuant to Public Resources Code Section 21081 and *State CEQA Guidelines* Section §15091, no public agency shall approve or carry out a project for which an EIR has been certified which identifies one or more significant effects on the environment that would occur if the project is approved or carried out unless the public agency makes one or more of the following findings with respect to each significant impact:

1. Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental impacts as identified in the Final EIR.
2. Such changes or alterations are within the responsibility and jurisdiction of another public agency and have been, or can and should be, adopted by that other agency.
3. Specific economic, legal, social, technological, or other considerations, including considerations for the provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or alternatives identified in the environmental impact report.

The City has made one or more of these specific written findings regarding each significant impact associated with the Project. Those findings are presented below, along with a presentation of facts in support of the findings. The City certifies these findings are based on full appraisal of all viewpoints, including all comments received up to the date of adoption of these findings, concerning the environmental issues identified and discussed.

The DEIR has been prepared as a “EIR” as defined by Section 15362 of the *State CEQA Guidelines*. This type of EIR examines the environmental impacts of a specific development project and should focus primarily on the changes in the environment that would result from development of the Project. The EIR examines all stages of the Project, including planning, construction, and operation. The EIR included an appropriate analysis of impacts in fifteen (15) environmental topics, analyzing the Project and alternatives, including a No Project Alternative. The EIR disclosed the environmental impacts expected to result from the implementation and development of the Project. Feasible mitigation measures were identified to avoid or minimize significant environmental effects.

The mitigation measures adopted as part of the Project are feasible and the DEIR mitigates the environmental impacts to the maximum extent feasible as discussed in the findings made below. The Findings in **Section E**, below, indicate where mitigation measures are not capable of reducing impacts to levels of less than significant.

It is the finding of the City Council that the proposed Final EIR fulfills environmental review requirements for the Project and that the document constitutes a complete, accurate, adequate, and good faith effort at full disclosure under CEQA, and reflects the independent judgment of the City Council.

In response to comments received, the Final EIR includes corrections and additions that correct minor errors and amplify and/or clarify information in the Draft EIR. All such changes made to the Draft EIR are shown in the Final EIR (Chapter 2.0, Corrections and Additions) in strikethrough and underline text.

It is the finding of the City Council that such clarifying changes and the corrections and additions as described in the Final EIR, have not presented any new, significant information requiring recirculation or additional environmental review under *CEQA Guidelines* Section 15088.5.

A Mitigation Monitoring Plan (MMP) for the Project has been adopted pursuant to the requirements of Public Resources Code Section 21081.6 to ensure implementation of the adopted mitigation measures to reduce significant effects on the environment and is included in the Final EIR document dated September 2023. The City is the custodian of the documents and other materials that constitute the record of the proceedings upon which certification of the EIR for the Project, is based, as described below in **Section D.1, Finding Regarding Location and Custodian of the Record.**

D.1 Finding Regarding Location and Custodian of the Record

The documents and other materials that constitute the record of proceedings on which the City's Findings of Fact are based, are located at 455 East Calaveras Boulevard, Milpitas, CA 95035.

The custodian of these documents is Lillian VanHua, Senior Planner. This information is provided in compliance with Public Resources Code Section 21081.6(a)(2) and 14 Cal. Code Regs. Section 15091(e).

For purposes of CEQA, the Record of Proceedings for the 1355 California Circle EIR consists of the following documents, at a minimum:

- The Notice of Preparation and all other public notices issued by the City in conjunction with the 1355 California Circle EIR.
- The Draft and Final EIRs, including appendices and technical studies included or referenced in the Draft and Final EIRs.
- All comments submitted by agencies or members of the public during the 30-day public comment period on the Draft EIR.
- The Mitigation Monitoring Program for the Project.
- All Findings and resolutions adopted by the City Council in connection with the Project, and all documents cited or referred to therein.

- All reports, studies, memoranda, maps, staff reports, or other planning documents relating to the 1355 California Circle EIR prepared by Impact Sciences, Inc., consultant to the City.
- All documents and information submitted to the City by responsible, trustee, or other public agencies, or by individuals or organizations, in connection with the reuse of the 1355 California Circle EIR, up through the date the City Council approved the Project.
- Minutes and/or summary transcripts of all public meetings and public hearings held by the City, in connection with the 1355 California Circle EIR.
- Any documentary or other evidence submitted to the City at such public meetings and public hearings.
- Matters of common knowledge to the City, including, but not limited to federal, state, and local laws and regulations.
- Any documents expressly cited in these Findings, in addition to those cited above.
- Any other materials required to be in the Record of Proceedings by Public Resources Code Section 21167.6(e).

D.2 Absence of Significant New Information

State CEQA Guidelines Section 15088.5 requires a lead agency to recirculate an EIR for further review and comment when significant new information is added to the EIR after public notice is given of the availability of the Draft EIR but before certification of the Final EIR. New information added to an EIR is not “significant” unless the EIR is changed in a way that deprives the public of a meaningful opportunity to comment upon a substantial adverse environmental effect of the project or a feasible way to mitigate or avoid such an effect that the project proponent declines to implement. The Guidelines provide examples of significant new information under this standard, as follows:

- (1) A new significant environmental impact would result from the project or from a new mitigation measure proposed to be implemented.
- (2) A substantial increase in the severity of an environmental impact would result unless mitigation measures are adopted that reduce the impact to a level of insignificance.
- (3) A feasible project alternative or mitigation measure considerably different from others previously analyzed would clearly lessen the significant environmental impacts of the project, but the project’s proponents decline to adopt it.

- (4) The Draft EIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded.

Recirculation is not required where the new information added to the EIR merely clarifies or amplifies or makes insignificant modifications in an adequate EIR.

The Council recognizes that the Final EIR incorporates information obtained by the City since the DEIR was completed, and contains additions, clarifications, modifications, and other changes. With respect to this information, the Council finds as follows:

Various minor changes and edits have been made to the text the DEIR. These changes are generally of an administrative nature such as correcting typographical errors, making minor adjustments to the data, and adding or changing certain phrases to improve readability and enhance clarity. The City Council finds that these changes are of a minor, non-substantive nature and do not require recirculation of the DEIR.

In addition to the changes and corrections described above, the Final EIR provides additional information in response to comments and questions from the public. The City Council finds that this additional information does not constitute significant new information requiring recirculation, but rather that the additional information clarifies or amplifies an adequate EIR. Specifically, the City Council finds that the additional information including the changes described above, does not show that:

- (1) A new significant environmental impact would result from the project or from a new mitigation measure proposed to be implemented.
- (2) A substantial increase in the severity of an environmental impact would result unless mitigation measures are adopted that reduce the impact to a level of insignificance.
- (3) A feasible project alternative or mitigation measure considerably different from others previously analyzed would clearly lessen the significant environmental impacts of the project, but the project's proponents decline to adopt it.
- (4) The DEIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded.

E. ENVIRONMENTAL IMPACTS

The City staff report, the EIR, written comments, written and oral testimony at public hearings, and these Findings and Statement of Overriding Considerations and other information in the administrative record serve as the basis for the City's environmental determination. The Final EIR includes revisions to the DEIR,

public comments, and City responses. Detailed analyses of potential environmental impacts and proposed mitigation measures for the Project are presented in the DEIR. Written comments and City responses, as well as some minor revisions to the impact and mitigation discussions, are provided in the Final EIR.

Presented below are the environmental findings made by this City Council after its review of the documents referenced above. Factual discussion in this document summarizes the information contained in the EIR and the administrative record upon which this Council bases its decision to certify the EIR and approve the Project.

The EIR prepared for the Project identifies one significant environmental impact within 15 issue areas, which cannot be fully mitigated and are therefore considered significant and unavoidable impacts. To the extent this impact remains significant and unavoidable, such impact is acceptable when weighed against the overriding social, economic, legal, technical, and other considerations set forth in the Statement of Overriding Considerations. The significant and unavoidable impact identified in the DEIR is discussed below, along with the appropriate findings per *State CEQA Guidelines* Section 15091. The City Council concurs with the conclusions in the DEIR that the issues and sub-issues discussed below can be mitigated below a significant impact threshold. For those issues that cannot be mitigated below a level that is less than significant, overriding considerations exist which make those impacts acceptable.

E.1 Differences of Opinion Regarding the Impacts of the Project

In making its determination to certify the Final EIR and to approve the Project, the City Council recognizes that the Project involves some controversial environmental issues and that a range of technical and scientific opinion exists with respect to those issues. The City Council has acquired an understanding of the range of this technical and scientific opinion by its review of the DEIR, the comments received on the DEIR and the responses to those comments in the Final EIR, as well as testimony, letters, and reports regarding the Final EIR and its own experience and expertise in assessing environmental impacts. The City Council has reviewed and considered, as a whole, the evidence and analysis presented in the DEIR, the evidence and analysis presented in the comments of the DEIR, the evidence and analysis presented in the Final EIR, the information submitted on the Final EIR, and the reports prepared by the experts who prepared the EIR, consultants, and by staff, addressing those comments. The City Council has gained a comprehensive and well-rounded understanding of the environmental issues presented by the Project. In turn, this understanding has enabled the City Council to make its decisions after weighing and considering the various viewpoints on these important issues. The City Council accordingly certifies that its findings are based on full appraisal of all of the evidence contained in the Final EIR, as well as the evidence and other information in the record addressing the Final EIR.

In making these findings, the City Council has considered the opinions of other agencies and members of the public, including opinions that disagree with some of the analysis and significance thresholds used in the EIR. City Council finds that the determination of significance thresholds is a judgment within the discretion of the City Council; the significance thresholds used in the EIR are supported by substantial evidence in the record, including the expert opinion of the EIR preparers and staff; and the significance thresholds used in the EIR provide reasonable and appropriate means of assessing the significance of the adverse environmental effects of the Project.

E.2 Findings Regarding Impacts Identified in the EIR to be Less Than Significant or No Impact and Requiring no Mitigation

The following issues were identified during the scoping process as having the potential to cause significant impact. These issues were found in the EIR as having no potential to cause significant impact and therefore require no project-specific mitigation.

Aesthetics

- | | |
|------------------------|---|
| Threshold AES-2 | The Project Site would result in redevelopment and infill development within the existing developed urban environment. The views along road corridors would continue to be of a developed and urban landscape. Due to the distance, topography, and intervening landscape, trees, and structures, between the highway and the Project Site, and as described above, no identified or designated scenic views or vistas exist. As a result, implementation of the Project would have no impacts in relation to a scenic vista. (Final EIR 3.1-18) |
| Threshold AES-3 | Implementation of the Project includes the development of five buildings containing seven-plex townhomes, eight buildings containing 12-plex townhomes, and a 75-unit apartment complex. Implementation of the Project would be consistent with the City's development standards and Zoning Ordinance. Therefore, potential impacts associated with scenic quality would be less than significant. No mitigation is required (Final EIR 3.1-18-3.1 to 26) |
| Threshold AES-4 | The Project would generally be similar to the existing surrounding multifamily residential uses east of the Project Site. Pursuant to Section XI-10-57.17 (Lighting) of the Milpitas Municipal Code, exterior on-site lighting fixtures must use minimum wattage and would be shielded as not to be directly visible from off-site. Furthermore, the proposed new streetlights would adhere to the |

City's Design Guidelines for streetlights. Therefore, impacts associated with light and glare would be less than significant. (Final EIR 3.1-26 to 3.1-27)

Air Quality

- Threshold AQ-1** Area air quality planning, including the Bay Area 2017 Clean Air Plan, assumes that there will be emissions from new growth, but that such emissions may not impede attainment and may contribute to the attainment of applicable air quality standards within the Bay Area Air Quality Management District (BAAQMD). The Project would not result in construction air quality emissions that exceed the BAAQMD thresholds of significance. Therefore, the Project would not conflict with or obstruct implementation of the applicable air quality plan and impacts would be less than significant. (Final EIR 3.2-17 to 3.2-18)
- Threshold AQ-3** Toxic Air Contaminants. As shown in Table 3.2-10, Construction Health Risk Summary, the maximum health risks at the nearest sensitive receptor (i.e., residences to the east of the Project Site) would be less than the BAAQMD thresholds of significance for incremental cancer risk, non-cancer risk, and annual PM_{2.5} concentrations. Health risks at locations farther than this maximum impact receptor would be further reduced, and thus impacts to sensitive receptors would be less than significant.
- Carbon Monoxide HotSpots. The Project would not have the potential to increase traffic volumes at affected intersections to more than 44,000 vehicles per hour or 24,000 vehicles per hour where vertical and/or horizontal mixing is substantially limited. Therefore, the Project would not have the potential to cause or contribute to an exceedance of the California one-hour or eight-hour CO standards. Impacts with respect to localized CO concentrations would be less than significant. (Final EIR 3.2-23 to 3.2-25)
- Threshold AQ-4** Construction activities associated with the Project may generate detectable odors from heavy-duty equipment exhaust and architectural coatings. However, construction-related odors would be short-term in nature and cease upon buildout. In addition, the Project would be required to comply with the California Code of Regulations, Title 13, sections 2449(d)(3) and 2485, which minimizes the idling time of construction equipment either by shutting it off when not in use or by reducing the time of idling to no more than five minutes.

This would reduce the detectable odors from heavy-duty equipment exhaust. Any odor impacts to existing adjacent land uses would be short-term and not substantial. As such, the Project would not result in other emissions (such as those leading to odors) adversely affecting a substantial number of people and this impact would be less than significant. (Final EIR 3.2-26 to 3.2-27)

Biological Resources

- Threshold BIO-2** As shown in Table 3-2, Summary of the Potentially Occurring Special-Status Plant and Animal Species, one natural community has historically been observed within the same USGS Quadrangle as the Project Site: the Northern Coastal Salt Marsh. However, the Project Site is a developed property with minimal nonnative vegetation and is not adjacent to a bay, harbor, or inlet. Thus, the Project Site would not provide a suitable habitat for the natural community. Therefore, the Project would not have a substantial adverse effect on any riparian habitat or other sensitive natural community, and no impacts would occur. (Final EIR 3.3-23 to 3.3-24)
- Threshold BIO-3** The Project Site does not contain any natural hydrologic or drainage features. Further, there are no State or Federally protected wetlands on-site. Therefore, Project implementation would not have a substantial adverse effect on state or federally protected wetlands. No impacts to protected wetlands would occur. (Final EIR 3.3-24)
- Threshold BIO-5** The Project would adhere to the recommendations outlined in Appendix 3.3-1, Arborist Report, and remove all 49 trees on-site, including the nine street trees and 27 City Ordinance-sized protected trees. The Project Applicant would adhere to the requirements outlined in Title X, Chapter 2.0 of the Municipal Code and obtain all applicable permits from the City of Milpitas prior to the removal of any trees. In the event that the City seeks further cost recovery requirements for the removal of the existing protected tree, the Project Applicant will adhere to these requirements prior to the removal and any existing trees onsite. Adherence to the applicable regulatory requirements

outlined in the City's Municipal Code would ensure that impacts would be less than significant. (Final EIR 3.3-25 to 3.3-26)

Threshold BIO-6 The Project Site is not considered to be a Covered Activity under the Santa Clara Valley Habitat Plan. No other Habitat Conservation Plan, Natural Community Conservation Plan, or other approved habitat conservation plans apply to the Project Site. Therefore, the Project would not conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan, and no mitigation is required. (Final EIR 3.3-26 to 3.3-27)

Cultural Resources

Threshold CUL-1 The Project Site is not listed as a property with historic buildings in the City of Milpitas General Plan Environment Impact Report (November 2020). Further, historical maps and aerial photography analyzed in the Cultural Resources Report indicate that the Project Site remained as a vacant, undeveloped area until after 1980. Thus, the Cultural Resources Report determined that the Project Site has a low potential for encountering historic resources. As such, the Project would not cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5 of the CEQA Guidelines, and no impacts would occur. (Final EIR 3.4-18)

Threshold CUL-3 In the unlikely event that human remains are uncovered during ground-disturbing activities, there are regulatory provisions to address the handling of human remains in California Health and Safety Code § 7050.5, PRC § 5097.98, and *CEQA Guidelines* § 15064.5(e). Pursuant to these codes, in the event that human remains are discovered, it requires that disturbance on the site shall be suspended, and the City of Milpitas and the Santa Clara County Coroner would be immediately notified. Compliance with these protocols would reduce impacts to a less than significant level. No mitigation is required. (Final EIR 3.3-21)

Energy

Threshold EN-1 Construction equipment would be maintained to applicable standards, and construction activity and associated fuel consumption and energy use would be temporary and typical of construction sites. It is also reasonable to assume

contractors would avoid wasteful, inefficient, and unnecessary fuel consumption during construction to reduce construction costs. Therefore, the Project would not involve the inefficient, wasteful, and unnecessary use of energy during construction, and the construction-phase impact related to energy consumption would be less than significant.

During operation, Project-related traffic would result in the consumption of petroleum-based fuels related to vehicular travel to and from the Project Site. The majority of the vehicle fleet that would be used by occupants and residents of the Project would consist of light-duty automobiles and light-duty trucks, which are subject to fuel efficiency standards, such as the Low Carbon Fuel Standard (LCFS) and Low-Emission Vehicle Program Standards. The Low Carbon Fuel Standard, in part, aims to reduce fuel consumption and providers of transportation fuels must demonstrate that the mix of fuels they supply for use in California meets the LCFS carbon intensity standards for each annual compliance period. For these reasons, the Project would not result in wasteful, inefficient, or unnecessary consumption of energy resources during construction or operation and impacts would be less than significant. (Final EIR 3.5-9 to 3.5-11)

Threshold EN-2

As part of the City's Green Building Regulations, the Project would be Build it Green or Leadership in Energy and Environmental Design (LEED) for Homes certified, which aims to increase energy efficiency. Additionally, per the RPS, the Project would utilize electricity provided by PG&E that would achieve 60 percent renewable energy by 2030 and 100 percent renewable energy by 2045. Therefore, the Project would not conflict with or obstruct a state or local plan for renewable energy or energy efficiency and impacts would be less than significant. (Final EIR 3.5-11 to 3.5-12)

Geology and Soils

Threshold GEO-1

Project impacts concerning strong seismic ground shaking would be addressed through compliance with State and local seismic and geologic safety laws, standards, and guidelines, including the Seismic Hazard Mapping Act and the 2022 CBC, among others. In general, the City regulates development (and reduces potential seismic and geologic impacts) through compliance with the 2022 CBC as adopted by the City pursuant to Milpitas Municipal Code Title II,

Chapter 3 (Adoption of the California Building Code) and project-specific design and construction recommendations. The CBC includes earthquake safety standards based on a variety of factors, including occupancy type, types of soils and rocks on-site, and strength of probable ground motion at the Project Site. Compliance with the CBC regulations would ensure that the Project would not expose people or structures to potential substantial adverse effects involving strong seismic ground shaking. Impacts would be less than significant, and no mitigation measures are required. (Final EIR 3.6-17 to 3.6-18)

Threshold GEO-2 As discussed above, the Project Site is located less than two miles from the southeast extension of the Hayward Fault, an earthquake fault line with an estimated M_W of 6.9. On a movement magnitude scale (M_W), seismic events with a magnitude between 6.1 to 6.9 are classified as events that “may cause a lot of damage in very populated areas.” The Project would also be required to comply with the seismic design requirements for building, as detailed in the 2022 CBC. Therefore, compliance with the Geotechnical Report and the 20122 CBC, impacts related to strong seismic ground shaking would be less than significant and no mitigation measures are required. (Final EIR 3.6-18 to 3.6-19)

Threshold GEO-3 The Project would be constructed in accordance with the design recommendations as outlined in Section 7.0 of the Geotechnical Report. The Project would also be required to demonstrate compliance with the design requirements detailed under the CBC. Adherence to the foundation requirements outlined in the Geotechnical Report, as well as the seismic design parameters required by the CBC would be confirmed at a plan check and design review with the City of Milpitas. As such, compliance with applicable laws, standards, and guidelines, including the CBC, as adopted by reference in Title II, Chapter 3 Municipal Code, would ensure that Project implementation would not expose people or structures to potentially significant impacts involving liquefaction. Therefore, impacts regarding seismic related ground failure would be less than significant. (Final EIR 3.6-19 to 3.6-20)

Threshold GEO-4 The Project is not located within an area identified as having a potential for earthquake-induced landslides. No known landslides were observed at or near the site, nor is the site in the path of any known or potential landslides.

Therefore, the Project would not result in seismic-related ground failure related to landslides, and no impacts would occur in this regard. (Final EIR 3.6-20)

Threshold GEO-5

The required site grading and construction activities associated with the Project would disturb and expose soil and could, thus, accelerate erosion if effective soil erosion measures are not used. Per the National Pollutant Discharge Elimination System (NPDES), construction Projects of one acre or more, including the proposed Project, are regulated under the Statewide Construction General Permit. Projects obtain coverage under the Construction General Permit by developing and implementing a Stormwater Pollution Prevention Plan (SWPPP) estimating sediment risk from construction activities to receiving waters and specifying Best Management Practices (BMPs) that would be used by the Project to minimize the pollution of stormwater. Adherence to the NPDES and the implementation of a Construction General Permit would reduce construction-related impacts concerning soil erosion and loss of topsoil to less than significant. The Project would implement the appropriate LID-based measures that are approved by the City during the site plan review of the Project. Nevertheless, adherence to the San Francisco Bay Regional Water Quality Control Board and the preparation of a Stormwater Management Plan would reduce potential operational-related impacts concerning soil erosion and loss of topsoil to less than significant levels. (Final EIR 3.6-21 to 3.6-22)

Threshold GEO-6

Slope Stability and Landslides. The topography at the site is relatively flat, and the site is not located within an area identified as having a potential for slope instability. Thus, landslide and slope instability are not anticipated, and no impact would result.

Subsidence. The Project would adhere to the requirements outlined in the 2022 CBC related to soil treatment and excavation during construction. Therefore, adherence to the 2022 CBC and implementing the recommendations outlined in the Geotechnical Report would reduce impacts related to subsidence hazards to less than significant levels.

Lateral Spreading and Liquefaction. The grading and foundation recommendations presented in the Geotechnical Report would minimize the effects of liquefaction settlement. The Project would also be designed and constructed to comply with the 2022 CBC. These design requirements would

minimize the impacts from lateral spreading and liquefaction to less than significant. Adherence to the seismic design parameters of the 2022 CBC would be confirmed at plan check and building design review with the City of Milpitas. Nevertheless, Project impacts concerning lateral spreading and liquefaction would be less than significant and no mitigation measures are required.

Settlement and Soil Collapse. The grading and foundation recommendations presented in the Geotechnical Report would minimize the impacts of settlement and/or collapse to less than significant levels. Furthermore, the seismically induced settlement would be reduced by adhering to the seismic design parameters of the 2022 CBC. Therefore, impacts related to soil settlement and/or collapse would be less than significant and no mitigation measures are required. (Final EIR 3.6-22 to 3.6-23)

Threshold GEO-7 Based on the Geotechnical Report, the near surface soils underlying the Project Site are moderately expansive. To reduce the risks of potential differential movement of structures and associated utilities, the Project would implement the recommendations outlined in Section 8.0 of the Geotechnical Report, which provides recommendations to the structure of the proposed development's exterior concrete flatwork. Additionally, the Project would be required to be constructed in compliance with the CBC and the City's Municipal Code, that requires appropriate back fill, compaction of soils, and foundation design to ensure stable soils, which would be verified through the City's building permit plan check and permitting process. Adherence to the CBC and the City's Municipal Code and the implementation of the recommendations outlined in the Geotechnical Report would reduce impacts to less than significant levels. (Final EIR 3.6-23 to 3.6-24)

Threshold GEO-8 The Project would not include the use of septic tanks or alternative wastewater disposal systems, and no impacts would occur. (Final EIR 3.6-24)

Hazards and Hazardous Materials

Threshold HAZ-1 During construction the Project Applicant would comply with the recommendations outlined in the Phase I ESA and remove any observed flaking, peeling, or blistering Lead Based Paints (LBPs) prior to the demolition

of the existing on-site building. Additionally, the Project Applicant would comply with the BAAQMD rules and regulations pertaining to the handling of LBP materials. Further, the Project would comply with all applicable Occupational Safety and Health Administration (OSHA) regulatory requirements, including requirements for worker training, air monitoring and dust control. Coordination with the City and Milpitas Fire Department (MFD) and adherence to Cal/OSHA regulatory requirements would reduce potential construction-related questions to less than significant levels.

Adherence to these applicable laws and regulations governing the use, storage, transportation, and disposal of hazardous materials would ensure all potentially hazardous materials are used and handled in an appropriate manner and would minimize the potential for safety impacts. Therefore, substantial hazards to the public or the environment arising from the routine use, storage, transport, and disposal of hazardous materials during long-term operation of the Project would not occur. (Final EIR 3.8-19 to 3.8-22)

- | | |
|-----------------|--|
| Threshold HAZ-3 | The Project would not emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within 0.25 mile of an existing or proposed school. Therefore, the Project would not impact surrounding schools in this regard. (Final EIR 3.8-25) |
| Threshold HAZ-4 | Based on the California Environmental Protection Agency's (CalEPA) Cortese List Data Resources, the Project Site is not reported on a list maintained pursuant to Government Code Section 65962.5. No impacts would occur in this regard. (Final EIR 3.8-25 to 3.8-26) |
| Threshold HAZ-5 | The Project Site is located outside of the Airport Influence Area of the Norman Y. Mineta San Jose International Airport Comprehensive Land Use Plan. Therefore, the Project would not expose residents in the Project Site to excessive airport-related noise levels. No impacts would occur in this regard. (Final EIR 3.8-26 to 3.8-27) |
| Threshold HAZ-6 | While temporary lane closures may be required, travel along surrounding roadways would remain open and would not interfere with emergency access in the vicinity of the Project Site. As discussed, the City maintains an EOP, which addresses the City's planned responses to natural and human-caused |

disasters. The City of Milpitas Fire Department Office of Emergency Management trains City employees on disaster planning, updates the City's emergency plans, provides disaster preparedness information to residents and local businesses, and manages the CERT Program. The Project would not affect existing emergency operations and disaster planning. Therefore, impacts would be less than significant. (Final EIR3.8-27)

Threshold HAZ-7 The Project Site does not interface with any wildlands, or an area classified as a Fire Hazard zone as identified by the California Department of Forestry and Fire Protection. Therefore, impacts related to exposure of people to wildland fires would not occur. As such, the Project would not expose people or structures to a significant risk of loss, injury, or death involving wildland fires. No impact would occur. (Final EIR 3.8-28)

Hydrology

Threshold HYD-1 Each phase of development of the Project would require compliance with applicable regulations to obtain demolition, excavation, grading, or construction permits from the City. The permitting process would ensure each phase of development would be implemented in compliance with the MRP process. In addition, the SWRCB Construction General Permit (that would be implemented through the City's permitting process), requires the implementation of BMPs to eliminate or reduce the discharge of pollutants in stormwater discharges, and prohibits the discharge of non-storm water from construction sites as these non-storm water discharges are likely to carry pollutants to receiving waters. Activities subject to the NPDES General Permit for construction must develop and implement a SWPPP that will identify BMPs that will be employed to prevent soil erosion and discharge of other construction—related pollutants, such as petroleum products, solvents, paints, and cement, that could contaminate nearby water resources. A monitoring program is generally required to ensure that BMPs are implemented according to the SWPPP and are effective at controlling discharges of pollutants that are related to storm water. Implementation of site-specific source control and treatment control BMPs in accordance with the City and County construction and stormwater management codes, and the SWMP would reduce these potential impacts related to stormwater quality. Applicable BMPs would be implemented in accordance with regional and local regulatory requirements,

including the MRP. Because the Project would not violate any water quality or waste discharge requirements, impacts would be less than significant. (Final EIR 3.9-18 to 3.9-21)

Threshold HYD-2 The Project would not result in the need for new or additional groundwater supplies. Therefore, the Project would not result in any groundwater extraction or depletion of groundwater supplies and is not anticipated to interfere with SCVWD's Groundwater Management Plan. Therefore, impacts related to groundwater recharge would be less than significant. (Final EIR 3.9-21 to 3.7-22)

Threshold HYD-3 Erosion and Flooding. Grading, excavation, and other construction activities associated with the Project could adversely affect water quality due to erosion resulting from exposed soils and the generation of water pollutants, including trash, construction materials, and equipment fluids. Associated construction activities would be subject to the NPDES Statewide General Construction Activity Stormwater Permit. Compliance with NPDES permit requirements and implementation of BMPs would ensure erosion and siltation and flooding would be less than significant.

Stormwater Drainage Systems. The Project would result in comparable amounts of impervious surfaces as existing conditions. Therefore, the Project is not anticipated to increase demand on the existing stormwater drainage systems. Impacts would be less than significant.

Surface Flows. Ground-disturbing activities during construction of the Project, including but not limited to grading and excavation, could have potential to result in temporarily altered drainage patterns that could redirect surface flows. However, BMPs employed as part of an SWPPP for the Project would include measures to secure disturbed soils and require proper drainage of the Project Site. Potential impacts to drainage pattern alterations, including how drainage pattern alterations could affect surface water runoff, erosion/siltation, flooding, and stormwater conveyance facilities would be less than significant. (Final EIR 3.9-22 to 3.9-25)

Threshold HYD-4 The City of Milpitas is not within a tsunami or seiche hazard area. Therefore, there would be no impacts related to the risk of release of pollutants due to inundation from a tsunami or seiche. However, the Project Site is located within

a 100-year FEMA Flood Hazard Zone. The Project would be required to comply with applicable regulations relating to the floodplain management regulations which would reduce potential impacts to a less than significant level. In addition, the Project Site not within the Coyote Dam and Reservoir identified dam inundation area and therefore is not at significant risk from a dam failure, and the Project would not exacerbate or increase any such risk. Impacts would be less than significant. (Final EIR 3.9-25 to 3.9-26)

Land Use and Planning

- Threshold LAN-1** The Project Site is currently developed with an existing vacant industrial office building and paved surface parking lot. The proposed change in land use designation, to MXD Mixed Use, is intended to allow for the development of high-density residential uses such as townhomes and multi-family apartments on-site. The Project would not construct new storm channels or major roadways, nor would the Project close entire roadways or bridges that would physically divide the established community. Therefore, implementation of the Project would not be substantial to the point where an established community would be divided, and no impacts would occur. (Final EIR 3.10-9 to 3.10-10)
- Threshold LAN-2** Implementation of the Project would require a General Plan Text Amendment to remove specific language that requires the “preparation or adoption of a Specific Plan for the California Circle area”. In addition, the Project would include a Zoning Map Amendment to change the Project Site’s current Industrial Park Zoning District to Mixed-Use (MXD), consistent with the NCMU land use designation. Although the proposed developments would be inconsistent with multiple development design standards that are specified for MXD zoning (see Table 3.10-2), implementation of the Planned Unit Development would void the Project’s inconsistencies with the City’s development standards for MXD zoning. Therefore, implementation of the Project would not conflict with the local policies and regulations adopted for

the purpose of avoiding or mitigating an environmental effect, and impacts would be less than significant. (Final EIR 3.10-10 to 3.10-26)

Noise

Threshold NOI-1 Construction Noise. As the existing exterior on-site noise level for the Project Site is 69.3 dBA Ldn, exterior-to-interior noise reductions from current construction standards would reduce interior noise levels to approximately 39.3 to 44.3 dBA Ldn, ensuring the Project is consistent with interior noise level standards. As shown in Table 3.11-6, construction activity would generate noise levels of up to 77.1 dBA Leq at the nearest sensitive receptor (Sensitive Receptor No. 1). As such, temporary construction noise would not exceed the FTA's 80 dBA Leq daytime construction threshold for residential uses, impacts would be less than significant.

Operation Noise. As shown in Table 3.11-7, Project Traffic Noise, the Project would increase local traffic noise levels by a maximum of 0.3 dBA Ldn along California Circle, south of the northbound I-880 on- and off-ramps. Where existing traffic noise levels are greater than 60 dBA Ldn and up to 65 dBA Ldn at the outdoor activity areas of noise-sensitive uses, a +3 dBA Ldn increase in roadway noise levels would be considered significant. Where existing traffic noise levels are greater than 65 dBA Ldn at the outdoor activity areas of noise-sensitive uses, a +1.5 dBA Ldn increase in roadway noise levels would be considered significant. Because the Project would increase local traffic noise levels by a maximum of 0.3 dBA Ldn along any segment, these thresholds would not be exceeded and impacts with respect to operational traffic noise would be less than significant. (Final EIR 3.11-20 to 3.11-25)

Threshold NOI-2 Construction activities associated with the Project would intermittently generate vibration in the Project Site vicinity when it reaches building walls and floors of sensitive receptors. Based on Table 3.11-8, construction equipment could reach vibration levels of 69 VdB at 100 feet, which is the distance to the nearest sensitive receptor (residential uses to the east). As such, the 80 VdB residential annoyance threshold would not be exceeded. Therefore, temporary construction vibration would not exceed human annoyance thresholds, and this impact would be less than significant. Based on Table 3.11-8, construction equipment would reach a maximum of 0.017 PPV (in/sec) at 75 feet, which is the

distance to the nearest off-site building to the north of the Project Site. These vibration levels would not exceed the most conservative 0.12 inch/sec PPV threshold for buildings extremely susceptible to vibration damage. As such, construction-related vibration impacts with respect to building damage would be less than significant (Final EIR 3.11-25 to 3.11-26)

Threshold NOI-3 The Project Site is not located in the vicinity of a private airstrip or airport land use plan. Additionally, the Project Site is located outside of the Airport Influence Area of the Norman Y. Mineta San Jose International Airport Comprehensive Land Use Plan. Therefore, the Project would not expose residents at the Project Site to excessive airport-related noise levels. No impact would occur in this regard. (Final EIR 3.11-27)

Population and Housing

Threshold POP-1 The Project would not induce substantial unplanned population growth exceeding existing local conditions (0.8 percent increase over the City's estimated 2022 population) or regional projections (0.03 percent of the City's projected 2040 population). Rather, the Project would assist the City in meeting its targeted number of required residential units allocated for low-income households per state housing law (RHNA). Further, the Project would help improve the City's job-housing balance by providing additional housing to the jobs-rich and high-resource City. Therefore, the Project would result in less than significant impacts. (Final EIR 3.12-16 to 3.12-19)

Threshold POP-2 The Project would demolish a currently unoccupied industrial office building and construct multi-family housing units in the form of seven-plex and twelve-plex townhomes, and an apartment building. Thus, the Project would not displace substantial numbers of existing people or housing, and no impacts would occur. (Final EIR 3.12-20)

Public Services and Recreation

Threshold PS-1 Construction activities would be subject to compliance with the latest adopted applicable State and local regulations in place to reduce risk of fire, such as installation of a temporary construction fencing to restrict site access and maintenance of a clean construction site. Project compliance with applicable State and local regulations related to fire protection would result in less than

significant construction related impacts and no mitigation measures are required. The Project would adhere to the latest adopted State and local design standards to ensure fire protection safety. Therefore, the increase in demand for MFD services would not result in delays to the either fire department's target response times, nor would the Project require the construction of new fire protection facilities or expansion of existing fire protection facilities, impacts would be less than significant. (Final EIR 3.13-8 to 3.13-10)

Threshold PS-2

Construction activities associated with the Project may create a temporary increase in demand for Milpitas Police Department (MPD) services at the construction site. Project compliance with the CBC requirements would not result in the need for additional police protection facilities and would not adversely impact service ratios, response times, or other performance standards, impacts would be less than significant. The Project Applicant would submit a Fire Department access plan to the City and the MFD for review and approval to ensure that emergency access and on-site vehicle circulation are feasible for MFD-operated fire trucks. The Project is not expected to result in any provisions of new or physically altered MPD facilities. Compliance with local regulations, as well as coordination with the City and MPD would ensure that impacts in this regard would be less than significant. (Final EIR 3.13-16 to 3.13-17)

Threshold PS-3

The increase in student enrollment from the Project is not projected to substantially increase beyond existing enrollment. The Project Applicant would be subject to California Government Code Section 65995 and AB 2926, which would require the Project Applicant to contribute its fair share of the cost of increasing demand for school facilities through payment of development impact fees to MUSD. The Project's conformance to California Government Code Section 65995 and the proposed mutual agreement with MUSD would ensure potential impacts to MUSD school facilities would be less than significant. Therefore, Project implementation would result in a less than significant impact on public schools and no mitigation measures are required. (Final EIR 3.13-25 to 3.13-26)

Threshold PS-4

The Project does not propose the construction of any new or physically altered library facilities. The Project would introduce up to 655 new residents to the City, thereby increasing demand for MPL facilities and resources. However, the Project is not expected to result in any negative the library's current services or

its ability to provide these services. Such, the Project would result in significant less than significant impacts to other public facilities. (Final EIR 3.13-30 to 3.13-31)

Threshold REC-1 Although outdoor recreational spaces are provided under the Project (i.e., paseos and outdoor recreation areas), these spaces are not open to the public and are intended for Project residents. To offset this increased need for parkland in the City, the Project Applicant would be required to pay a park developer fee in lieu of the Project parkland dedication per the Quimby Act and Section 9 (Improvements: Dedication of Land or Payment of Fee or Both, for Recreational Purposes) of the City's Municipal Code. The City would determine the "fair market value" for an acre of land in the City to determine said park fee. Payment of this fee would ensure that the Project's potential impacts on parkland capacities and existing parkland facilities would be reduced to less than significant levels. As such, impacts would be less than significant. (Final EIR 3.13-39 to 3.13-40)

Threshold REC-2 The Project Applicant would adhere to state and local law and regulations and pay the appropriate fees-in-lieu of parkland dedication. The Project includes open space and outdoor recreational areas. The outdoor recreational area would include a playground area, benches, turf areas, and picnic tables. The outdoor recreational area would serve as a recreational facility for residents on-site. Further, the Coyote Creek Trail located 0.12 miles west of the Project Site would serve as an existing recreational facility to Project residents and residents within a 0.25-mile distance to the Project. Therefore, less than significant impacts to recreational facilities would occur. (Final EIR 3.13-40)

Transportation

Threshold TRA-2 As shown in Table 3.14-2, for both years 2022 and 2040, the Project would yield a Vehicle Miles Traveled (VMT) lower than the VMT of the existing use. Therefore, the Project would result in a less-than-significant impact. (Final EIR 3.14-24 to 3.14-25)

Threshold TRA-3 Circulation. Project site plans and fire truck access plans would be subject to review and approval from the City and the Milpitas Fire Department. Upon approval of these plans, the proposed townhome community and apartment

complex would provide adequate vehicle circulation that would not increase safety hazards. Impacts would be less than significant.

Vehicle Queue Analysis and Site Distance. As shown in Table 3.14-3, there currently is and would be adequate vehicle storage to accommodate the expected maximum vehicle queues at both intersections at California Circle, impacts would be less than significant.

Site Access. The City would review both proposed access points as part of the site plan review process to confirm compliance with all applicable safety standards and considerations concerning the proposed access configurations. Additionally, the Project would comply with all site access requirements imposed by the City and the MFD to ensure that inadequate design features or incompatible uses, for the purpose of emergency access, do not occur. As such, the Project would not introduce incompatible uses to the area roadways and intersections, and impacts would be less than significant. (Final EIR 3.14-26 to 3.14-30)

Utilities and Service Systems

Threshold USS-1 The Project Site receives water supplies from the San Francisco Public Utilities Commission (SFPUC) and Valley Water (formerly Santa Clara Valley Water District). The Project's incremental increase in water demand would not exacerbate drought conditions and would not require or result in the construction of new water treatment facilities or expansion of existing facilities. Impacts would be less than significant. The Project Site is served by the San José-Santa Clara Regional Wastewater Facility (RWF), which has a wastewater treatment capacity of 167 million gallons per day (mgd). With adherence to applicable regulations, the Project would have adequate wastewater conveyance systems and impacts related to wastewater conveyance would be less than significant. Electricity services for the Project Site is provided by Pacific Gas and Electric Company (PG&E). It is not anticipated that existing transmission lines would need to be modified as a result of the Project. Potential impacts would be less than significant. Natural gas service for the Project Site is provided by PG&E which is regulated by the CPUC. The Project is not anticipated to require the relocation or construction of new or expanded natural gas facilities and impacts would be less than significant. The Project would only

install necessary telecommunications infrastructure to be used by residents, employees, and visitors of the Project. It is not anticipated that new infrastructure off-site will be required. Given the urbanized nature of the Project Site, construction of any telecommunications infrastructure needed for the Project would result in less than significant environmental impacts. (Final EIR 3.15-13 to 3.15-16)

Threshold USS-2 The Project would be required to comply with the Water Shortage Contingency Plan during drought conditions. Therefore, the Project would adhere to State and local regulations to reduce water consumption during drought conditions and the Project's incremental increase in water demand would have sufficient water supplies during normal years. Impacts would be less than significant. (Final EIR 3.15-16 to 3.15-17)

Threshold USS-3 The Project would install 10-inch underground sewer lateral connections along the proposed internal private streets near the center of the Project Site. The sewer laterals would connect to each townhome and the apartment complex. The proposed wastewater lateral connector would connect to existing offsite 24-inch sewer lateral located along California Circle. As such, the Project would have adequate wastewater conveyance systems and impacts would be less than significant. (Final EIR 3.15-17 to 3.15-18)

Threshold USS-4 According to the CalEEMod air quality and greenhouse gas emissions modeling for the Project, the Project would generate approximately 50.96 tons per year, or 0.14 tons per day. This would account for less than 0.01 percent of the Newby Island Landfill's permitted daily capacity of 4,000 tons per day. As a result, the generation of solid waste would not exceed available capacity. The Project would adhere to all State and local standards and impacts would be less than significant. (Final EIR 3.15-18 to 3.15-19)

Threshold USS-5 The City is required by Assembly Bill 939 to divert 75 percent of solid waste from landfills. The Project would be required to demonstrate compliance with all applicable regulations including Assembly Bill 939. The Project would not interfere with any federal, state, or local management and reduction statutes and

regulations related to solid waste. Impacts would be less than significant. (Final EIR 3.15-19)

E.3 Findings Regarding Impacts Analyzed in the EIR and Determined to be Significant but Mitigated to Less than Significant

This section includes findings for project impacts which are potentially significant, but which are mitigated to a less than significant level with the imposition of mitigation measures. The City Council finds that all potentially significant impacts of this project listed below can and will be substantially lessened or avoided by imposition of mitigation measures. Specific findings of the City Council for each impact are set forth below in this section.

The City hereby finds that the following potential environmental impacts can and will be mitigated to below a level of significance, with implementation of the mitigation measures recommended in the EIR.

Air Quality

Threshold AQ-2 **Would the Project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?**

Significance Before Mitigation: Less than significant.

Mitigation Measure

MM AQ-1 The following BAAQMD Basic Best Management Practices for Construction-Related Fugitive Dust Emissions shall be implemented:

- All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.
- All haul trucks transporting soil, sand, or other loose material off-site shall be covered.
- All visible mud or dirt track-out onto adjacent roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
- All vehicle speeds on unpaved roads shall be limited to 15 mph.

- All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
- All excavation, grading, and/or demolition activities shall be suspended when average wind speeds exceed 20 mph.
- All trucks and equipment, including their tires, shall be washed off prior to leaving the site.
- Unpaved roads providing access to sites located 100 feet or further from a paved road shall be treated with a 6- to 12-inch layer of compacted layer of wood chips, mulch, or gravel.
- Publicly visible signs shall be posted with the telephone number and name of the person to contact at the lead agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's General Air Pollution Complaints number shall also be visible to ensure compliance with applicable regulations.

Finding

The City Council finds that changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

Supporting Explanation: While impacts would be less than significant without mitigation, the BAAQMD requires the implementation of the BAAQMD Basic Best Management Practices for Construction-Related Fugitive Dust Emissions. (Final EIR 3.2-18 to 3.2-23)

Biological Resources

Threshold BIO-1 **Would the Project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or**

special status species in local or regional plans, policies, or regulation, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

Significance Before Mitigation: Potentially significant

Mitigation Measure

MM BIO-1 In the event that ground-disturbing activities or removal of any trees, shrubs, or any other potential nesting habitat that are associated with the Project are scheduled to occur within the avian nesting season (from January 1 through August 31), a qualified biologist retained by the City shall conduct a pre-construction clearance survey for nesting birds within three days prior to any ground disturbing activities.

The biologist conducting the clearance survey shall document the negative results if no active bird nests are observed on the Project Site during the clearance survey with a brief letter report indicating that no impacts to active bird nests would occur before construction can proceed. If an active bird nest is discovered during the pre-construction clearance survey, construction activities shall stay outside of a 100-foot buffer around the active nest. Encroachment into the buffer shall occur only at the discretion of the qualified biologist. Any activities requiring the removal of a tree with an active bird nest shall halt until nesting activity seasons, which would be determined by the qualified biologist.

The biologist shall be present to delineate the boundaries of the buffer area and to monitor the active nest to ensure that nesting behavior is not adversely affected by the construction activity. Results of the pre-construction survey and any subsequent monitoring shall be provided to the City of Milpitas, California Department of Fish and Wildlife, and other appropriate agencies. This requirement shall be indicated on the site improvement plan and specifications for verification by the City of Milpitas prior to the initiation of construction activities.

Finding

The City Council finds that changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

Supporting Explanation: The Project would operate as multi-family residential uses. These uses are highly unlikely to disturb any potential nesting habitat on-site. However, given the health condition of the majority of existing trees on-site, construction activities associated with the Project would comply with the

recommendations outlined in the Arborist Report, and remove all 49 trees, including 27 protected trees. The Project will plant 269 new trees of various species, resulting in a replacement ratio of 10:1. Notwithstanding, the Project could potentially disturb and modify any critical habitats that may be present on-site for special-status bird species.

To reduce such impacts to the special-status migratory birds **Mitigation Measure MM BIO-1** would require a pre-construction clearance survey to be conducted on-site with a qualified biologist prior to the initiation of construction activities associated with the Project. In the event that an active nest is discovered during the pre-construction clearance survey, **Mitigation Measure MM BIO-1** would require all constructions activities associated with the Project to stay outside of a 100 feet buffer around the discovered nest. Implementation of **Mitigation Measure MM BIO-1** would reduce such impacts to the special-status migratory birds to less than significant levels. (Final EIR 3.3-20 to 3.3-23)

Threshold BIO-4 **Would the Project interfere substantially with the movement of any native resident or migratory fish or animal species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?**

Significance Before Mitigation: Potentially significant

Mitigation Measure

Refer to **Mitigation Measure MM BIO-1** above.

Finding

The City Council finds that changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

Supporting Explanation: Existing ornamental vegetation on-site has the potential to provide suitable nesting habitat for birds. The Migratory Bird Treaty Act (MBTA) governs the taking, killing, possession, transportation, and importation of migratory birds, their eggs, parts, or nests. There are several mature trees present within the Project Site that may provide suitable habitat for nesting birds protected under the Migratory Bird Treaty Act (MBTA) and California Fish and Game Code §§ 3500-5500. Birds may also nest on or within the vacant building on site.

To reduce such impacts the Project would implement **Mitigation Measure MM BIO-1**, which would halt the removal of any trees with active bird nests until said nesting becomes inactive. With the implementation

of **Mitigation Measure MM BIO-1**, direct and indirect impacts to protected nesting birds would be reduced to less than significant levels. (Final EIR 3.3-24 to 3.3-25)

Cultural, Tribal Cultural and Paleontological Resources

Threshold CUL-2 **Would the Project cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?**

Significance Before Mitigation: Potentially significant

Mitigation Measure

MM CUL-1 The Project Applicant shall retain a qualified archaeologist who meets the Secretary of the Interior's Professional Qualifications Standards for archaeology to conduct Worker's Environmental Awareness Program (WEAP) training for archaeological sensitivity for all construction personnel prior to the commencement of any ground disturbing activities. If archaeological resources are encountered during ground-disturbing activities, work in the immediate area shall be halted and the archaeologist shall evaluate the find. If the resources are Native American human remains, the County Coroner and the Native American Heritage Commission shall be contacted as mandated by law. If necessary, the evaluation may require preparation of archaeological testing for California Register of Historical Resources (CRHR) eligibility. Results of the archaeological testing shall be reviewed and approved by the qualified archaeologist. If the discovery proves to be significant under CEQA and cannot be avoided by the Project, additional work may be warranted, such as data recovery excavation, and, if so, shall be identified by the archaeologist to mitigate any such significant impacts to cultural resources, if identified.

Finding

The City Council finds that changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

Supporting Explanation: In the event that archaeological resources are encountered during Project construction, **Mitigation Measure CUL-1** would require all construction efforts associated with the Project to halt immediately until a qualified archaeologist examines the site, identifies the archaeological significance of the find, and recommends a course of action. If the archaeologist determines the resource constitutes a "unique archaeological resource", time allotment and funding sufficient to allow for implementation of avoidance measures, or appropriate mitigation would be made available to the

Applicant. With implementation of **Mitigation Measure CUL-1**, the Project would not cause a substantial adverse change in the significance of an archaeological resource or site pursuant to Section 15064.5 of the *CEQA Guidelines*, and impacts would be reduced to less than significant levels. (Final EIR 3.4-18 to 3.4-20)

Threshold TRC-1 **Would the Project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:**

i) Listed or eligible for listing in the California Register of Historical Resources, or in the local register of historical resources as defined in Public Resources Code Section 5020.1(k), or

ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe?

Significance Before Mitigation: Potentially significant

Mitigation Measure

Refer to **Mitigation Measure MM CUL-1** above.

Finding

The City Council finds that changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

Supporting Explanation: Project excavation could encounter native soils which has the potential to support undiscovered tribal cultural resources. If tribal cultural resources are encountered during Project construction, **Mitigation Measure CUL-1** would require all construction efforts associated with the Project to halt until an archaeologist examines the site, identifies the archaeological significance of the find, and recommends a course of action which must be implemented. Implementation of **Mitigation Measure CUL-1** would ensure that appropriate protocols are in place in the event unknown cultural resources, including archaeological and tribal cultural resources, are discovered during ground-disturbing activities. As such,

impacts to tribal cultural resources would be reduced to less than significant levels. (Final EIR, pp. 3.4-21 to 3.4-22)

Geology and Soils

Threshold GEO-9 **Would the Project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?**

Significance Before Mitigation: Potentially significant

Mitigation Measure

MM GEO-1 In the event a potentially significant paleontological resource is encountered during ground-disturbing activities, work within 100 feet of the discovery shall halt and a professional paleontologist who meets the qualification standards of the Society of Vertebrate Paleontology shall be retained by the Project Applicant immediately to evaluate the significance of the discovery. The City of Milpitas Planning Department shall be notified immediately. If the resource is found to be significant, the professional paleontologist shall systematically remove it from the site for laboratory preparation. Following laboratory preparation, the resource would be identified, cataloged, and inventoried in anticipation of curation. All collected and prepared resources would be curated and stored in an accredited repository.

Finding

The City Council finds that changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

Supporting Explanation: Due to the present surface soils on-site and the historically developed nature of the Project Site and its immediate surrounding areas, the surface of the Project Site has a low potential for paleontological sensitivity. However, the soil conditions at the subsurface and bgs of the Project Site have an undetermined potential for paleontological sensitivity. In the event that a potentially significant paleontological resource is encountered during ground-disturbing activities, **Mitigation Measure MM GEO-1** would require all work within 100 feet of the discovery to halt and a qualified professional paleontologist to be retained to evaluate the find in consultation with the City. With implementation of **Mitigation Measure MM GEO-1**, impacts pertaining to paleontological resources would be reduced to a less than significant level. (Final EIR 3.6-25 to 3.6-26)

Greenhouse Gas

Threshold GHG-1 Would the Project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

Threshold GHG-2 Would the Project conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gas emissions?

Significance Before Mitigation: Less than significant

Mitigation Measure

MM GHG-1 Prior to the issuance of a building permit, the Project Applicant shall demonstrate compliance with relevant and applicable measures of the Climate Action Plan (CAP) Update by preparing and implementing a project-specific consistency review checklist. The City shall review this consistency review checklist as part of the Project plan review.

The consistency review checklist shall outline feasible, effective and applicable measures that will be required for the Project. Applicable and effective measures in reducing Project GHG emissions include, but are not limited to, the following:

- Utilize the latest energy-efficient construction equipment, when feasible;
- Install Energy Star appliances;
- Install on-site renewable energy, such as solar panels;
- Provide on-site electric vehicle charging stations and associated infrastructure; and
- Install water-efficient irrigation systems capable of using reclaimed water, when available.

Finding

The City Council finds that changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

Supporting Explanation: While impacts would be less than significant without mitigation, **Mitigation Measure GHG-1** would demonstrate the Project's compliance with applicable goals and measures set forth

in the Milpitas 2022 CAP Update. As such, the Project would comply with BAAQMD threshold “B” which states that projects must be consistent with a local GHG reduction strategy. (Final EIR 3.7-27 to 3.7-30)

Hazards and Hazardous Materials

Threshold HAZ-2 **Would the Project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?**

Significance Before Mitigation: Potentially significant

Mitigation Measure

MM HAZ-1 Prior to issuance of a grading permit, a Soil Management Plan (SMP) and Health and Safety Plan (HSP) shall be prepared by a qualified environmental professional with Phase II/Site Characterization experience to establish appropriate management practices for handling impacted soil, soil vapor and ground water if encountered during construction activities. These documents shall include the following:

- Site control procedures to control the flow of personnel, vehicles and materials in and out of the Site.
- Measures to minimize dust generation, storm water runoff and tracking of soil off-Site.
- If excavation de-watering is required, protocols to evaluate water quality and discharge/disposal alternatives shall be described.
- Protocols for soil removal and subsequent subsurface soil sampling and evaluation.
- Protocols for conducting earthwork activities in areas where impacted soil, soil vapor and/or ground water are present or suspected. Worker training requirements, health and safety measures and soil handling procedures should be described.
- Protocols to be implemented if buried structures, wells, debris, or unidentified areas of impacted soil are encountered during construction activities.
- Protocols to evaluate the quality of soil suspected of being contaminated so that appropriate mitigation, disposal or reuse alternatives, if necessary, can be determined.
- Procedures to evaluate and document the quality of any soil imported to the Site.

- Soil containing chemicals exceeding residential (unrestricted use) screening levels or typical background concentrations of metals should not be accepted.
- Methods to monitor excavations for the potential presence of volatile chemical vapors.

Finding

The City Council finds that changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

Supporting Explanation: Adherence to applicable federal and state regulations related to hazards and hazardous materials would ensure safety impacts pertaining to the potential for accidental conditions during Project operations would be less than significant. Subsequent to this removal, groundwater and soil vapor samples should be collected from this area to determine if elevated petroleum hydrocarbons or Volatile Organic Compounds remain. Additional vapor mitigation controls may be required based on the post-removal soil vapor concentrations. This area would be required to be backfilled with compacted clean fill material. Further, the Project would be subject to **Mitigation Measure MM HAZ-1** which would require a Soil Management Plan (SMP) to be prepared and implemented during grading and excavation activities. The SMP would detail the best management practices to properly manage impacted soil in a manner protective of human health and consistent with applicable Federal, State, and local laws. Subsequent to the subsurface evaluation previously discuss, the SMP would implement protocols for the removal of impacted soil. Further, the SMP would require all excavated soil generated from the Project Site that requires off-site disposal to be required to be characterized prior to disposal at a licensed disposal facility or other commercial property, as appropriate in consultation with a Phase II/Site Characterization specialist. Nevertheless, adherence to applicable federal and state laws and regulations and the implementation of **Mitigation Measure MM HAZ-1** would reduce impacts resulting from the construction-related accident conditions involving the release of hazardous materials to less than significant levels. (Final EIR 3.8-22 to 3.8-24)

Transportation

Threshold TRA-1 **Would the Project conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?**

Significance Before Mitigation: Potentially significant

Mitigation Measure

MM TRA-1 Prior to project construction initiation, the respective Applicants shall prepare a Traffic Management Plan (TMP) for approval by the City Traffic Engineer. The TMP shall specify that one direction of travel in each direction on adjacent roadways must always be maintained during project construction activities. If full lane closures are required and one direction of travel in each direction cannot be maintained, the TMP shall identify planned detours. The TMP shall include measures such as construction signage, limitations on timing for lane closures to avoid peak hours, temporary striping plans, and use of construction flag person(s) to direct traffic during heavy equipment use. The TMP shall include signage, lane closures, flag persons, etc., and shall specify that one lane of travel in each direction shall be maintained along City rights-of-way. Bicycle lanes and pedestrian sidewalks shall remain open and accessible, to the greatest extent feasible, during construction or shall be re-routed to ensure continued connectivity. Lastly the TMP shall detail plans that the Applicant would take to ensure that the Project Site would provide adequate emergency access. The TMP shall be incorporated into project specifications for verification prior to final plan approval.

Finding

The City Council finds that changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

Supporting Explanation: Construction activities associated with the Project would require the demolition and reconstruction of the existing driveways within the eastern perimeter of the Project Site. These activities, such as demolition, minor excavation, and grading, may require temporary partial lane closure within the California Circle right-of-way, resulting in partial lane closures for bicyclists and pedestrians. Accordingly, **Mitigation Measure MM TRA-1** would require the Project Applicant to implement a Traffic Management Plan (TMP) to maintain vehicular and bicycle traffic circulation along California Circle and to the Project Site emergency access during construction activities. The TMP would include information detailing proposed signage, lane closures, flag persons, etc., and require that bicycle lanes, pedestrian sidewalks, and bus stops remain open and accessible, to the great extent feasible, during construction or be re-routed to ensure continued connectivity. With the implementation of **Mitigation Measure MM TRA-1**, the Project would not conflict with existing bicycle facilities, and impacts would be less than significant. (Final EIR 3.14-22 to 3.14-24)

Threshold TRA-4 Would the Project result in inadequate emergency access?**Significance Before Mitigation:** Potentially significant**Mitigation Measure**Refer to **Mitigation Measure MM TRA-1** above.**Finding**

The City Council finds that changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

Supporting Explanation: Project construction activities would not result in inadequate emergency access during construction. However, short term construction activities may result in temporary lane closures along California Circle. As discussed above, implementation of **Mitigation Measure MM-TRA-1** would require the Project Applicant to implement a TMP to maintain emergency access during the construction process and minimize congestion. Additionally, The Project would not implement any offsite roadway network changes and therefore would not adversely affect emergency vehicle circulation on surrounding roadways. Thus, impacts concerning emergency access would be reduced to less than significant levels with mitigation incorporated. (Final EIR 3.14-30 to 3.14-31)

E.4 Findings Regarding Impacts Analyzed in the EIR and Determined to be Significant and Unavoidable

This section includes findings for project impacts which are determined to be significant even with the imposition of mitigation measures. These impacts cannot be mitigated to a less than significant level and therefore remain unavoidable. Although the City Council finds that all significant impacts of this project listed below cannot be substantially lessened or avoided by the imposition of mitigation measures or alternatives, the mitigation measures found in the EIR and listed below will be implemented to lessen the Project's impact. Specific findings of this City Council for each impact are set forth below in this section.

Aesthetics**Threshold AQ-2 Would the Project have a substantial adverse effect on a scenic vista?****Significance Before Mitigation:** Potentially Significant

Mitigation Measure

No feasible mitigation measures are available.

Findings

Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible mitigation measures or Project alternatives identified in the Final EIR.

Supporting Explanation: The Project would develop multiple structures at a maximum building height that is greater than the existing building structures on-site. Accordingly, this increase in height would result in significant view blockages of public scenic resources (i.e., the eastern open hillsides) from public viewpoints, specifically for bicyclists travelling northbound along Coyote Creek Trail, and motorists travelling southbound along McCarthy Boulevard. As such, the Project would result in substantial adverse effects to scenic vistas, and the impact would be significant and unavoidable.

E.5 Other CEQA Required Analysis in the EIR***Cumulative Impact Analysis***

Cumulative impacts are defined in *State CEQA Guidelines* §15355(b) as:

"The change in the environment which results from the incremental impact of the project when added to other closely related past, present, and probable future projects. Cumulative impacts can result from individually minor but collectively significant projects taking place over a period of time."

Aesthetics

Threshold AES-1 **Would the Project have a substantial adverse effect on a scenic vista?**

Significance Before Mitigation: Potentially Significant

Mitigation Measure

No feasible mitigation measures are available.

Findings

Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible mitigation measures or Project alternatives identified in the Final EIR.

Supporting Explanation: Public views of both the Project Site and the open hillsides located east of the City are provided from McCarthy Boulevard (Key View 1), I-880 (Key View 2), and the Coyote Creek Trail (Key View 3). Due to the proposed height of the development, the Project would significantly obstruct public views of the hillsides from Key Views 2 and 3 and would completely block any view of the hillsides from Key View 1. Therefore, Project implementation would result in significant and unavoidable cumulative impacts to scenic vistas. (Final EIR 3.1-27 to 3.1-28)

Biological Resources

Threshold BIO-1 **Would the Project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulation, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?**

Significance Before Mitigation: Potentially significant

Mitigation Measure

MM BIO-1 In the event that ground-disturbing activities or removal of any trees, shrubs, or any other potential nesting habitat that are associated with the Project are scheduled to occur within the avian nesting season (from January 1 through August 31), a qualified biologist retained by the City shall conduct a pre-construction clearance survey for nesting birds within three days prior to any ground disturbing activities.

The biologist conducting the clearance survey shall document the negative results if no active bird nests are observed on the Project Site during the clearance survey with a brief letter report indicating that no impacts to active bird nests would occur before construction can proceed. If an active bird nest is discovered during the pre-construction clearance survey, construction activities shall stay outside of a 100-foot buffer around the active nest. Encroachment into the buffer shall occur only at the discretion of the qualified biologist. Any activities requiring the removal of a tree with an active bird nest shall halt until nesting activity seasons, which would be determined by the qualified biologist.

The biologist shall be present to delineate the boundaries of the buffer area and to monitor the active nest to ensure that nesting behavior is not adversely affected by the construction activity. Results of the pre-construction survey and any subsequent monitoring shall be provided to the City of Milpitas, California Department of Fish and Wildlife, and other appropriate agencies. This requirement shall be indicated on the site improvement plan and specifications for verification by the City of Milpitas prior to the initiation of construction activities.

Finding

The City Council finds that changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

Supporting Explanation: Existing policies and regulations, in combination with **Mitigation Measure MM BIO-1**, will reduce impacts to sensitive habitats and biological resources to a less than significant level. As such, the Project would not substantially contribute to cumulative impacts on sensitive habitats and biological resources. (Final EIR 3.3-27 to 3.3-28)

Geology and Soils

Threshold GEO-9 **Would the Project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?**

Significance Before Mitigation: Potentially significant

Mitigation Measure

MM GEO-1 In the event a potentially significant paleontological resource is encountered during ground-disturbing activities, work within 100 feet of the discovery shall halt and a professional paleontologist who meets the qualification standards of the Society of Vertebrate Paleontology shall be retained by the Project Applicant immediately to evaluate the significance of the discovery. The City of Milpitas Planning Department shall be notified immediately. If the resource is found to be significant, the professional paleontologist shall systematically remove it from the site for laboratory preparation. Following laboratory preparation, the resource would be identified, cataloged, and inventoried in anticipation of curation. All collected and prepared resources would be curated and stored in an accredited repository.

Finding

The City Council finds that changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

Supporting Explanation: Cumulative development throughout the City of Milpitas could potentially disturb unknown paleontological resources that could be present in the City. It is anticipated that Citywide development would have the potential to disturb paleontological resources. Potentially significant cumulative paleontological resource impacts could, however, be mitigated to below a level of significance through resource avoidance or recovery on a case by-case basis. As discussed under **Impact GEO-9**, the Project is not anticipated to disturb paleontological resources and **Mitigation Measure GEO-1** has been included to ensure that the impacts would not be cumulatively considerable as they would ensure on-site resources are protected or recovered. (Final EIR 3.6-26)

Hazards and Hazardous Materials

Threshold HAZ-2 **Would the Project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?**

Significance Before Mitigation: Potentially significant

Mitigation Measure

MM HAZ-1 Prior to issuance of a grading permit, a Soil Management Plan (SMP) and Health and Safety Plan (HSP) shall be prepared by a qualified environmental professional with Phase II/Site Characterization experience to establish appropriate management practices for handling impacted soil, soil vapor and ground water if encountered during construction activities. These documents shall include the following:

- Site control procedures to control the flow of personnel, vehicles and materials in and out of the Site.
- Measures to minimize dust generation, storm water runoff and tracking of soil off-Site.
- If excavation de-watering is required, protocols to evaluate water quality and discharge/disposal alternatives shall be described.
- Protocols for soil removal and subsequent subsurface soil sampling and evaluation.

- Protocols for conducting earthwork activities in areas where impacted soil, soil vapor and/or ground water are present or suspected. Worker training requirements, health and safety measures and soil handling procedures should be described.
- Protocols to be implemented if buried structures, wells, debris, or unidentified areas of impacted soil are encountered during construction activities.
- Protocols to evaluate the quality of soil suspected of being contaminated so that appropriate mitigation, disposal or reuse alternatives, if necessary, can be determined.
- Procedures to evaluate and document the quality of any soil imported to the Site.
- Soil containing chemicals exceeding residential (unrestricted use) screening levels or typical background concentrations of metals should not be accepted.
- Methods to monitor excavations for the potential presence of volatile chemical vapors.

Finding

The City Council finds that changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

Supporting Explanation: Cumulative projects would be required to evaluate their project's likelihood and severity of accidental releases of hazardous materials on a project-by-project basis. Cumulative projects would also be required to comply with all applicable laws and regulations as appropriate; including Comprehensive Environmental Response Compensation and Liability Act (CERCLA), California Accidental Release Prevention (CalARP), California Human Health Screening Levels (CHHLs) and requirements outlined by the Department of Toxic Substances Control (DTSC) and the California Fire Code(CFC). The Project would result in a potentially significant impact reasonably foreseeable upset and accident conditions involving the release of hazardous materials. However, the Project Applicant would adhere to all applicable regulations and regulatory requirements. Further, implementation of **Mitigation Measure MM HAZ-1** would require the preparation of a Soil Management Plan (SMP) prior to the initiation of excavating activities. Therefore, adherence to regulatory requirements and **Mitigation Measure MM HAZ-1** would minimize impacts to be less than cumulatively considerable. (Final EIR 3.8-28 to 3.8-31)

Transportation

Threshold TRA-1 **Would the Project conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?**

Significance Before Mitigation: Potentially significant

Mitigation Measure

MM TRA-1 Prior to project construction initiation, the respective Applicants shall prepare a Traffic Management Plan (TMP) for approval by the City Traffic Engineer. The TMP shall specify that one direction of travel in each direction on adjacent roadways must always be maintained during project construction activities. If full lane closures are required and one direction of travel in each direction cannot be maintained, the TMP shall identify planned detours. The TMP shall include measures such as construction signage, limitations on timing for lane closures to avoid peak hours, temporary striping plans, and use of construction flag person(s) to direct traffic during heavy equipment use. The TMP shall include signage, lane closures, flag persons, etc., and shall specify that one lane of travel in each direction shall be maintained along City rights-of-way. Bicycle lanes and pedestrian sidewalks shall remain open and accessible, to the greatest extent feasible, during construction or shall be re-routed to ensure continued connectivity. Lastly the TMP shall detail plans that the Applicant would take to ensure that the Project Site would provide adequate emergency access. The TMP shall be incorporated into project specifications for verification prior to final plan approval.

Finding

The City Council finds that changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

Supporting Explanation: The Project would result in less than significant impacts upon implementation of **Mitigation Measure MM TRA-1**, which would require the Project Applicant to implement a TMP to ensure continued bicycle and pedestrian circulation during the construction activities. Planned development projects that are adjacent to Class II Bicycle Lanes would also be required to implement this mitigation measure to reduce potential impacts to existing bicycle circulation. With the implementation of **Mitigation Measure MM TRA-1**, cumulative impacts would be less than significant (Final EIR 3.14-22 to 3.14-24)

F. ALTERNATIVES TO THE PROJECT

State CEQA Guidelines §15126.6(a) requires an evaluation of “a range of reasonable alternatives to the project, or to the location of the project, which would feasibly attain most of the basic objectives of the project but would avoid or substantially lessen any of the significant effects of the project, and evaluate the comparative merits of the alternatives.” The objectives of the Project are identified in Section 2.0, Project Description, of the DEIR, and in Section B of these Findings. Alternatives are used to determine whether or not a variation of the Project would reduce or eliminate significant project impacts within the basic framework of the objectives.

State CEQA Guidelines §15126.6(e) requires that, among other alternatives, a “no project” alternative be evaluated in comparison to the Project. *State CEQA Guidelines* §15126.6(e)(2) requires that the “no project” analysis “discuss the existing conditions ... as well as what would be reasonably expected to occur in the foreseeable future if the project were not approved, based on current plans and consistent with available infrastructure and community services.”

The project alternatives evaluated in detail in the EIR were the following:

- No Project Alternative
- Specific Plan Alternative

F.1 Project Objectives and Legal Requirements

At the time of project approval, the lead agency’s decision-making body must determine whether the alternatives are feasible or not. The lead agency must consider whether specific “economic, legal, social, technological, and other considerations ...make infeasible mitigation measures or alternatives identified in the environmental impact report.” (Pub. Res. Code, § 21081(a)(3); *State CEQA Guidelines* § 15091(a)(3)).

Importantly, CEQA gives lead agencies the authority to approve a project notwithstanding its significant environmental impacts, if the agency determines it is not “feasible” to lessen or avoid the significant effects. (Pub. Res. Code, § 21002). If specifically identified benefits of the project outweigh the significant unavoidable environmental impacts, the adverse impacts may be considered “acceptable,” thereby allowing for lead agency approval of the project, notwithstanding such adverse impacts, provided the agency adopts a statement of overriding considerations. (Pub. Res. Code, § 21081.1(b); *State CEQA Guidelines* § 15093).

As called for by the *State CEQA Guidelines*, the achievement of project objectives must be balanced by the ability of an alternative to reduce the significant impacts of the project. The objectives of the 1355 California Circle project are as follows:

- Increase affordable housing opportunities, including housing designated for all MUSD staff, and help meet the City's Regional Housing Needs Allocation (RHNA);
- Redevelop underutilized and vacated land; and
- Implement sustainable building practices to showcase energy efficiency and low water use.

CEQA does not require adoption of an alternative that does not adequately meet most of the basic project objectives as determined by the lead agency decision makers.

F.2 Findings Regarding Alternatives Considered in the EIR

Alternative 1 - No Project Alternative

The No Project Alternative is required by Section 15126.6(e)(2) of the *State CEQA Guidelines* and assumes that the Project would not be implemented. The No Project Alternative allows decision-makers to compare the impacts of approving the Project with the impacts of not approving the Project. However, "no project" does not necessarily mean that development will be prohibited. The No Project Alternative includes "what would be reasonably expected to occur in the foreseeable future if the project were not approved, based on current plans and consistent with available infrastructure and community services."¹ For purposes of this EIR, the No Project Alternative (Alternative 1) assumes the development of the proposed seven plex and twelve plex townhomes and apartment complex would not occur. The existing 90,000 square foot industrial office building, surface parking lot, and landscaping would remain, and no physical changes would be implemented.

Consideration of the No Project Alternative

As demonstrated in **Table 5.0-1, Alternative 1 Relationship to the Project Objectives**, Alternative 1 would not achieve any of the Project objectives. Alternative 1 would not redevelop the existing parcel or provide new housing in the City. No changes to the Project Site would occur under Alternative 1. Accordingly, impact areas driven by population would be determined to be less than significant, including energy, public services and utilities, including fire, police, school and library services, electricity, and natural gas consumption, as well as solid waste and wastewater generation, and water consumption, would be less

¹ CEQA § 15126.6[e][2]

than the Project. Furthermore, impact areas determined to be less than significant with mitigation or result in unavoidable and significant impacts such as aesthetics, biological resources, cultural resources, geology and soils, hazards and hazardous materials, and traffic/circulation would be reduced.

Findings

The Council finds that while the No Project Alternative results in less significant impacts to aesthetics, biological resources, cultural resources, geology and soils, hazards and hazardous materials, and traffic/circulation impacts compared to the Project, the alternative would not meet many of the key project objectives, and is environmentally and socially undesirable, and is therefore rejected.

Alternative 2 – Specific Plan Alternative

The Specific Plan Alternative (Alternative 2) would include the adoption and implementation of a California Circle Specific Plan bound by the I-880/California Circle on-and-off ramp, Dixon Landing Road, Lower Penitencia Creek, Fairview Avenue, and Cadillac Court (Plan Area),⁴ which includes the Project Site. The Specific Plan would serve both planning and regulatory functions, including land use regulations, circulation patterns, building and streetscape design standards, and development standards. Alternative 2 assumes that the Project could be implemented as a development project under the Specific Plan.

Alternative 2 would accommodate mixed use developments with opportunities for residential development. Individual development projects under the Specific Plan would also be subject to recent local and State affordable housing requirements. Existing and new commercial and industrial uses along the I-880 frontage would be supported, and ensure land use compatibility between the residential, commercial and industrial buildout within the Specific Plan Area. Additionally, the Specific Plan would identify and implement circulation and street improvements as needed within the Plan Area and the vicinity of the Project Site.

Consideration of the Specific Plan Alternative

As shown in Table 5.0-2, Alternative 2 would achieve all three of the Project objectives. Furthermore, most of the objectives would be met to a greater degree than the Project because the Specific Plan Area would be able to accommodate a greater amount of mixed-use development, thus providing greater opportunities for housing development and increased development intensity. The Specific Plan Alternative would eliminate the significant impact of the Project (aesthetics-visual impacts to scenic resources). Additionally, the Specific Plan Alternative would achieve all Project objectives to a greater degree. However, Alternative 2 could increase the amount of residential development compared to the Project. Thus, the Alternative would potentially increase the City's population and the demand for public services, recreational spaces,

and utility services (i.e., water, wastewater, and solid waste). Future development and redevelopment projects resulting from the Specific Plan Alternative would introduce additional commercial, industrial, and mixed-use development that would increase the development of the Project Site and uses surrounding the Project Site (Specific Plan Area).

Findings

The City Council finds that implementation of Alternative 2 could potentially result in similar environmental impacts to the Project but to a greater degree. Therefore, the Specific Plan Alternative would result in greater impacts than the Project and would ultimately be the inferior alternative. Thus, the alternative is environmentally and socially undesirable, and is therefore rejected.

G STATEMENT OF OVERRIDING CONSIDERATIONS

The Milpitas City Council hereby adopts this Statement of Overriding Considerations concerning the unavoidable significant impacts of the 1355 California Circle Project to explain why the benefits of the Project outweigh and override its unavoidable impacts.

The Final Environmental Impact Report (Final EIR) for the 1355 California Circle Project identifies and discusses significant environmental impacts that could occur as a result of implementation of the Project. The City Council made specific Findings pursuant to CEQA, on each of the significant environmental impacts of the Project and on mitigation measures and alternatives. Nevertheless, even with implementation of feasible mitigation measures, certain significant and unavoidable impacts related to aesthetics still remain.

In accordance with Section 15093 of the *State CEQA Guidelines*, the City Council hereby finds that following economic, legal, social, environmental, and other benefits of the 1355 California Circle Project outweigh its unavoidable, adverse environmental impacts discussed in the Findings, based on the considerations set forth herein:

G.1 Benefits of the 1355 California Circle Project

1. The Project will provide affordable housing opportunities, which will assist the City in meeting its share of the Regional Housing Needs Allocation for new and affordable residential units.
2. The Project's 206 multi-family housing units will help address the statewide housing crises
3. The Project will redevelop an underutilized and vacated parcel.

For the above-mentioned reasons, the City Council hereby finds that the benefits of the Project outweigh and override any adverse environmental impacts associated with the 1355 California Circle Project.

H. ADOPTION OF A MITIGATION MONITORING PROGRAM FOR THE CEQA MITIGATION MEASURES

Section 21081.6 of the Public Resources Code requires this City Council to adopt a monitoring or reporting program regarding the changes in the Project and mitigation measures imposed to lessen or avoid significant effects on the environment. The Mitigation Monitoring Plan (MMP), included as Chapter 3.0 in the Final EIR, is hereby adopted.

4.0 MITIGATION MONITORING PROGRAM

4.1 INTRODUCTION

The Mitigation Monitoring Program (MMP) has been prepared in conformance with Section 21081.6 of the California Environmental Quality Act (CEQA). It is the intent of this program to: (1) verify satisfaction of the required mitigation measures of the EIR (EIR); (2) provide a methodology to document implementation of the required mitigation measures; (3) provide a record of the Monitoring Program; (4) identify monitoring responsibility; (5) establish administrative procedures for the clearance of mitigation measures; (6) establish the frequency and duration of monitoring; and (7) use existing review processes wherever feasible.

This MMP describes the procedures for the implementation of the mitigation measures adopted for the Project. The City of Milpitas Planning Department and staff of other City Departments shall be responsible for administering the MMP activities or delegating them to consultants, or contractors. The Monitoring or Enforcing Agencies identified herein, at their discretion, may require a project applicant or operator to pay for one or more independent environmental monitor(s) to be responsible for monitoring implementation of mitigation measures (e.g., City building inspector, project contractor, certified professionals, etc., depending on the requirements of the mitigation measures) required of project applicants or operators. Monitors would be hired by the City or by the applicant or operator at the City's discretion.

Each mitigation measure is identified in **Table 4.0-1, Mitigation Monitoring Program Matrix**, and is categorized by environmental topic and corresponding number with identification of:

- The Implementing Party or Agency – this is in most cases, the applicant for individual projects who will be required to implement most of the measures.
- The Enforcement and Monitoring Entity – this is the entity or entities that will monitor each measure and ensure that it is implemented in accordance with this MMP.
- Monitoring Phase and Monitoring Actions – this is the timeframe that monitoring would occur and the criteria that would determine when the measure has been accomplished and/or the monitoring actions to be undertaken to ensure the measure is implemented.

**Table 4.0-1
Mitigation Monitoring Program Matrix**

Mitigation Measure	Monitoring Phase and Monitoring Actions	Implementing Party	Enforcement and Monitoring Entity
Impact – Air Quality			
MM AQ-1: The following BAAQMD Basic Best Management Practices for Construction-Related Fugitive Dust Emissions shall be implemented: • All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day. • All haul trucks transporting soil, sand, or other loose material off-site shall be covered. • All visible mud or dirt track-out onto adjacent roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited. • All vehicle speeds on unpaved roads shall be limited to 15 mph. • All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used. • All excavation, grading, and/or demolition activities shall be suspended when average wind speeds exceed 20 mph. • All trucks and equipment, including their tires, shall be washed off prior to leaving the site. • Unpaved roads providing access to sites located 100 feet or further from a paved road shall be treated with a 6- to 12-inch layer of compacted layer of wood chips, mulch, or gravel. • Publicly visible signs shall be posted with the telephone number and name of the person to contact at the lead agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's General Air Pollution Complaints number shall also be visible to ensure compliance with applicable regulations.	Prior to issuance of grading permits	Project Applicant	City of Milpitas Building Safety and Housing Department.
Impact - Biological Resources			
MM BIO-1: In the event that ground-disturbing activities or removal of any trees, shrubs, or any other potential nesting habitat that are associated with the Project are scheduled to occur within the avian nesting season (from January 1 through August 31), a qualified biologist retained by the Applicant shall conduct a pre-construction clearance survey for nesting birds within three days prior to any ground disturbing activities. The biologist conducting the clearance survey shall document the negative results if no	Prior to issuance of grading or building permits	Project Applicant	City of Milpitas Planning Department.

Mitigation Measure	Monitoring Phase and Monitoring Actions	Implementing Party	Enforcement and Monitoring Entity
active bird nests are observed on the Project Site during the clearance survey with a brief letter report indicating that no impacts to active bird nests would occur before construction can proceed. If an active bird nest is discovered during the pre-construction clearance survey, construction activities shall stay outside of a 100-foot buffer around the active nest. Encroachment into the buffer shall occur only at the discretion of the qualified biologist. Any activities requiring the removal of a tree with an active bird nest shall halt until nesting activity seasons, which would be determined by the qualified biologist. The biologist shall be present to delineate the boundaries of the buffer area and to monitor the active nest to ensure that nesting behavior is not adversely affected by the construction activity. Results of the pre-construction survey and any subsequent monitoring shall be provided to the City of Milpitas, California Department of Fish and Wildlife, and other appropriate agencies. This requirement shall be indicated on the site improvement plan and specifications for verification by the City of Milpitas prior to the initiation of construction activities			
Impact – Cultural Resources			
MM CR-1: The Project Applicant shall retain a qualified archaeologist who meets the Secretary of the Interior’s Professional Qualifications Standards for archaeology to conduct Worker’s Environmental Awareness Program (WEAP) training for archaeological sensitivity for all construction personnel prior to the commencement of any ground disturbing activities. If archaeological resources are encountered during ground-disturbing activities, work in the immediate area shall be halted and the archaeologist shall evaluate the find. If the resources are Native American human remains, the County Coroner and the Native American Heritage Commission shall be contacted as mandated by law. If necessary, the evaluation may require preparation of archaeological testing for California Register of Historical Resources (CRHR) eligibility. Results of the archaeological testing shall be reviewed and approved by the qualified archaeologist. If the discovery proves to be significant under CEQA and cannot be avoided by the Project, additional work may be warranted, such as data recovery excavation, and, if so, shall be identified by the archaeologist to mitigate any such significant impacts to cultural resources, if identified.	Prior to project approval.	Project Applicant	City of Milpitas Planning Department.
Impact – Geology and Soils			
MM GEO-1: In the event a potentially significant paleontological resource is encountered during ground-disturbing activities, work within 100 feet of the discovery shall halt and a professional paleontologist who meets the qualification standards of the Society of Vertebrate Paleontology shall be retained by the Project Applicant immediately to evaluate the significance of the discovery. The City of Milpitas Planning Department shall be notified immediately. If the resource is found to be significant, the professional paleontologist shall systematically remove it from the site for laboratory preparation. Following laboratory preparation, the resource would be identified, cataloged, and inventoried in anticipation of curation. All collected and prepared resources would be curated and stored in an accredited repository.	Prior to project approval.	Project Applicant	City of Milpitas Planning Department.

Mitigation Measure	Monitoring Phase and Monitoring Actions	Implementing Party	Enforcement and Monitoring Entity
Impact – Greenhouse Gases			
MM GHG-1: Prior to the issuance of a building permit, the Project Applicant shall demonstrate compliance with relevant and applicable measures of the CAP Update by preparing and implementing a project-specific consistency review checklist. The City shall review this consistency review checklist as part of the Project plan review. The consistency review checklist shall outline feasible, effective and applicable measures that will be required for the Project. Applicable and effective measures in reducing Project GHG emissions include, but are not limited to, the following: • Utilize the latest energy-efficient construction equipment, when feasible; • Install Energy Star appliances; • Install on-site renewable energy, such as solar panels; • Provide on-site electric vehicle charging stations and associated infrastructure; and • Install water-efficient irrigation systems capable of using reclaimed water, when available.	Prior to issuance of grading and building permits	City of Milpitas	City of Milpitas Planning Department
Impact - Hazards and Hazardous Material			
MM HAZ-1: Prior to issuance of a grading permit, a Soil Management Plan (SMP) and Health and Safety Plan (HSP) shall be prepared by a qualified environmental professional with Phase II/Site Characterization experience to establish appropriate management practices for handling impacted soil, soil vapor and ground water if encountered during construction activities. These documents shall include the following: • Site control procedures to control the flow of personnel, vehicles and materials in and out of the Site. • Measures to minimize dust generation, storm water runoff and tracking of soil off-Site. • If excavation de-watering is required, protocols to evaluate water quality and discharge/disposal alternatives shall be described. • Protocols for soil removal and subsequent subsurface soil sampling and evaluation. • Protocols for conducting earthwork activities in areas where impacted soil, soil vapor and/or ground water are present or suspected. Worker training requirements, health and safety measures and soil handling procedures should be described. • Protocols to be implemented if buried structures, wells, debris, or unidentified areas of impacted soil are encountered during construction activities. • Protocols to evaluate the quality of soil suspected of being contaminated so that appropriate mitigation, disposal or reuse alternatives, if necessary, can be determined. • Procedures to evaluate and document the quality of any soil imported to the Site.	Prior to issuance of grading and building permits.	Project Applicant	City of Milpitas Building Safety Department

Mitigation Measure	Monitoring Phase and Monitoring Actions	Implementing Party	Enforcement and Monitoring Entity
- Soil containing chemicals exceeding residential (unrestricted use) screening levels or typical background concentrations of metals should not be accepted. - Methods to monitor excavations for the potential presence of volatile chemical vapors.			
Impact - Transportation			
MM TRA-1: Prior to project construction initiation, the respective Applicants shall prepare a Traffic Management Plan (TMP) for approval by the City Traffic Engineer. The TMP shall specify that one direction of travel in each direction on adjacent roadways must always be maintained during project construction activities. If full lane closures are required and one direction of travel in each direction cannot be maintained, the TMP shall identify planned detours. The TMP shall include measures such as construction signage, limitations on timing for lane closures to avoid peak hours, temporary striping plans, and use of construction flag person(s) to direct traffic during heavy equipment use. The TMP shall include signage, lane closures, flag persons, etc., and shall specify that one lane of travel in each direction shall be maintained along City rights-of-way. Bicycle lanes and pedestrian sidewalks shall remain open and accessible, to the greatest extent feasible, during construction or shall be re-routed to ensure continued connectivity. Lastly the TMP shall detail plans that the Applicant would take to ensure that the Project Site would provide adequate emergency access. The TMP shall be incorporated into project specifications for verification prior to final plan approval.	Prior to grading and building permit issuance.	Project Applicant	City of Milpitas Building Safety Department City of Milpitas Engineering Department

CITY OF MILPITAS

1355 California Circle Project Final Environmental Impact Report

Prepared by:

**IMPACT
SCIENCES**

811 W. 7th Street
Suite 200
Los Angeles, CA 90017

Prepared for:

City of Milpitas
Planning & Neighborhood Services
455 E. Calaveras Boulevard
Milpitas, CA 95035

September 2023



CITY OF MILPITAS
1355 CALIFORNIA CIRCLE PROJECT
Final Environmental Impact Report

Prepared for:

City of Milpitas
Planning Department
455 E. Calaveras Boulevard
Milpitas, California 95035

Prepared by:

Impact Sciences, Inc.
811 W. 7th Street, Suite 200
Los Angeles, California 90017

September 2023

TABLE OF CONTENTS

Section	Page
1.0 Introduction	1.0-1
2.0 Corrections and Additions.....	2.0-1
3.0 Responses to Comments.....	3.0-1
4.0 Mitigation Monitoring Program.....	4.0-1
5.0 List of Preparers and Persons Consulted	5.0-1

Appendix

3.9 Stormwater and Water Quality Analysis

List of Tables

Table	Page
3.0-1 List of Commenters on the DEIR.....	3.0-2
4.0-1 Mitigation Monitoring Program Matrix	4.0-2

1.0 INTRODUCTION

This Final Environmental Impact Report ('Final EIR' or 'FEIR') has been prepared by the City of Milpitas (City) for the proposed residential development project located at 1355 California Circle (referred to as the 'Project'). This FEIR complies with the requirements of the California Environmental Quality Act (CEQA) statutes (Cal. Pub. Res. Code, Section 21000 et. seq.) and implementing guidelines (Cal. Code Regs., Title 14, Section 15000 et. seq.) (the "State CEQA Guidelines").

1.1 CEQA REQUIREMENTS

Before approving a project that may cause a significant environmental impact, CEQA requires the lead agency to prepare and certify a FEIR. According to the *State CEQA Guidelines*, Section 15132, the FEIR shall consist of:

1. The Draft EIR (DEIR) or a revision of the DEIR;
2. Comments and recommendations received on the DEIR, either verbatim or in summary;
3. A list of persons, organizations, and public agencies commenting on the DEIR;
4. The responses of the lead agency to significant environmental points raised in the review and consultation process; and
5. Any other information added by the lead agency.

As shown, under the *State CEQA Guidelines*, the FEIR includes the DEIR as well as the other items listed. For purposes of clarity, the term "Final EIR" in this document refers to everything contained in this document and not the DEIR. The term "EIR" in this document refers to the FEIR and the DEIR.

1.2 PUBLIC REVIEW PROCESS

At the outset of the environmental review process, the City prepared a Notice of Preparation (NOP) for the Project (State Clearinghouse No. 2022110251). The NOP was published and distributed to the State Clearinghouse, trustee agencies, responsible agencies, and other interested parties for a 30-day public review period from November 14, 2023, to December 14, 2022. A public scoping meeting was held on November 30, 2022. The Draft EIR was circulated for a 45-day public review period July 7, 2023, to August 21, 2023.

1.3 CONTENT OF THE FEIR

As discussed above, the primary intent of the FEIR is to provide a forum to air and address comments pertaining to the analysis contained within the DEIR. Pursuant to Section 15088 of the *State CEQA Guidelines*, the City has reviewed and addressed all comments raising environmental issues on the DEIR, which the City received by the comment period deadline. Included in the FEIR are all the written comments that were submitted during the public comment period.

To adequately address the comments provided by interested agencies and the public in an organized manner, this FEIR includes the following chapters and appendices:

- **Section 1.0, Introduction.** This chapter summarizes the contents of the FEIR and the environmental review process.
- **Section 2.0, Corrections and Additions.** This chapter provides a list of changes that were made to the DEIR. These revisions are shown in strikeout and additions are shown in underline text.
- **Section 3.0, Responses to Comments.** The City received three comment letters during the DEIR public review period. Of these, one letter is directed exclusively at the Project rather than the DEIR. This chapter contains summaries of these comment letters and the City's responses to those comments that raise significant environmental points. A list of individuals, organizations, and public agencies commenting on the DEIR is provided. All comment letters, including those that did not raise significant environmental points, are included in **Section 3.0 Responses to Comments**.

In addition, the City received two comment letters after the DEIR public review period. Under CEQA, a lead agency is required to consider comments on the DEIR and to prepare a written response, if a comment is received within the public comment period. (Pub. Resources Code, § 21091, subd. (d); *CEQA Guidelines*, § 15088.) When a comment letter is received after the close of the public comment period, however, a lead agency does not have an obligation to respond. (Pub. Resources Code, § 21091, subd. (d)(1); Pub. Resources Code, § 21092.5, subd. (c) ("Nothing in this section requires the lead agency to respond to comments not received within the comment periods specified in this division, to reopen comment periods, or to delay acting on a negative declaration or environmental impact report.").) Although a lead agency is not required to respond to late comments, it may choose to do so. (*Gray v. County of Madera* (2008) 167 Cal. App. 4th 1099, 1110 (Gray), citing Pub. Resources Code, § 21091, subd. (d)(1); *CEQA Guidelines*, § 15088; *Gilroy Citizens for Responsible Planning v. City of Gilroy* (2006) 140 Cal.App.4th 911, 925, fn. 10 (Gilroy Citizens).)

- **Section 4.0, Mitigation Monitoring Program.** This chapter includes the Mitigation Monitoring Program (MMP) prepared in compliance with the requirements of Section 21081.6 of the California Public Resources Code and Section 15091(d) and 15097 of the *State CEQA Guidelines*.

1.4 REVIEW AND CERTIFICATION OF THE FEIR

Consistent with CEQA (Public Resource Code Section 21092.5), responses to agency comments are being forwarded to each commenting agency prior to certification of the FEIR. In addition, responses are also being distributed to all commenters via email. The FEIR can be downloaded at:

<https://www.milpitas.gov/379/Environmental-Documents-CEQA>

1.5 SUMMARY OF THE PROPOSED PROJECT

The Project is comprised of five (5) seven-plex townhomes, eight (8) twelve-plex townhomes, and an apartment building. The Project would provide a total of 206 multi-family housing units:

- Seven-Plex Townhomes: 35 dwelling units.
- Twelve-Plex Townhomes: 96 dwelling units.
- Apartment Building: 75 dwelling units

1.5.1 Proposed Townhomes

The proposed seven-plex and twelve-plex townhomes would be located next to each other and would encompass the majority of the Project Site.

Seven-Plex Townhomes

The Project would construct five three-storied townhome buildings containing seven units per building for a total of 35 dwelling units. All 35 dwelling units would be offered as “market rate” for sale units, ranging in size between 1,534 and 1,850 square feet. The seven-plex townhomes would encompass building numbers 1 through 5. Buildings 1 and 2 would have frontage onto California Circle. The seven-plex townhomes would have a total gross floor area of 16,954 square feet. These townhomes would utilize four different floor plans that consist of three and four-bedroom units, each varying in size and garage type.

Twelve-Plex Townhomes

The Project would also construct eight four-storied townhome buildings containing twelve units per building for a total of 96 dwelling units. All 96 dwelling units would be offered as “market rate” for sale

units, ranging in size from 1,518 to 2,175 square feet. The twelve-plex townhomes would encompass building numbers 6 through 13. The townhomes would have a total gross floor area of 28,677 square feet. Additionally, the twelve-plex townhomes would utilize seven different plans that consist of predominantly three-bedroom units with either two or three bathrooms. A portion of these units have an option to create a fourth bedroom loft.

The twelve-plex townhomes would range in size between 1,518 and 2,175 square feet. Approximately 14 units of the twelve-plex townhomes are adaptable multi-story dwelling units on an accessible route that complies with the California Building Code (CBC).

1.5.2 Proposed Apartment Complex

The Project would develop a six-story apartment complex and associated parking facilities at the northeastern corner of the Project Site; refer to **Figure 2.0-5, Apartment Site Plan**, of the DEIR. The proposed apartment building would be located within the northeastern corner of the Project Site. Plans for the apartment building would range between studios to two-bedroom units. The proposed apartment complex would provide 75 units that would be offered at “below market rate” (BMR) rental prices. It is anticipated that, of the 75 BMR units, a minimum of 20 units would be offered at the City’s established “low-income rental rate”, while the remaining 55 units would be offered at a “moderate rental rate” (MRR) rental prices. The proposed apartment complex would have a gross floor area of approximately 66,844 square feet, and a floor area ratio of 1.63. The ground floor, level R0, would be reserved for 60 covered parking spaces, an apartment leasing office, and maintenance rooms. Starting at the second floor of the building, levels R1 through R5 would consist of several studios, one bedroom, and two-bedroom units that range in size between 411 to 840 square feet.

1.5.3 Project Objectives

In accordance with *State CEQA Guidelines* Section 15124, the specific project objectives identified below support the underlying purpose of the Project, assist the City as Lead Agency in developing a reasonable range of alternatives to evaluate in this EIR, and will ultimately aid the decision maker in preparing findings and overriding considerations, if necessary.

The objectives of the Project are as follows:

- Increase affordable housing opportunities, including housing designated for all Milpitas Unified School District staff, and help meet the City’s Regional Housing Needs Allocation (RHNA);

- Redevelop underutilized and vacated land; and
- Implement sustainable building practices to showcase energy efficiency and low water use.

1.6 SUMMARY OF THE PROPOSED PROJECT IMPACTS

Section 15382 of the *State CEQA Guidelines* defines a significant impact on the environment as “a substantial, or potentially substantial, adverse change in any of the physical conditions within an area affected by the project, including land, air, water, flora, fauna, ambient noise, and objects of historic or aesthetic significance.” To approve a project with significant and unavoidable impacts, the lead agency must adopt a written Statement of Overriding Considerations (in accordance with Section 15093 of the *State CEQA Guidelines*) demonstrating that the decisionmaker has found that on balance the benefits of approving the Project outweigh the negative environmental consequences.

Impacts found to be significant and unavoidable are the Project and cumulative impacts to aesthetics, specifically to the existing scenic vistas that surround the Project Site. Impacts found to be potentially significant but able to be reduced to less than significant with the imposition of proposed mitigation include habitat modifications, movement of native animal species, archaeological resources, tribal resources, paleontological resources, transportation regulations, and emergency access.

2.0 CORRECTIONS AND ADDITIONS

As required by California Environmental Quality Act (CEQA) Guidelines Section 15088, this chapter provides corrections or clarifications of certain statements in the Draft Environmental Impact Report (DEIR). The correction(s) and/or addition(s) do not constitute significant new information, because none of the defined criteria in 15088.5(a) would be met, including that the correction(s) or addition(s) would not result in new significant impacts or a substantial increase in the severity of any impact already identified in the DEIR. Specifically, Section 15088.5(a) defines significant new information which requires recirculation to be any of the following:

1. A new significant environmental impact would result from the project or from a new mitigation measure proposed to be implemented.
2. A substantial increase in the severity of an environmental impact would result unless mitigation measures are adopted that reduce the impact to a level of insignificance.
3. A feasible project alternative or mitigation measure considerably different from others previously analyzed would clearly lessen the environmental impacts of the project, but the project's proponents decline to adopt it.
4. The DEIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded.

Corrections or information has been added to the DEIR pursuant to *State CEQA Guidelines* Section 15132, as part of the preparation of the Final EIR (FEIR). Additions to the text of the DEIR are shown by underline and deletions from the text of the DEIR are shown by strikethrough unless otherwise described. Where mitigation measures are replaced or revised, the replacement or revised measures are listed under the relevant impact section; however, the revisions also apply to mitigation measures listed in the Executive Summary. As noted above, the following corrections and additions included herein involve minor modifications that clarify or amplify information contained in the DEIR and none would result in new or more severe significant impacts from those identified in the DEIR impact analysis or conclusions.

2.0 Project Description

Page 2.0-5 – Revise the first bullet point under “2.4 Objectives of the Proposed Project” to read as follows:

- Increase affordable housing opportunities, including housing designated for ~~teachers~~ all Milpitas Unified School District staff, and help meet the City’s Regional Housing Needs Allocation (RHNA);

3.3 Biological Resources

Page 3.3-13 – Revise the first paragraph under “3.3.1.3 Sensitive Plant Communities” to read as follows:

Except for the existing adjacent storm drain channel west of the Project Site, there are no riparian habitats in the Project Site or its immediate vicinity.⁹ ~~Additionally, The adjacent storm drain channel is not an identifiable jurisdictional waters or wetlands. Rather, the channel is identified as a Riverine Habitat R4SBAx, which is characterized as a man-made storm channel that serves a larger deepwater system and contains surface water for brief periods of time. However, the Riverine includes all wetlands within the channel. Thus, the adjacent channel may be considered as a jurisdictional Waters of the United States and is thereby considered a jurisdictional Waters of the State.~~

Page 3.3-23 – Revise the paragraphs under “3.3.5 Impact BIO-2” to read as follows:

There are no natural hydrologic features that are present on-site. As mentioned above, there are no riparian habitats within the Project Site or in its immediate vicinity. There is an existing storm drain channel, located west of the Project Site. ~~However, As discussed in Section 3.3.1.3, Sensitive Plant Communities, the storm drain channel is not identified as a Riverine Habitat R4SBAx and is considered to be an identifiable jurisdictional waters or wetlands. Rather, the channel is identified as a Riverine Habitat R4SBAx, which is characterized as a man-made storm channel that serves a larger deepwater system and contains surface water for brief periods of time. Furthermore~~ However, the Project’s drainage plan and compliance with the National Pollutant Discharge Elimination System permit will ensure that the channel would not be disturbed by Project construction or operation activities (see Appendix 3.9 Stormwater and Water Quality Analysis). Although Coyote Creek is located approximately 630 feet west of the Project Site, developed properties and I-880 serve as a barrier between the riverine and the Project Site. Thus, Project implementation would have less than significant impacts on ~~en~~ to the riverine.

As shown in **Table 3-2, Summary of the Potentially Occurring Special-Status Plant and Animal Species**, one natural community has historically been observed within the same USGS Quadrangle as the Project Site: the Northern Coastal Salt Marsh. However, the Project Site is a developed property with minimal non-native vegetation and is not adjacent to a bay, harbor, or inlet. Thus, the Project Site would not provide a suitable habitat for the natural community.

In conclusion, the Project would not have a substantial adverse effect on any riparian habitat or other sensitive natural community, and ~~no less than significant~~ impacts would occur.

Significance Before Mitigation

~~No Less than Significant~~ Impact.

Mitigation Measures

No mitigation measures are required.

Significance After Mitigation

~~No Less than Significant~~ Impact.

Page 3.3-24 – Revise the paragraphs under “3.3.5 Impact BIO-3” as follows:

As discussed above, the Project Site is developed and located within an urbanized area of Milpitas. ~~Additionally, the Project Site does not contain any natural hydrologic or drainage features. Although the Project Site is adjacent to a channelized Waters of the State, the channel would not be disturbed by the Project. Further, there no State or Federally protected wetlands on site.~~ Therefore, Project implementation would not have a substantial adverse effect on state or federally protected wetlands. ~~No Less than Significant~~ impacts to protected wetlands would occur.

Significance Before Mitigation

~~No Less than Significant~~ Impact.

Mitigation Measures

No mitigation measures are required.

Significance After Mitigation

~~No Less than Significant~~ Impact.

3.9 Hydrology and Water Quality

Page 3.9-1 – Revise the third paragraph under “3.9.1.1 Watershed” as follows:

Watersheds

The City of Milpitas is located within the Coyote Watershed,¹ the largest watershed in Santa Clara County (County) encompassing approximately 322 square miles.² Coyote Creek, the main waterway for the watershed, is the longest creek in the County. The Coyote Watershed is home to the Penitencia Water Treatment Plant, which provides drinking water for 270,000 residential and commercial users.³ An existing storm drain channel is located immediately west of the Project Site.

Page 3.9-14 – Revise the second paragraph under “3.9.2.3 Regional” as follows:

~~Santa Clara Valley Water District Comprehensive Water Resources Management Plan~~ Valley Water's One Water Plan

~~The SCVWD's Comprehensive Water Resources Management Plan is organized in the following elements: Water Supply, Natural Flood Protection, and Water Resources Stewardship. Each element includes an informational overview that describes overarching goals and related objectives on a broad level and places them in a countywide context. At the heart of the plan are the goals, objectives, and strategies that serve as the district's framework and provide information for partner agencies. The SCVWD is involved in water management at varying levels of involvement. In some instances, it plays a primary role; in others, the district collaborates with other agencies and/or partners; in still other cases, the SCVWD serves as an informational resource and public advocate. The Comprehensive Water Resources Management Plan clarifies these degrees of involvement.~~ Valley Water's One Water Plan is a long range integrated water resources master plan that includes goals for Water Supply, Natural Flood Protection, and Environmental Stewardship. This planning effort acts as Valley Water's flood management plan and stream stewardship plan, while also providing a nexus to water supply planning. Each One Water goal is described in terms of measurable objectives and priority actions on a per watershed basis. One Water's five watershed plans (1 complete, 2 pending, 2 to be developed) will identify those actions needed to improve watershed health and water resources management throughout Santa Clara County. Much of the work needed can only be accomplished through partnerships with local government and non-profit organizations.

Page 3.9-14 – Revise the third paragraph under “3.9.2.3 Regional” as follows:

Santa Clara Valley 2016 ~~Groundwater Management Plan~~ 2021 Groundwater Management Plan

The SCVWD’s Groundwater Management Plan (GWMP) describes the District’s comprehensive groundwater management framework, including existing and potential actions to achieve basin sustainability goals and ensure continued sustainable groundwater management. The GWMP covers the Santa Clara and Llagas subbasins, located entirely in Santa Clara County. The SCVWD’s prior Groundwater Management Plan was adopted by the Board in 2012 and described the District’s comprehensive groundwater management framework, including basin management objectives, strategies, groundwater management programs, and outcome measures. The 2016 GWMP updates and expands on technical information in the 2012 GWMP and is prepared as an alternative to a Groundwater Sustainability Plan under the Sustainable Groundwater Management Act (SGMA). In addition, the District prepared a five-year groundwater management plan as required by the Sustainable Groundwater Management Act.

Page 3.9-20 – Revise the paragraphs under “3.9.5 Impact HYD-1, Operation” as follows:

The proposed Drainage Plan under the Project would divide the Project Site into 38 drainage management areas (DMAs, see **Appendix 3.9, Stormwater and Water Quality Analysis** for the complete drainage plan of the Project). As discussed in **Appendix 3.9**, the majority of these drainage areas would be LID treated using bio-treatment basins, while one DMA is considered to be a self-retaining drainage area. In recognition of the potential for development to cause potential stormwater pollutant impacts, the Project would be required to implement Source Control and Treatment Control BMPs to reduce the discharge of pollutants to the maximum extent practicable. These control BMPs would include buildings with disconnected downspouts, self-retaining areas, beneficial landscaping, inlets with flows-to-bay labels, pavement sweeping, catch basin cleaning, and good housekeeping. These BMPs, as well as the proposed bio-treatment basins would be designed in. ~~Treatment Control BMPs would also be required to be incorporated into the design of onsite storm drain systems to treat runoff in~~ accordance with the Standard Urban Water Mitigation Plan (SUSMP) standards ~~and as required by the City.~~

Chapter 16 of the City’s Municipal Code provides regulations and gives legal effect to certain requirements of the Waste Discharge Requirements and National Pollutant Discharge Elimination System permit for the discharge of stormwater runoff from the City’s municipal separate storm

sewer (MS4), issued by the California Regional Water Quality Control Board, San Francisco Region to the City of Milpitas. These regulations include the following:

- Section XI-16-5 makes it unlawful to discharge non-stormwater or contaminated stormwater into any City storm drain or watercourse.
- Section X-16-6 requires regulated projects to design and construct Low Impact Development source control, site design, and stormwater treatment measures in order to reduce water quality impacts of urban runoff from the entire project site for the life of the project.
- Section XI-16-7 requires that property owners, its administrators, or any other persons, including homeowners' associations, take the necessary actions to ensure that permanent stormwater treatment measures are properly maintained so that they continue to operate as originally designed and approved for the life of the development.

As shown in Project's Drainage Plan, **Appendix 3.9**, the Project would reduce the existing on-site impervious surface area from 224,153 square feet to 207,849 square feet of impervious area. Accordingly, the Project would increase the existing on-site from 67,395 square feet to 83,669 square feet, providing additional area for rainfall to naturally infiltrate rather than produce stormwater discharge. Lastly, implementation of the proposed treatment basins would provide more than 1,000 square feet of treatment than what is required under City standards.

Implementation of these site-specific source control and treatment control BMPs would be in accordance with Chapter 16 of the City code and the County construction and Santa Clara Valley stormwater management codes policies, ~~and the SWMP would reduce these potential impacts related to stormwater quality.~~ Furthermore, these BMPs would be implemented in accordance with regional and local regulatory requirements, including the MRP. ~~Because the Project would not violate any water quality or waste discharge requirements. Therefore,~~ impacts would be less than significant.

Page 3.9-21 – Revise the first and second paragraph under “3.9.5 Impact HYD-2” as follows:

~~Groundwater levels are managed by the California Department of Water Resources to maintain a safe operating yield of groundwater, which includes a sustainable pumping rate that does not exceed the total recharge into the basin. Further, the SCVWD's Groundwater Management Plan describes the District's comprehensive groundwater management framework, including existing and potential actions to achieve basin sustainability goals and ensure continued sustainable groundwater management.~~

As discussed above, Tthe Project would reduce the result in comparable amounts of impervious surfaces and increase the pervious surfaces on-site as compared to existing conditions. Further, the Project Site is not located within a local groundwater recharge area and no groundwater extraction would occur as part of the Project.

Page 3.9-23 – Revise the second paragraph under “3.9.5 Impact HYD-3, Operation” as follows:

The Project would implement a new on-site drainage system that would be LID and include the use of bio-treatment basins (see **Appendix 3.9**). These bio-treatment basins would be designed to be consistent with local and regional drainage requirements. ~~The Project is not anticipated to substantially change the drainage patterns within the Project Site. At completion, the Project Site would be developed with buildings, landscaped areas, roads, and other hardscape improvements; no bare areas of soil would be left vulnerable to erosion.~~ Chapter 16 of the City’s Municipal Code provides regulations and gives legal effect to certain requirements of the Waste Discharge Requirements and National Pollutant Discharge Elimination System permit for the discharge of stormwater runoff from the City’s municipal separate storm sewer (MS4), issued by the California Regional Water Quality Control Board, San Francisco Region to the City of Milpitas. These regulations include Section XI 16-5 through Section XI-16-7, as detailed above. Compliance with existing State and local regulations would ensure impacts are reduced and impacts would be less than significant.

Page 3.9-24 – Revise the first paragraph under “3.9.5 Impact HYD-3, Stormwater Drainage Systems” as follows:

Storm water runoff is influenced by rainfall intensity, ground surface permeability, watershed size and shape, and physical barriers. In addition, paved surfaces and drainage conduits can accelerate the velocity of runoff, concentrating peak flows in downstream areas faster than under natural conditions. Significant increases to runoff and peak flow could overwhelm drainage systems and alter flood elevations in downstream locations. Increased runoff velocity can promote scouring of existing drainage facilities, reducing system reliability, and safety. The Project would decrease the number and area of impervious surfaces and increase the number and area of pervious surfaces on-site compared to the existing conditions result in comparable amounts of impervious surfaces as existing conditions. Therefore, the Project is not anticipated to increase demand for the existing stormwater drainage systems. Impacts would be less than significant.

Page 3.9-24 – Revise the third paragraph under “3.9.5 Impact HYD-3, Surface Flows” as follows:

~~During operation of the Project, much of the site would remain impervious (similar to existing conditions). Compared to existing conditions, implementation of the Project would result in a reduction in impervious surfaces due to the presence of parking areas, walkways, hardscape, and building roofs and roadways.~~ Landscaped areas of the Project would introduce opportunities for infiltration of stormwater runoff and roof discharges, thereby minimizing potential impacts associated with stormwater runoff exiting the area, and potentially improving conditions compared to existing conditions. For these reasons, potential impacts to drainage pattern alterations, including how drainage pattern alterations could affect surface water runoff, erosion/siltation, flooding, and stormwater conveyance facilities would be less than significant.

3.10 Land Use and Planning

Page 3.10-2 – Revise the second paragraph under “3.10.1.1 On-Site Land Uses” as follows:

Consistent with the new General Plan NCMU land use designation, the Project Site and adjacent parcels will be rezoned to Mixed Use (MXD) to allow a multifamily residential development with a density of 21 to 30 units per acre. Other parcels in the California Circle area will be rezoned ~~MXD Mixed Use~~ to the newly created Neighborhood Commercial Mixed Use (NCMU), consistent with current land uses and the NCMU designation under the General Plan.

Appendix 3.14, Transportation Analysis

Page 1 – Revise the third paragraph under “Scope of Study” as follows:

- California Circle and I-880 NB Ramps (South of Dixon Landing Road)
- California Circle and Dixon Landing Road (North of Dixon Landing Road)
- Dixon Landing Road and Milmont Drive

3.0 RESPONSES TO COMMENTS

This section includes comments received during the circulation of the Draft Environmental Impact Report (“DEIR” or “Draft EIR”) prepared for the 1355 California Circle Project (hereafter referred to as “Project”). The comment letters were submitted to the City of Milpitas by public agencies and private citizens. Responses to written comments received have been prepared to address the environmental concerns raised by the commenters and to indicate where and how the Draft EIR addresses pertinent environmental issues. Any changes made to the text of the DEIR correcting information, data, or intent, other than minor typographical corrections or minor working changes, are noted in **Section 2.0, Corrections and Additions**.

The DEIR was submitted to the State Clearinghouse Office of Planning and Research and circulated for 45-day public review, beginning on July 07, 2023, and ending on August 21, 2023.

The City received three comment letters during the DEIR public review period. Of these, one letter is directed exclusively at the logistics of proposed discretionary approvals of the Project rather than the DEIR. A list of commenters on the DEIR is shown in **Table 3.0-1, List of Commenters on the DEIR**.

The City also received two additional comment letters after the DEIR public review period. While the City is not obligated to respond, the City may choose to do so.

The original bracketed comment letters are provided followed by a numbered response to each bracketed comment. Individual comments within each letter are numbered and the response is given a matching number. For the letters that pertain to the DEIR, each separate DEIR comment, if more than one, has been assigned a number. The responses to each DEIR comment identify first the number of the comment letter, and then the number assigned to each issue (Response 1-1, for example, indicates that the response is for the first issue raised in comment Letter No. 1).

Table 3.0-1
List of Commenters on the DEIR

Letter Number	Organization	Commenter Name	Comment Date	Response Page Number
1	California Department of Transportation, District 4	Laurel Sears	August 18, 2023	3.0-6
2	San Francisco Bay Regional Water Quality Control Board	Brian Wines	July 14, 2023	3.0-9
3	True Life Companies	Leah Beniston	July 19, 2023	3.0-17
Comments Received After the DEIR Public Review Period				
4	California Department of Transportation, District 4	Yunsheng Luo	September 12, 2023	3.0-20
5	Santa Clara Valley Water District	Jason Miguel	September 11, 2023	3.0-25

3.1 RESPONSES TO COMMENTS RECEIVED ON THE DRAFT PEIR

The original bracketed comment letters and numbered responses are provided on the following pages. Individual comments within each letter are numbered and the response is given a matching number.

California Department of Transportation

DISTRICT 4
OFFICE OF REGIONAL AND COMMUNITY PLANNING
P.O. BOX 23660, MS-10D | OAKLAND, CA 94623-0660
www.dot.ca.gov



August 18, 2023

SCH #: 2022110251
GTS #: 04-SCL-2022-01215
GTS ID: 28215
Co/Rt/Pm: SC/880/10.006

Lillian VanHua, Senior Planner
City of Milpitas
455 E. Calaveras Boulevard
Milpitas, CA 95035

Re: Pulte Homes Residential Development at 1355 California Circle – Draft Environmental Impact Report (DEIR)

Dear Lillian VanHua:

Thank you for including the California Department of Transportation (Caltrans) in the environmental review process for the Pulte Homes Residential Development at 1355 California Circle. We are committed to ensuring that impacts to the State's multimodal transportation system and to our natural environment are identified and mitigated to support a safe, sustainable, integrated and efficient transportation system.

The Local Development Review (LDR) Program reviews land use projects and plans to ensure consistency with our mission and state planning priorities. The following comments are based on our review of the July 2023 DEIR.

Project Understanding

The proposed project would demolish the existing vacant office building and replace it with a residential townhome development with up to two hundred and six (206) new units on a 6.69-acre site located at 1355 California Circle.

Travel Demand Analysis

With the enactment of Senate Bill (SB) 743, Caltrans is focused on maximizing efficient development patterns, innovative travel demand reduction strategies, and multimodal improvements. For more information on how Caltrans assesses Transportation Impact Studies, please review Caltrans' Transportation Impact Study Guide ([link](#)).

1

2

Caltrans commends the Lead Agency regarding the reduced Vehicle Miles Traveled (VMT) generation for the proposed land use stated in the Transportation Analysis. The project VMT analysis and significance determination are undertaken in a manner consistent with the Office of Planning and Research's (OPR) Technical Advisory. This project supports the State's goals to reduce greenhouse gas emissions and improve multimodal transportation options for land use development.

2

Pedestrian and Bicycle Planning

Based upon the project's location adjacent to Interstate-880, Caltrans supports the proposed bicycle and pedestrian recommendations in Section 2.0, Project Description that recommend new pedestrian walkways on-site and would provide bike racks for residents. To be consistent with Policy CD 2-7 of the Community Design Element stated in the DEIR, Caltrans recommends any short or long term bike parking should provide safe and secure bicycle storage in compliance with the Federal Highway Administration(FHWA)- Bicycle Parking & Storage ([link](#)). Any proposed sidewalk improvements within the State Right of Way must be consistent with the Highway Design Manual (HDM).

3

Transportation Impact Fees

Please identify project-generated travel demand and estimate the costs of transit and active transportation improvements necessitated by the proposed project; viable funding sources such as development and/or transportation impact fees should also be identified. We encourage a sufficient allocation of fair share contributions toward multi-modal and regional transit improvements to fully mitigate cumulative impacts to regional transportation. We also strongly support measures to increase sustainable mode shares, thereby reducing VMT.

4

Utilities

Any utilities that are proposed, moved or modified within Caltrans' Right-of-Way (ROW) shall be discussed. If utilities are impacted by the project, provide site plans that show the location of existing and/or proposed utilities. These modifications require a Caltrans-issued encroachment permit.

5

Lead Agency

As the Lead Agency, the City of Milpitas is responsible for all project mitigation, including any needed improvements to the State Transportation Network (STN). The project's fair share contribution, financing, scheduling, implementation responsibilities and lead agency monitoring should be fully discussed for all proposed mitigation measures.

6

Equitable Access

If any Caltrans facilities are impacted by the project, those facilities must meet American Disabilities Act (ADA) Standards after project completion. As well, the

7

project must maintain bicycle and pedestrian access during construction. These access considerations support Caltrans' equity mission to provide a safe, sustainable, and equitable transportation network for all users.

7

Encroachment Permit

Please be advised that any permanent work or temporary traffic control that encroaches onto Caltrans' ROW requires a Caltrans-issued encroachment permit. As part of the encroachment permit submittal process, you may be asked by the Office of Encroachment Permits to submit a completed encroachment permit application package, digital set of plans clearly delineating Caltrans' ROW, digital copy of signed, dated and stamped (include stamp expiration date) traffic control plans, this comment letter, your response to the comment letter, and where applicable, the following items: new or amended Maintenance Agreement (MA), approved Design Standard Decision Document (DSDD), approved encroachment exception request, and/or airspace lease agreement. Your application package may be emailed to D4Permits@dot.ca.gov.

8

To obtain information about the most current encroachment permit process and to download the permit application, please visit Caltrans Encroachment Permits ([link](#)).

Thank you again for including Caltrans in the environmental review process. Should you have any questions regarding this letter, please contact Marley Mathews, Transportation Planner via LDR-D4@dot.ca.gov.

For future early coordination opportunities or project referrals, please contact LDR-D4@dot.ca.gov.

Sincerely,



LAUREL SEARS
Acting District Branch Chief
Local Development Review

c: State Clearinghouse

Letter 1 **California Department of Transportation**
Laurel Sears, Acting District Branch Chief
P.O. BOX 23660, MS-10D
Oakland, CA 94623-0660
August 18, 2023

Response 1-1

The comment provides an introduction to California Department of Transportation's (Caltrans) detailed comments, which are addressed below. The comment also provides an overview of the Project. This comment is noted. No further response is required.

Response 1-2

The commenter concurs with the Project's VMT analysis and significance determination methodology. The commenter states that the Project would support the State's goals to reduce greenhouse gas emissions and improve multimodal transportation options for land use development. This comment is noted. No further response is required.

Response 1-3

The commenter supports the proposed bicycle and pedestrian facilities included in the Project. Caltrans recommends that any short- or long-term bike parking include safe and secure bicycle storage, and any proposed sidewalk improvements under the Project be consistent with the Highway Design Manual (HDM). As discussed in **Section 2.0, Project Description**, the Project would provide on-site bicycle storage in the form of bike racks and are subject to design review and approval as part of the Project's site plan review by the City. No sidewalk improvements are proposed under the Project.

Response 1-4

The commenter requests the identification of the project-generated travel demand for transit and active transportation improvements, as well as the appropriate development and/or transportation impact fees for the Project. The estimated costs of transit necessitated by the Project and any transportation impact fees or developer fees will be determined by the City prior to the issuance of construction and building permits. Thus, the determination of the Project's development and/or transportation impact fees is beyond the scope of the Project's CEQA analysis. This comment is noted. No further response is required.

Response 1-5

The commenter requires any utilities within Caltrans' Right-of-Way (ROW) to be noted within the DEIR. The Project does not include any off-site utility lines located within Caltrans ROW.

Response 1-6

The commenter identifies the City of Milpitas, as the Lead Agency, as the responsible party for any improvements to the State Transportation Network. This comment is noted. No further response is required.

Response 1-7

The commenter requires all Caltrans facilities that are impacted by the Project to meet American Disabilities Act (ADA) Standards after Project completion and recommends that the existing bicycle and pedestrian access to be maintained during construction. As stated in Response 1-6, the Project would not impact existing facilities within Caltrans ROW. As discussed in **Section 4.14, Transportation**, of the DEIR, Project operations would not significantly impact the existing off-site bicycle and pedestrian facilities. Rather, the Project would introduce new bicycle facilities within the Project Site, including bike racks. However, construction activities associated with the Project may result in partial lane closures for bicyclists and sidewalk closures for pedestrians. Implementation of **Mitigation Measure MM TRA-1** would require bicycle lanes and pedestrian sidewalks to remain open and accessible, to the greatest extent feasible, during construction or shall be re-routed to ensure continued connectivity. Implementation of **MM TRA-1** would be consistent with Caltrans' equity mission.

Response 1-8

The commenter advises to obtain a Caltrans-issued encroachment permit prior to any encroachment onto Caltrans ROW. The commenter further provides additional details regarding Caltrans' encroachment permit application materials. Project-related permitting activities will occur after the City Council's approval of the Project and prior to the initiation of construction activities. Nevertheless, requirements related to the issuance of encroachment permits are beyond the scope of the Project's CEQA analysis. This comment is noted. No further response is required.



San Francisco Bay Regional Water Quality Control Board

July 14, 2023

Sent via electronic mail: No hardcopy to follow

City of Milpitas, Planning Department
ATTN: Lillian VanHua, Senior Planner (planningdepartment@milpitas.gov)
455 East Calaveras Boulevard
Milpitas, CA 95035

Subject: San Francisco Bay Regional Water Quality Control Board Comments on the *Draft Environmental Impact Report for the Pulte Homes Residential Development at 1355 California Circle*, City of Milpitas Santa Clara County, California
SCH No. 2022110251

Dear Ms. VanHua:

San Francisco Bay Regional Water Quality Control Board (Water Board) staff appreciates the opportunity to review the *Draft Environmental Impact Report for the Pulte Homes Residential Development at 1355 California Circle* (DEIR). The DEIR evaluates the potential environmental impacts associated with implementing the Pulte Homes Residential Development at 1355 California Circle Project (Project). The Project Site is located at 1355 California Circle between Interstate 880 (I-880) and California Circle. The 6.69-acre Project Site is located in the northwestern portion of the City of Milpitas. The Project site is bound by commercial and industrial uses to the north, multi-family residential uses and a religious assembly use to the east, a vacant industrial parcel to the south, and I-880 to the west. A City-owned storm drain channel is also located immediately west, between the Project Site and I-880. The Project is comprised of five seven-plex townhomes, eight twelve-plex townhomes, and an apartment building. The Project would provide a total of 206 multi-family housing units. We have the following comments on the Project's potential impacts to waters of the State.

Summary

As is discussed below, the DEIR does not provide sufficient information to determine if the storm drain channel is a jurisdictional water of the State. If the channel is determined to be a water of the State, the DEIR should be revised to include an alternatives analysis for proposed impacts to the channel and specific mitigation measures for any unavoidable impacts to the channel.

1

2

JAYNE BATTEY, CHAIR | EILEEN WHITE, EXECUTIVE OFFICER

1515 Clay St., Suite 1400, Oakland, CA 94612 | www.waterboards.ca.gov/sanfranciscobay

Comment 1. The Project site may contain a jurisdictional water of the State.

The discussion of Biological Resources in Section 3.3 of the DEIR includes the following text in the discussion of Impact BIO-2:

There are no natural hydrologic features that are present on-site. As mentioned above, there are no riparian habitats within the Project Site or in its immediate vicinity. There is an existing storm drain channel, located west of the Project Site. However, the storm drain channel is not an identifiable jurisdictional waters or wetlands. Rather, the channel is identified as a Riverine Habitat R4SBAx, which is characterized as a manmade storm channel that serves a larger deepwater system and contains surface water for brief periods of time.

The DEIR does not provide sufficient information to support the assertion that the storm drain channel is not a jurisdictional water of the State. Constructed storm channels may be regulated as waters of the State if they replace an impacted water of the State and/or they become a feature of the local watershed. If the storm channel has a bed and bank and receives runoff from a local watershed, it is likely to be regulated as a water of the State. In addition, it is possible that portions of the storm channel may have sufficient hydrology to be regulated as isolated wetlands. While isolated wetlands are not regulated as waters of the U.S., they are regulated as waters of the State. The DEIR should be revised to include more detailed information about the dimensions, vegetation, and hydrology of the storm channel. The DEIR should also include the dimensions of any proposed impacts to the storm channel.

3

Comment 2. If the storm channel is a water of the State, any impacts to the channel must be supported by an alternatives analysis.

As is noted above, even if the channel was created by excavation, if it has persisted for decades and is supported by a local watershed, it is regulated as a water of the State, pursuant to the State's Porter-Cologne Water Quality Act. If the channel is not subject to federal jurisdiction, fill of the channel will require the issuance of Waste Discharge Requirements (WDRs) from the Water Board. Issuance of WDRs will require public noticing of the proposed WDRs and approval by a vote of the Board at one of our monthly Board meetings.

When the Water Board receives an application for certification and/or WDRs, staff reviews the project to verify that the project proponent has taken all feasible measures to avoid impacts to waters of the State (these impacts usually consist of the placement of fill in waters of the State). Where impacts to waters of the State cannot be avoided, projects are required to minimize impacts to waters of the State to the maximum extent practicable (i.e., the footprint of the project in waters of the state is reduced as much as possible). Compensatory mitigation is then required for those impacts to waters of the state that cannot be avoided or minimized. Avoidance and minimization of impacts is a prerequisite to developing an acceptable project and identifying appropriate compensatory mitigation for an approved project's impacts. Avoidance and minimization cannot be used as compensatory mitigation. After avoidance and minimization of direct impacts to waters of the State have been maximized for the

4

proposed project, the necessary type and quantity of compensatory mitigation for the remaining impacts to waters of the State are assessed on a case-by-case basis.

Under the *San Francisco Bay Basin Water Quality Control Plan* (Basin Plan), projects are required to avoid impacts to waters of the State, in conformance with U.S. Environmental Protection Agency's CWA 404(b)(1) Guidelines (Guidelines). The Guidelines provide guidance in evaluating the circumstances under which the fill of jurisdictional waters may be permitted. Projects must first exhaust all opportunities, to the maximum extent practicable, to avoid, and then to minimize impacts to jurisdictional waters. Only after all options for avoidance and minimization of impacts have been exhausted, is it appropriate to develop mitigation for adverse impacts to waters of State. Since residential development is not a water dependent project, it is assumed that impacts to waters of the State can be avoided.

4

The Water Boards only allow compensatory mitigation to be implemented for those impacts to waters of the State that cannot be avoided and/or minimized; "avoidance and minimization" in the context of reviewing applications for WDRs refers to minimizing the proposed project's footprint in waters of the State. The current Project appears to propose the fill of all potential waters of the State that are present at the Project site. It is unusual for the Water Board to issue permits for projects that include no avoidance or minimization of impacts to waters of the State. The Project applicant is encouraged to revise the DEIR to fully explore an alternative that completely avoids fill of the storm channel and incorporates the channel into the Project's landscaping and open space areas.

Comment 3. The DEIR does not describe acceptable mitigation for the proposed fill of waters of the State at the Project site.

If the storm channel is determined to be a water of the State, the DEIR should be revised to provide mitigation for any impacts to the storm channel. Please note that the required amount of mitigation will depend on the similarity of the impacted water of the State to the provided mitigation water of the State, the uncertainty associated with successful implementation of the mitigation project, and the distance between the site of the impact and the site of the mitigation water. In-kind mitigation for the fill of a channel consists of the creation of a new channel. If the mitigation consists of restoration or enhancement of open waters, the amount of mitigation will be greater than if the mitigation consists of the creation of open waters. If there are uncertainties with respect to the availability of sufficient water to support a mitigation water, then the amount of mitigation would also have to be greater. Finally, the amount of required mitigation increases as the distance between the impact site and the mitigation site increases.

5

A mitigation ratio of 1:1 may be acceptable if a mitigation channel is established on the Project site. For mitigation projects that are offsite and/or out-of-kind, the required mitigation ratio will increase with distance from the Project site and any differences between the type of water body that is impacted and the type of water body that is provide at the mitigation site. For an off-site mitigation project, the applicant will need to acquire fee title to a property with the proper hydrology to support an appropriately-

sized mitigation feature. In addition, the applicant will need to monitor and maintain the mitigation feature for at least ten years, until final performance criteria are attained. The applicant will also need to place a conservation easement or deed restriction over the property and establish an endowment for the long-term maintenance of the mitigation feature.

Without a description of a viable mitigation project, the DEIR does not demonstrate that the Project's impacts to waters of the State can be mitigated to a less than significant level. In a CEQA document, a project's potential impacts and proposed mitigation measures should be presented in sufficient detail for readers of the CEQA document to evaluate the likelihood that the proposed remedy will actually reduce impacts to a less than significant level. CEQA requires that mitigation measures for each significant environmental effect be adequate, timely, and resolved by the lead agency. In an adequate CEQA document, mitigation measures must be feasible and fully enforceable through permit conditions, agreements, or other legally binding instruments (CEQA Guidelines Section 15126.4). Mitigation measures to be identified at some future time are not acceptable. It has been determined by court ruling that such mitigation measures would be improperly exempted from the process of public and governmental scrutiny which is required under the California Environmental Quality Act. The current text of the DEIR does not demonstrate that it is feasible to mitigate all potentially significant impacts to waters of the State that may result from project implementation to a less than significant level. Impacts to the jurisdictional waters at the project site, as well as proposed mitigation measures for such impacts, will require review under CEQA before the Water Board can issue permits for those proposed impacts.

5

Comment 4, Hydrology and Water Quality, Mitigation Measure MM Hydro 2: NPDES Permit (pg. 118) and MM Hydro 3-3 (page 122).

Section 3.9.3 of the DEIR acknowledges that the Project must comply with the C.3 Provisions of the Municipal Regional Stormwater National Pollutant Discharge Elimination System (NPDES) Permit (MRP) (Water Board Order No. R2-2022-001874; NPDES Permit No. CAS612008). The MRP requires that stormwater treatment be provided through Low Impact Development (LID) measures. At the Project site, LID measures will consist of bioretention areas. Properly-sized bioretention areas require that sufficient surface area at the Project site be reserved for bioretention areas. The information provided in the DEIR is insufficient to determine if sufficient surface area has been set aside for MRP compliance. At sites that require WDRs from the Water Board, review of proposed stormwater treatment infrastructure is a component of preparing the WDRs for the Project. We encourage early coordination with the Water Board in the development of stormwater treatment measures to ensure that the proposed treatment is consistent with the requirements of the MRP.

6

Conclusion

The DEIR does not provide sufficient detail to establish the jurisdictional status of the storm channel at the Project site. If the storm channel is determined to be a water of the State, the DEIR should be revised to provide specific mitigation measures for all impacts to waters of the State. These mitigation measures should be in-kind and on-site

7

mitigation measures to the maximum extent possible. The amount of proposed mitigation should include mitigation for temporal losses of any impacted waters of the State. If mitigation is out-of-kind and/or off-site, then the amount of the proposed mitigation should be increased. Proposed mitigation measures should include designs with sufficient detail to show that any created waters will have sufficient hydrology to sustain hydrology and vegetation without human intervention. A proposed program for monitoring the success of the mitigation features should also be included with the mitigation proposal(s). In addition, before the Water Board issues a permit that authorizes the fill of waters of the State, we must be provided with an alternatives analysis that demonstrates that avoidance of some or all of the waters of the State at the Project site is infeasible.

7

If the DEIR is adopted without providing concrete mitigation proposals for impacts to waters of the State, it is likely that the DEIR will not be adequate to support the issuance of Waste Discharge Requirements for the Project.

If you have any questions about this comment, please contact me at (510) 622-5680, or via e-mail at brian.wines@waterboards.ca.gov.

Sincerely,



Brian Wines
Water Resources Control Engineer
South and East Bay Watershed Section

cc: State Clearinghouse (state.clearinghouse@opr.ca.gov)

Letter 2 **San Francisco Bay Regional Water Quality Control Board**
Jimmy Kim, Water Resources Control Engineer, South and East Bay Watershed Section
1515 Clay Street, Suite 1400
Oakland, CA 94612
July 14, 2023

Response 2-1

The comment provides an introduction to the San Francisco Bay Regional Water Quality Control Board's (SFBRWQCB) detailed comments, which are addressed below. This comment also provides an overview of the Project. This comment is noted. No further response is required.

Response 2-2

The comment provides a summary of SFBWQCB's detailed comments, which are addressed below. This comment is noted. No further response is required.

Response 2-3

The commenter notes that the existing storm channel may be a jurisdictional water that is regulated as Waters of the State. See **Chapter 2.0, Corrections and Additions**, for this revision made to **Section 3.3, Biological Resources**, of the DEIR and **Appendix 3.9, Stormwater and Water Quality Analysis**, that has been added to the DEIR. The existing storm channel is labeled as "Maintenance 1" in Stormwater Control Narrative under **Appendix 3.9**. Accordingly, these corrections would change the analysis of **Impact BIO-3**, and its determined impacts under this threshold would be revised from no impact to less than significant. However, these revisions would not result in additional mitigation measures, nor would the Project result in any additional significant and unavoidable impacts that were not already discussed in the DEIR.

Response 2-4

The commenter requires an alternative analysis of the Project's environmental impacts to the existing storm channel, if the channel is a Water of the State. See **Chapter 2.0 Corrections and Additions**, for revisions made to **Section 3.3, Biological Resources**, and **Section 3.9, Hydrology and Water Quality**, of the DEIR and **Appendix 3.9, Stormwater and Water Quality Analysis**, that has been added to the DEIR. **Appendix 3.9** analyzes the construction and operational activities associated with the Project, and the potential impacts to the existing channel. As summarized in **Appendix 3.9**, the existing channel would be preserved and protected throughout the duration of the Project construction and operation. Therefore, Project activities would not impact the existing storm channel. No further alternative analysis is necessary.

Response 2-5

The commenter states that, if the existing storm channel is determined to be a Waters of the State, the DEIR must be revised to provide mitigation for any impacts to the storm channel. The commenter details

potential mitigation measures that are recommended for the Project. See **Chapter 2.0, Corrections and Additions**, for this revision made to **Section 3.3, Biological Resources**, of the DEIR and **Appendix 3.9, Stormwater and Water Quality Analysis**, that has been added to the DEIR. As summarized in **Appendix 3.9**, the Project would not disturb the existing storm channel. The Project's Drainage Plan and compliance with the National Pollutant Discharge Elimination System permit requirements will ensure that the channel would not be disturbed by the Project construction or operation activities. Therefore, additional mitigation measures regarding the storm channel protection are not necessary.

Response 2-6

The commenter states that the DEIR provides insufficient information to determine if sufficient surface area under the Project has been set aside to determine if the Project would meet MRP compliance. The commenter also recommends early coordination with the SFBRWQCB in the development of stormwater treatment measures. Corrections have been included to provide the calculated impervious surface area, pervious surface area, and bio-treatment area under the Project. See **Chapter 2.0, Corrections and Additions**, for the revisions made to **Section 3.9, Hydrology and Water Quality**. The revisions do not raise new environmental information or directly challenge information provided in the DEIR. The City of Milpitas decision makers will consider all comments on the Project. For the purposes of CEQA, no further response is necessary.

Response 2-7

The commenter concludes that DEIR does not provide sufficient detail to establish the jurisdictional status of the storm channel at the Project Site, and that additional mitigation measures are needed to address the concerns outlined in this comment letter. While revisions have been made to **Section 3.9, Hydrology and Water Quality**, the revisions do not raise new environmental information or directly challenge information provided in the DEIR. The City of Milpitas decision makers will consider all comments on the Project. For the purposes of CEQA, no further response is necessary.

unauthorized use or transmission of this message or associated files is strictly prohibited. If you are not the intended recipient and have received this message in error, please notify the sender immediately by replying to this message and deleting all contents from your computer.

From: Lillian VanHua <lvanhua@milpitas.gov>
Date: Wednesday, July 19, 2023 at 2:39 PM
To: Leah Beniston <leahbeniston@thetruecompany.com>, Kristina Phung <kphung@milpitas.gov>
Subject: RE: Pulte EIR for 1355 Cal Circle

Hi Leah,

Residential is allowed under the NCMU general plan land use designation. When the project was originally proposed, it was thought that the only instance where a 100% residential project would be permitted is if it were made 100% affordable (per the general plan language). After further consideration of the proposed density and the project area, MXD Mixed Use Zoning District is one of the possible zoning districts under the NCMU general plan land use designation. Moreover, a zoning designation of MXD allows a 100% multifamily project without any additional stipulation of affordable units (outside of the City's AHO). The project application is now proposing a zone change to MXD, with a PUD overlay, to allow for its unique development standards. The PUD is basically the tentative map.

I'll have to get back to you on the application, as we haven't shared the initial application package in recent years. It's worth noting that the initial proposal is different than what is being considered now so I'm not sure if you want the original application.

Best,

Lillian

From: Leah Beniston <leahbeniston@thetruecompany.com>
Sent: Wednesday, July 19, 2023 1:24 PM
To: Lillian VanHua <lvanhua@milpitas.gov>; Kristina Phung <kphung@milpitas.gov>
Subject: Pulte EIR for 1355 Cal Circle

CAUTION: EXTERNAL SENDER

This email originated from outside the organization. Do NOT click links or open attachments unless you recognize the sender and know the content is safe. Report suspicious messages to the IT Helpdesk.

Hi Ladies,

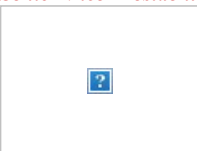
I have reviewed the Pulte EIR and signed up for the community meeting Aug. 3. I have a few questions that I hope one of you can answer.

1. The GPA looks to be a text amendment to remove the Specific Plan requirement and not a land use designation changing the NCMU. Curious why the NCMU isn't being changed to any GP specific residential designation?
2. The zoning is changing from Industrial to PUD. How does the PUD intertwine with the NCMU? I would assume that by now the application is public record. Can I get a copy of the application?

Thanks,

Leah

Leah Beniston
Senior Vice President



1

2

3

We create attainable housing so that our children, and grandchildren, can live and prosper where we do.

12647 Alcosta Boulevard, Suite 470
San Ramon, CA 94583
D 925.380.1699 C 925.785.3254
lbeniston@thetruelifecompanies.com

Confidentiality Disclosure: This message and all associated files are for the sole use of the intended recipient(s) and may contain confidential or privileged information. Any unauthorized use or transmission of this message or associated files is strictly prohibited. If you are not the intended recipient and have received this message in error, please notify the sender immediately by replying to this message and deleting all contents from your computer.

	1
	2
	3

From: [Lillian VanHua](#)
To: [Michael Fossati](#)
Subject: FW: Pulte EIR for 1355 Cal Circle
Date: Wednesday, July 19, 2023 5:12:01 PM
Attachments: [image004.png](#)

For when you come back. FYI. Let's discuss because I think my brain keeps going in circles.

From: Leah Beniston <lbeniston@thetruelifecompanies.com>
Sent: Wednesday, July 19, 2023 3:04 PM
To: Lillian VanHua <lvanhua@milpitas.gov>; Kristina Phung <kphung@milpitas.gov>
Subject: Re: Pulte EIR for 1355 Cal Circle

CAUTION: EXTERNAL SENDER

This email originated from outside the organization. Do NOT click links or open attachments unless you recognize the sender and know the content is safe. [Report suspicious messages](#) to the IT Helpdesk.

Hi Lillian,

Thank you for the explanation. Will there be a separate action in regards to the 1 unit/1500 SF commercial threshold in the NCMU? Per the project description, I only see the text amendment for removal of the Specific Plan language. Per the Land Use section there is a statement that the 1 unit/1500SF of commercial has been found to be infeasible. If that language isn't in the Project Description when and how will that amendment to the NCMU take place? The screen shot below states that the "NCMU requirements are currently being revised", is that per this Pulte application or via a City initiated action prior to the Pulte application being heard?

4

A close up of a document ☐ ☐ Description automatically generated



Leah Beniston
Senior Vice President



We create attainable housing so that our children, and grandchildren, can live and prosper where we do.

12647 Alcosta Boulevard, Suite 470
 San Ramon, CA 94583
 D 925.380.1699 C 925.785.3254
lbeniston@thetruelifecompanies.com

Confidentiality Disclosure: This message and all associated files are for the sole use of the intended recipient(s) and may contain confidential or privileged information. Any

Letter 3 **True Life Companies**
 Leah Beniston
 12647 Alcosta Boulevard, Suite 470
 San Ramon, CA 94583
 July 19, 2023

Response 3-1

The comment provides an introduction to the True Life Companies comments, which are addressed below. This comment is noted. No further response is required.

Response 3-2

The commenter provides an inquiry regarding the use of a General Plan Text Amendment instead of redesignating the site to a specific residential designation. The comment is not related to significant environmental issues associated with the Project. Responses are not provided for comments that do not relate to significant environmental issues. *State CEQA Guidelines* Section 15088 provides guidance on the preparation of response to comments and indicates that while lead agencies must evaluate all comments received on a DEIR, they need only respond to comments related to significant environmental issues. Therefore, no further response is required.

Response 3-3

The commenter provides an inquiry regarding Planned Unit Development application. The comment is not related to significant environmental issues associated with the Project. Responses are not provided for comments that do not relate to significant environmental issues. *State CEQA Guidelines* Section 15088 provides guidance on the preparation of response to comments and indicates that while lead agencies must evaluate all comments received on a DEIR, they need only respond to comments related to significant environmental issues. Therefore, no further response is required.

Response 3-4

The commenter provides an inquiry regarding the commercial requirements under the Neighborhood Commercial Mixed use designation. The comment is not related to significant environmental issues associated with the Project. Responses are not provided for comments that do not relate to significant environmental issues. *State CEQA Guidelines* Section 15088 provides guidance on the preparation of response to comments and indicates that while lead agencies must evaluate all comments received on a DEIR, they need only respond to comments related to significant environmental issues. Therefore, no further response is required.

California Department of Transportation

DISTRICT 4
OFFICE OF REGIONAL AND COMMUNITY PLANNING
P.O. BOX 23660, MS-10D | OAKLAND, CA 94623-0660
www.dot.ca.gov



September 12, 2023

SCH #: 2022110251
GTS #: 04-SCL-2022-01215
GTS ID: 28215
Co/Rt/Pm: SCL/880/10.006

Lillian VanHua, Senior Planner
City of Milpitas
455 E. Calaveras Boulevard
Milpitas, CA 95035

Supplemental letter for Pulte Homes Residential Development at 1355 California Circle – Draft Environmental Impact Report (DEIR)

Dear Lillian VanHua:

Thank you for including the California Department of Transportation (Caltrans) in the environmental review process for the Pulte Homes Residential Development at 1355 California Circle. This letter is supplemental to the original one previously submitted on August 18, 2023. Please see the comments below for the DEIR Appendix 3.14 – Transportation Analysis.

Highway Operations

Page 1 of 26, Scop of Study and Intersection #1 & #2 in Appendix-B:

- "California Circle and I-880 NB Ramps" should be revised as "'California Circle and I-880 NB Ramps (South of Dixon Landing Road)" as this is a T-intersection connecting to the freeway.
- "California Circle and Dixon Landing Road" should be revised as "California Circle, Dixon Landing Road and NB Ramps (North of Dixon Landing Road) as this is a four-leg intersection connecting to the freeway.

Page 1 of 26, Scope of Study. Regarding the AM and PM peak hours, please consider extending the AM and PM peak periods between 06:30 AM and 9:30 AM, and 03:00 PM and 6:00 PM as the subject ramps are within a highly congested segment of I-880.

Page 14 of 26, Signalized Intersection Level of Service Analysis. The signalized intersections have been established. An Intersection Control Evaluation (ICE) should be done in accordance with the Traffic Operations Policy Directive #13-02 ([link](#)).

Thank you again for including Caltrans in the environmental review process. Should you have any questions regarding this letter, please contact Marley Mathews, Transportation Planner, via LDR-D4@dot.ca.gov.

For future early coordination opportunities or project referrals, please contact LDR-D4@dot.ca.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'Luo Yunsheng'.

YUNSHENG LUO
Acting District Branch Chief
Local Development Review

c: State Clearinghouse

Letter 4 **California Department of Transportation**
Yunsheng, Luo, Acting District Branch Chief
P.O. BOX 23660, MS-10D
Oakland, CA 94623-0660
September 12, 2023

Comment 4-1

The commenter provides recommendations to modify the description of the study intersections included in **Appendix 3.14, Transportation Analysis**. See **Chapter 2.0, Corrections and Additions**, for this revision made to **Appendix 3.14**, that has been added to the DEIR.

The commenter also recommends expanding the AM and PM peak hours. However, as **Appendix 3.14** states, the AM peak hour of traffic is typically between 7:00 AM and 9:00 AM and the PM peak hour is typically between 4:00 PM and 6:00 PM. The comment is not related to significant environmental issues associated with the Project. Responses are not provided for comments that do not relate to significant environmental issues. *State CEQA Guidelines* Section 15088 provides guidance on the preparation of response to comments and indicates that while lead agencies must evaluate all comments received on a DEIR, they need only respond to comments related to significant environmental issues. Therefore, no further response is required.

The commenter also recommends the completion of an Intersection Control Evaluation (ICE). However, the ICE is required to justify the installation of traffic signal systems, yield-control (roundabouts), and multi-way stop control at state highway intersections and interchanges. The proposed signals are not located at a state highway intersection or interchange. The comment is not related to significant environmental issues associated with the Project. Responses are not provided for comments that do not relate to significant environmental issues. *State CEQA Guidelines* Section 15088 provides guidance on the preparation of response to comments and indicates that while lead agencies must evaluate all comments received on a DEIR, they need only respond to comments related to significant environmental issues. Therefore, no further response is required.

From: Jason Miguel <JMiguel@valleywater.org>
Sent: Monday, September 11, 2023 1:42 PM
To: Planning Department <planningdepartment@milpitas.gov>
Cc: Kevin Thai <KThai@valleywater.org>; Brian Mendenhall <BMendenhall@valleywater.org>;
Vanessa De La Piedra <vdelapiedra@valleywater.org>; Michael Martin
<MichaelMartin@valleywater.org>
Subject: Pulte Homes Residential Project DEIR

CAUTION: EXTERNAL SENDER

This email originated from outside the organization. Do NOT click links or open attachments unless you recognize the sender and know the content is safe. Report suspicious messages to the IT Helpdesk.

Hi Lillian,

The Santa Clara Valley Water District (Valley Water) has reviewed the Draft Environmental Impact Report (DEIR), received on July 19, 2023 for the proposed Pulte Home Residential Project. Valley Water has the following comments:

Specific Comments

1. Section 3.8.5 Environmental Impacts construction Activities (Page 3.8-20)

Regarding an Underground Storage Tank (UST) presumably removed from the site, the DEIR notes that: "Prior to initiation of construction activities, the Project Applicant would be required to coordinate with the City and Milpitas Fire Department (MFD) in determining if appropriate site remediation as a condition of approval is required." This coordination should also include the Santa Clara County Department of

Environmental Health, who serves as the local oversight agency for investigations and cleanup of UST releases for all areas within the County of Santa Clara. The following paragraph includes the statement: "As discussed, it is unlikely that certain hazardous substances, such as ACMs and PCBs, are likely present on the Project Site." which is unclear and should be revised.

2. Section 3.9.2.3 Region *Santa Clara Valley Water District Comprehensive Water Resources Management Plan* (Page 3.9-14)

The following sub-section describing the Comprehensive Water Resources Management Plan should be removed and replaced with Valley Water's One Water Plan.

Valley Water recommends relabeling the sub-section to: **Valley Water's One Water Plan**, with the following description:

"Valley Water's One Water Plan is a long range integrated water resources master plan that includes goals for Water Supply, Natural Flood Protection, and Environmental Stewardship. This planning effort acts as Valley Water's flood management plan and stream stewardship plan, while also providing a nexus to water supply planning. Each One Water goal is described in terms of measurable objectives and priority actions on a per watershed basis. One Water's five watershed plans (1 complete, 2 pending, 2 to be developed) will identify those actions needed to improve watershed health and water resources management throughout Santa Clara County. Much of the work needed can only be accomplished through partnerships with local government and non-profit organizations."

3. Section 3.9.2.3 Regional *Santa Clara Valley 2016 Groundwater Management Plan* (Page 3.9-14)

Please note the 2016 Groundwater Management Plan was approved by the Department of Water Resources (DWR) as an Alternative to a Groundwater Sustainability Plan in 2019. As required by the Sustainable Groundwater Management

(SGMA), Valley Water prepared a five-year (the 2021 Groundwater Management Plan) so the DEIR reference should be updated accordingly. The 2021 Groundwater Management Plan is available at: <https://www.valleywater.org/your-water/where-your-water-comes/groundwater/sustainable>.

4. Section 3.9.5 Environmental Impacts (Page 3.9-21)

The following statement under "Impact HYD-2" is inaccurate and Valley Water recommends it being removed: "Groundwater levels are managed by the California Department of Water Resources to maintain a safe operating yield of groundwater, which includes a sustainable pumping rate that does not exceed the total recharge into the basin." DWR has regulatory oversight in assessing groundwater sustainability plans (and alternatives) developed by local groundwater sustainability agencies but does not manage groundwater directly. As the groundwater sustainability agency for the Santa Clara Subbasin, Valley Water manages groundwater through managed aquifer recharge and other activities to achieve outcome measures described in the 2021 Groundwater Management Plan.

5. Section 3.9.1.2 Floodplain Mapping Hydraulic Modeling (Page 3.9-3)

Valley Water's comments on the NOP regarding Flood Zone AG has not been included in the DEIR and should be reflected as:

"Current Federal Emergency Management Agency (FEMA) Federal Insurance Rate Map (FIRM) Panel 06085C0058J, effective February 19, 2014, shows the Pulte Homes Residential Development site is located within a Special Flood Hazard Area (SFHA) Zone AH, which would be subject to a base flood elevation (BFE) of 15 feet (NAVD 88). The EIR should assess flooding impacts at the Pulte Homes Residential Development and ensure that it does not adversely impact flooding, both in terms of depth and lateral extent."

General Comment

6. The EIR concludes that the project is consistent with planned growth for Milpitas. The project of future water supply and availability assumes increases in water conservation

and demand management measures (City of Milpitas Urban Water Management Plan). For the proposed project to meet its fair share to these water conservation assumptions, Valley Water suggests that all available water conservations measures be required of the project including all multi-family residential units be required to install a submeter to encourage efficient water use. Studies have shown that adding submeters can reduce water use 15 to 30 percent.

Valley Water appreciates your consideration for the review of the DEIR. Please send a copy of the Final EIR at your earliest convenience.

If you have any questions, or need further information, you can reach me at (408) 630-2976, or by email at JMiguel@valleywater.org.

Please reference Valley Water File No. 34818 on future correspondence regarding this project.

Thanks,

JASON MIGUEL

ASSISTANT ENGINEER I - CIVIL

Community Projects Review Unit

Tel. (408) 630-2976 / Cell. (408) 761-5789

Santa Clara Valley Water District is now known as:



Clean Water • Healthy Environment • Flood Protection

5750 Almaden Expressway, San Jose CA 95118

www.valleywater.org

Letter 5 **Santa Clara Valley Water District**
Jason Miguel, Assistant Engineer I – Civil
5750 Almaden Expressway
San Jose, CA 95118
September 11, 2023

Comment 5-1

The commenter requests clarification regarding the site remediation and coordination with the Milpitas Fire Department for the previous underground storage tank, and the connection to the presence of ACM and PCBs. ACM and PCBs are not related to the site remediation and coordination with the Milpitas Fire Department. Further, given the date of construction of the existing building on-site, building materials and infrastructure are unlikely to contain ACM and/or PCBs. The presence of these hazardous materials will be subject to testing by the demolition contractor and if they are found to be present, appropriate health & safety will be required as a prior to the issuance of the NTP for demolition and these measures will be undertaken and enforced during demolition activities.

The commenter recommends replacing the description of the Santa Clara Valley Water District Comprehensive Water Resources Management Plan. See **Chapter 2.0, Corrections and Additions**, for this revision made to **Section 3.9, Hydrology and Water Quality**, that has been added to the DEIR.

The commenter recommends updating the reference to the 2016 Groundwater Management Plan to the 2021 Groundwater Management Plan. See **Chapter 2.0, Corrections and Additions**, for this revision made to **Section 3.9, Hydrology and Water Quality**, that has been added to the DEIR.

The commenter recommends removal of the following statement: "Groundwater levels are managed by the California Department of Water Resources to maintain a safe operating yield of groundwater, which includes a sustainable pumping rate that does not exceed the total recharge into the basin." See **Chapter 2.0, Corrections and Additions**, for this revision made to **Section 3.9, Hydrology and Water Quality**, that has been added to the DEIR.

The commenter requests that the Project evaluate flooding impacts at the Project Site. As discussed under **Impact HYD-4**, the Project is located within a Special Flood Hazard Areas and would be required to comply with applicable regulations relating to the floodplain management regulations which would reduce potential impacts to a less than significant level.

The commenter recommends that all available water conservation measures be required of the project, including submeters. The comment is not related to significant environmental issues associated with the Project. Responses are not provided for comments that do not relate to significant environmental issues.

State CEQA Guidelines Section 15088 provides guidance on the preparation of response to comments and indicates that while lead agencies must evaluate all comments received on a DEIR, they need only respond to comments related to significant environmental issues. Therefore, no further response is required.

4.0 MITIGATION MONITORING PROGRAM

4.1 INTRODUCTION

The Mitigation Monitoring Program (MMP) has been prepared in conformance with Section 21081.6 of the California Environmental Quality Act (CEQA). It is the intent of this program to: (1) verify satisfaction of the required mitigation measures of the EIR (EIR); (2) provide a methodology to document implementation of the required mitigation measures; (3) provide a record of the Monitoring Program; (4) identify monitoring responsibility; (5) establish administrative procedures for the clearance of mitigation measures; (6) establish the frequency and duration of monitoring; and (7) use existing review processes wherever feasible.

This MMP describes the procedures for the implementation of the mitigation measures adopted for the Project. The City of Milpitas Planning Department and staff of other City Departments shall be responsible for administering the MMP activities or delegating them to consultants, or contractors. The Monitoring or Enforcing Agencies identified herein, at their discretion, may require a project applicant or operator to pay for one or more independent environmental monitor(s) to be responsible for monitoring implementation of mitigation measures (e.g., City building inspector, project contractor, certified professionals, etc., depending on the requirements of the mitigation measures) required of project applicants or operators. Monitors would be hired by the City or by the applicant or operator at the City's discretion.

Each mitigation measure is identified in **Table 4.0-1, Mitigation Monitoring Program Matrix**, and is categorized by environmental topic and corresponding number with identification of:

- The Implementing Party or Agency – this is in most cases, the applicant for individual projects who will be required to implement most of the measures.
- The Enforcement and Monitoring Entity – this is the entity or entities that will monitor each measure and ensure that it is implemented in accordance with this MMP.
- Monitoring Phase and Monitoring Actions – this is the timeframe that monitoring would occur and the criteria that would determine when the measure has been accomplished and/or the monitoring actions to be undertaken to ensure the measure is implemented.

**Table 4.0-1
Mitigation Monitoring Program Matrix**

Mitigation Measure	Monitoring Phase and Monitoring Actions	Implementing Party	Enforcement and Monitoring Entity
Impact – Air Quality			
MM AQ-1: The following BAAQMD Basic Best Management Practices for Construction-Related Fugitive Dust Emissions shall be implemented: • All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day. • All haul trucks transporting soil, sand, or other loose material off-site shall be covered. • All visible mud or dirt track-out onto adjacent roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited. • All vehicle speeds on unpaved roads shall be limited to 15 mph. • All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used. • All excavation, grading, and/or demolition activities shall be suspended when average wind speeds exceed 20 mph. • All trucks and equipment, including their tires, shall be washed off prior to leaving the site. • Unpaved roads providing access to sites located 100 feet or further from a paved road shall be treated with a 6- to 12-inch layer of compacted layer of wood chips, mulch, or gravel. • Publicly visible signs shall be posted with the telephone number and name of the person to contact at the lead agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's General Air Pollution Complaints number shall also be visible to ensure compliance with applicable regulations.	Prior to issuance of grading permits	Project Applicant	City of Milpitas Building Safety and Housing Department.
Impact - Biological Resources			
MM BIO-1: In the event that ground-disturbing activities or removal of any trees, shrubs, or any other potential nesting habitat that are associated with the Project are scheduled to occur within the avian nesting season (from January 1 through August 31), a qualified biologist retained by the Applicant shall conduct a pre-construction clearance survey for nesting birds within three days prior to any ground disturbing activities. The biologist conducting the clearance survey shall document the negative results if no	Prior to issuance of grading or building permits	Project Applicant	City of Milpitas Planning Department.

Mitigation Measure	Monitoring Phase and Monitoring Actions	Implementing Party	Enforcement and Monitoring Entity
active bird nests are observed on the Project Site during the clearance survey with a brief letter report indicating that no impacts to active bird nests would occur before construction can proceed. If an active bird nest is discovered during the pre-construction clearance survey, construction activities shall stay outside of a 100-foot buffer around the active nest. Encroachment into the buffer shall occur only at the discretion of the qualified biologist. Any activities requiring the removal of a tree with an active bird nest shall halt until nesting activity seasons, which would be determined by the qualified biologist. The biologist shall be present to delineate the boundaries of the buffer area and to monitor the active nest to ensure that nesting behavior is not adversely affected by the construction activity. Results of the pre-construction survey and any subsequent monitoring shall be provided to the City of Milpitas, California Department of Fish and Wildlife, and other appropriate agencies. This requirement shall be indicated on the site improvement plan and specifications for verification by the City of Milpitas prior to the initiation of construction activities			
Impact – Cultural Resources			
MM CR-1: The Project Applicant shall retain a qualified archaeologist who meets the Secretary of the Interior’s Professional Qualifications Standards for archaeology to conduct Worker’s Environmental Awareness Program (WEAP) training for archaeological sensitivity for all construction personnel prior to the commencement of any ground disturbing activities. If archaeological resources are encountered during ground-disturbing activities, work in the immediate area shall be halted and the archaeologist shall evaluate the find. If the resources are Native American human remains, the County Coroner and the Native American Heritage Commission shall be contacted as mandated by law. If necessary, the evaluation may require preparation of archaeological testing for California Register of Historical Resources (CRHR) eligibility. Results of the archaeological testing shall be reviewed and approved by the qualified archaeologist. If the discovery proves to be significant under CEQA and cannot be avoided by the Project, additional work may be warranted, such as data recovery excavation, and, if so, shall be identified by the archaeologist to mitigate any such significant impacts to cultural resources, if identified.	Prior to project approval.	Project Applicant	City of Milpitas Planning Department.
Impact – Geology and Soils			
MM GEO-1: In the event a potentially significant paleontological resource is encountered during ground-disturbing activities, work within 100 feet of the discovery shall halt and a professional paleontologist who meets the qualification standards of the Society of Vertebrate Paleontology shall be retained by the Project Applicant immediately to evaluate the significance of the discovery. The City of Milpitas Planning Department shall be notified immediately. If the resource is found to be significant, the professional paleontologist shall systematically remove it from the site for laboratory preparation. Following laboratory preparation, the resource would be identified, cataloged, and inventoried in anticipation of curation. All collected and prepared resources would be curated and stored in an accredited repository.	Prior to project approval.	Project Applicant	City of Milpitas Planning Department.

Mitigation Measure	Monitoring Phase and Monitoring Actions	Implementing Party	Enforcement and Monitoring Entity
Impact – Greenhouse Gases			
MM GHG-1: Prior to the issuance of a building permit, the Project Applicant shall demonstrate compliance with relevant and applicable measures of the CAP Update by preparing and implementing a project-specific consistency review checklist. The City shall review this consistency review checklist as part of the Project plan review. The consistency review checklist shall outline feasible, effective and applicable measures that will be required for the Project. Applicable and effective measures in reducing Project GHG emissions include, but are not limited to, the following: • Utilize the latest energy-efficient construction equipment, when feasible; • Install Energy Star appliances; • Install on-site renewable energy, such as solar panels; • Provide on-site electric vehicle charging stations and associated infrastructure; and • Install water-efficient irrigation systems capable of using reclaimed water, when available.	Prior to issuance of grading and building permits	City of Milpitas	City of Milpitas Planning Department
Impact - Hazards and Hazardous Material			
MM HAZ-1: Prior to issuance of a grading permit, a Soil Management Plan (SMP) and Health and Safety Plan (HSP) shall be prepared by a qualified environmental professional with Phase II/Site Characterization experience to establish appropriate management practices for handling impacted soil, soil vapor and ground water if encountered during construction activities. These documents shall include the following: • Site control procedures to control the flow of personnel, vehicles and materials in and out of the Site. • Measures to minimize dust generation, storm water runoff and tracking of soil off-Site. • If excavation de-watering is required, protocols to evaluate water quality and discharge/disposal alternatives shall be described. • Protocols for soil removal and subsequent subsurface soil sampling and evaluation. • Protocols for conducting earthwork activities in areas where impacted soil, soil vapor and/or ground water are present or suspected. Worker training requirements, health and safety measures and soil handling procedures should be described. • Protocols to be implemented if buried structures, wells, debris, or unidentified areas of impacted soil are encountered during construction activities. • Protocols to evaluate the quality of soil suspected of being contaminated so that appropriate mitigation, disposal or reuse alternatives, if necessary, can be determined. • Procedures to evaluate and document the quality of any soil imported to the Site.	Prior to issuance of grading and building permits.	Project Applicant	City of Milpitas Building Safety Department

Mitigation Measure	Monitoring Phase and Monitoring Actions	Implementing Party	Enforcement and Monitoring Entity
- Soil containing chemicals exceeding residential (unrestricted use) screening levels or typical background concentrations of metals should not be accepted. - Methods to monitor excavations for the potential presence of volatile chemical vapors.			
Impact - Transportation			
MM TRA-1: Prior to project construction initiation, the respective Applicants shall prepare a Traffic Management Plan (TMP) for approval by the City Traffic Engineer. The TMP shall specify that one direction of travel in each direction on adjacent roadways must always be maintained during project construction activities. If full lane closures are required and one direction of travel in each direction cannot be maintained, the TMP shall identify planned detours. The TMP shall include measures such as construction signage, limitations on timing for lane closures to avoid peak hours, temporary striping plans, and use of construction flag person(s) to direct traffic during heavy equipment use. The TMP shall include signage, lane closures, flag persons, etc., and shall specify that one lane of travel in each direction shall be maintained along City rights-of-way. Bicycle lanes and pedestrian sidewalks shall remain open and accessible, to the greatest extent feasible, during construction or shall be re-routed to ensure continued connectivity. Lastly the TMP shall detail plans that the Applicant would take to ensure that the Project Site would provide adequate emergency access. The TMP shall be incorporated into project specifications for verification prior to final plan approval.	Prior to grading and building permit issuance.	Project Applicant	City of Milpitas Building Safety Department City of Milpitas Engineering Department

5.0 LIST OF PREPARERS AND PERSONS CONSULTED

This Environmental Impact Report was prepared by the City of Milpitas with the assistance of environmental staff listed below from Impact Sciences, PreVision Design, Albion Environmental, and Hexagon Transportation Consultants.

5.1 LEAD AGENCY

City of Milpitas Department of Planning

Milpitas Planning Team:

Ned P. Thomas, AICP, Planning Director
Lillian VanHua, AICP, Senior Planner
Michael Fossati, AICP, Senior Planner
Kristina Phung, Associate Planner

5.2 EIR PREPARERS

Impact Sciences, Inc.

811 W. 7th Street, Suite 200
Los Angeles, California 90017

John R. Anderson, Principal-in-Charge
Brett Pomeroy, Associate Principal
Margaret Lin, Senior Project Manager
Eleni Getachew, ENV SP, Planner
Annalie Sarrieddine, Associate Planner
Kara Yates Hines, Director of Operations & Publications Manager

PreVision Design (Aesthetics)

Adam Phillips, LEED AP, Principal & Founder

Albion Environmental (Cultural Resources)

Sarah Peelo, Ph.D., RPA, Lead Investigator

Hexagon Transportation Consultants (Transportation/VMT Analysis)

Eric Tse, T.E., Lead Transportation Engineer

APPENDIX 3.9

Stormwater and Water Quality Analysis



Civil Engineering Associates

28 Railway Ave
Campbell, CA 95008
Phone: (408) 453-1066
Fax: (408) 453-1060
Web: www.ceainc.net

June 2, 2023
20-158

CITY OF MILPITAS

Engineering Department
455 E. Calaveras Boulevard
Milpitas, CA 95035

**SUBJECT: STORMWATER CONTROL NARRATIVE
 1355 CALIFORNIA CIRCLE
 MILPITAS, CA**

Dear City of Milpitas,

This project, located at 1355 California Circle, is approximately 6.7 acres and comprises 13 condominium buildings and 1 six-story apartment building. The site is divided into 38 drainage management areas (DMA); see sheets C6 & C7 in the Planned Development set. These 38 drainage management areas include DMA 1-36, Maintenance 1, and Maintenance 2.

LID Design Measures

DMA 1-16 and 18-36 will be LID treated using bio-treatment basins. These basins were sized using the 4% rule of thumb method described in the Santa Clara Valley Urban Runoff Pollution Prevention Plan (SCVURPPP) handbook. DMA 17 does not exceed a 2:1 ratio of impervious to receiving pervious area and is considered self-retaining, as described in the SCVURPPP handbook.

Maintenance 1 encompasses an existing channel that will be preserved and protected throughout the duration of the project. Maintenance 1 will not be disturbed, and treatment will not be required or provided. Maintenance 2 encompasses a 16'-wide Public Service & Utility Easement PSUE that will include a public sidewalk. This public walk will slope toward California Circle, and untreated runoff from this area will flow to the downstream public catch basin and be collected by the City of Milpitas storm collection system.

Site Design Measures & Source Control Measures

The project will implement several site design and source control measures outlined in the City of Milpitas Stormwater Requirements C.3 Data Form. The site design and source control measures being implemented include the reduction of impervious surfaces, buildings with disconnected downspouts, self-retaining areas, beneficial landscaping, inlets with flows-to-bay labels, pavement sweeping, catch basin cleaning, and good housekeeping.

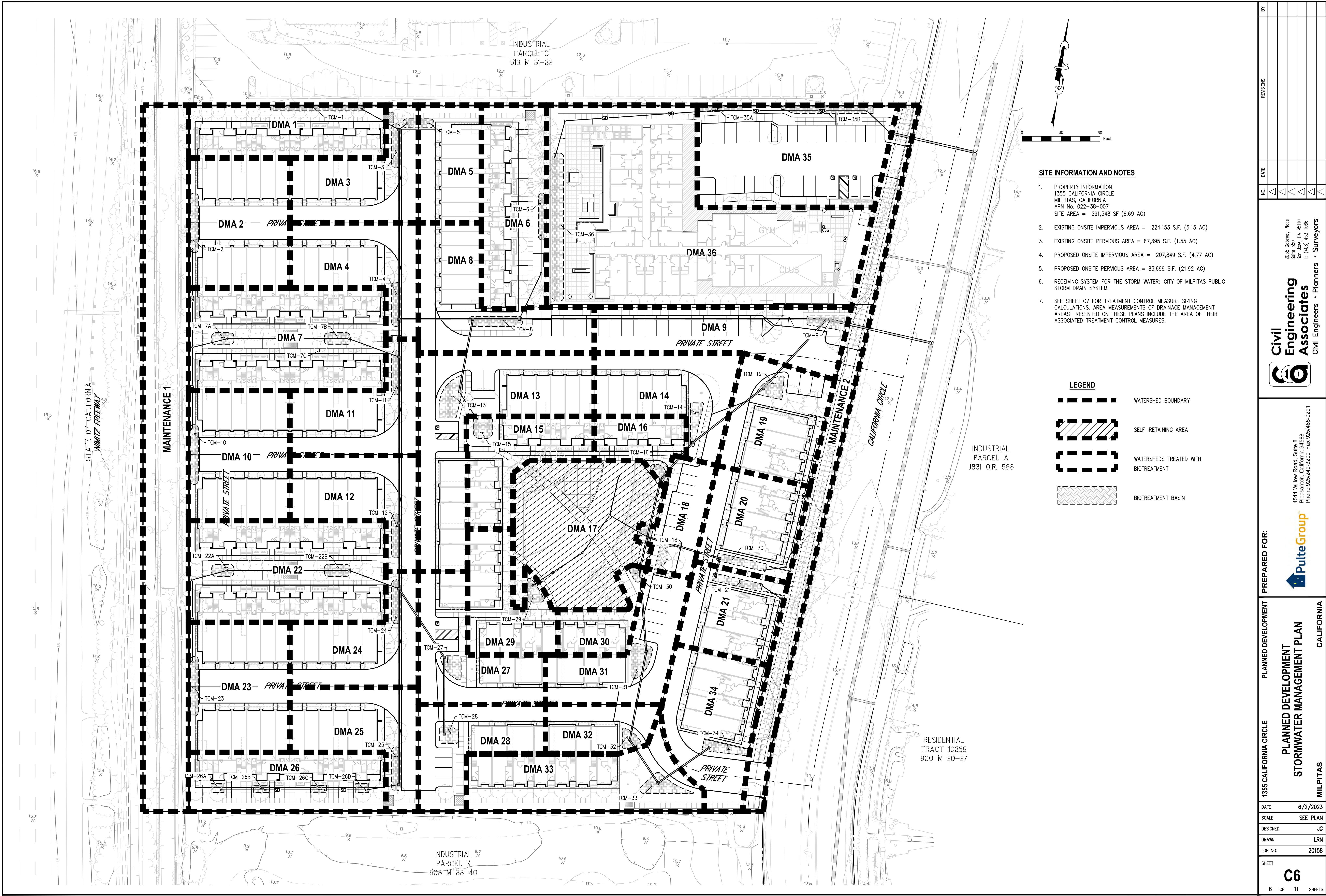


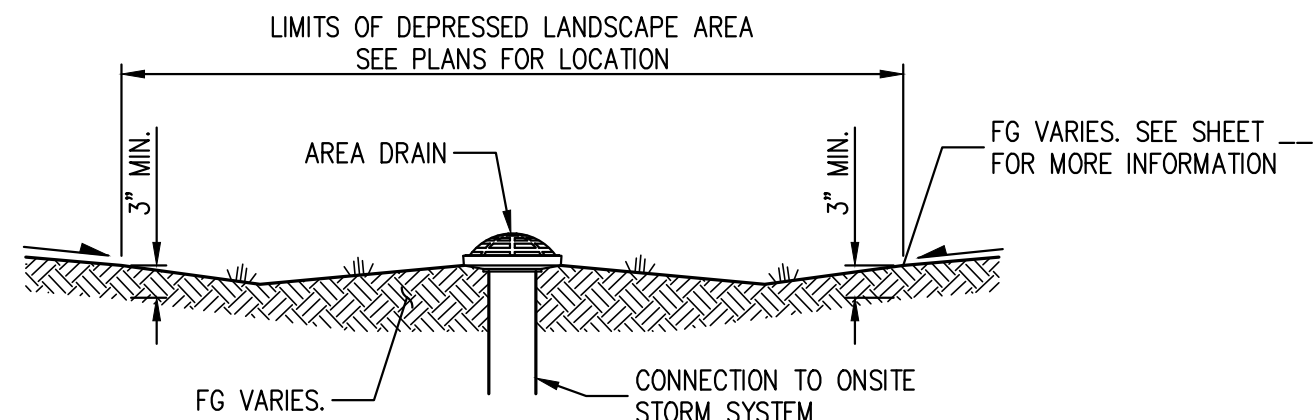
Stormwater Facility Maintenance Requirements

The proposed bio-treatment basins will require routine maintenance, and the developer, Pulte Homes, is the responsible entity for all private stormwater treatment/hydromodification control operations and maintenance. A detailed maintenance plan and inspection checklists will be provided in the Operation & Maintenance Agreement, not part of this narrative.

Sincerely,

John Gaylord
Principal Engineer
Civil Engineering Associates

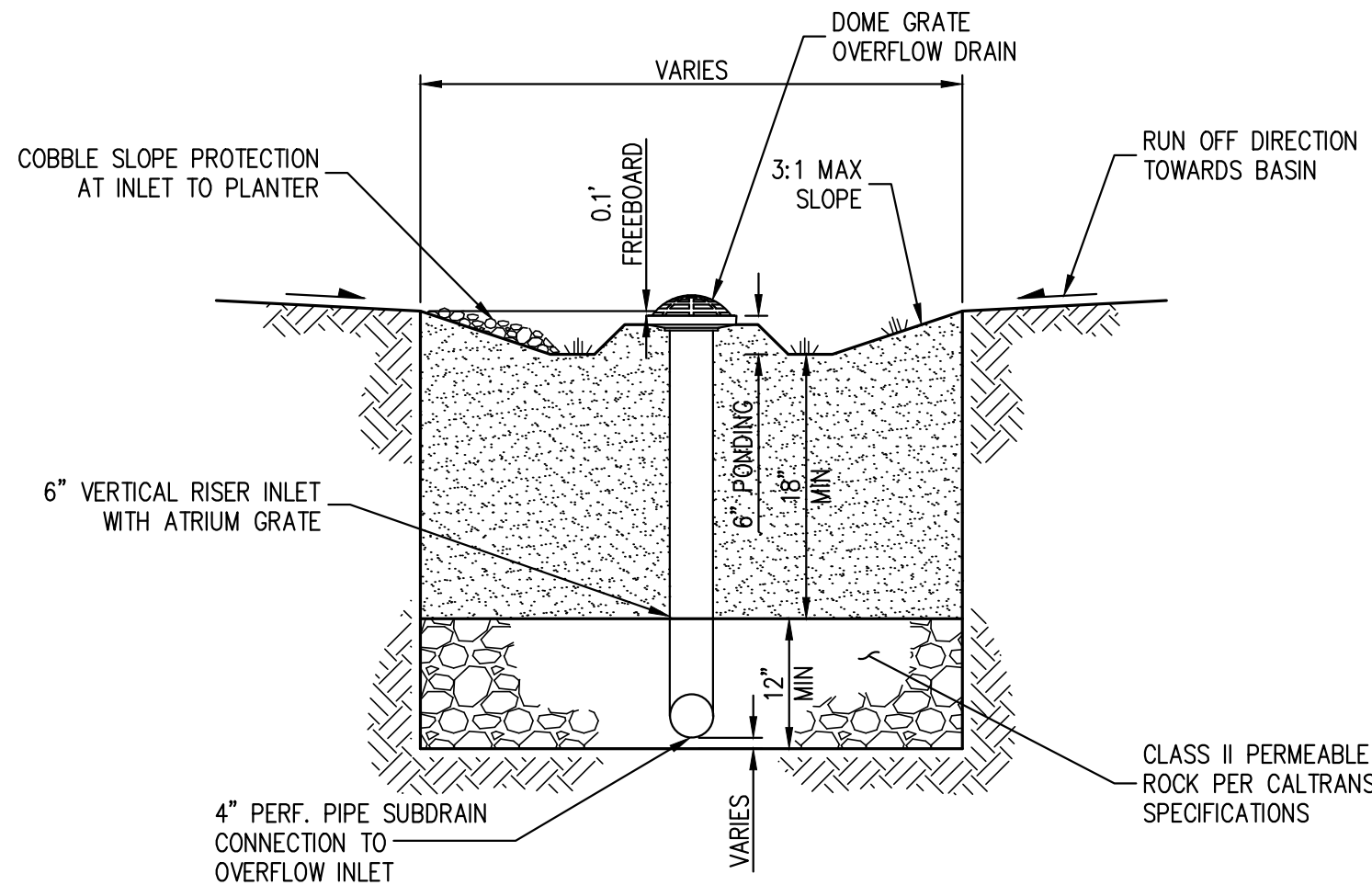




DEPRESSED LANDSCAPE AREAS DETAIL
NOT TO SCALE

NOTES

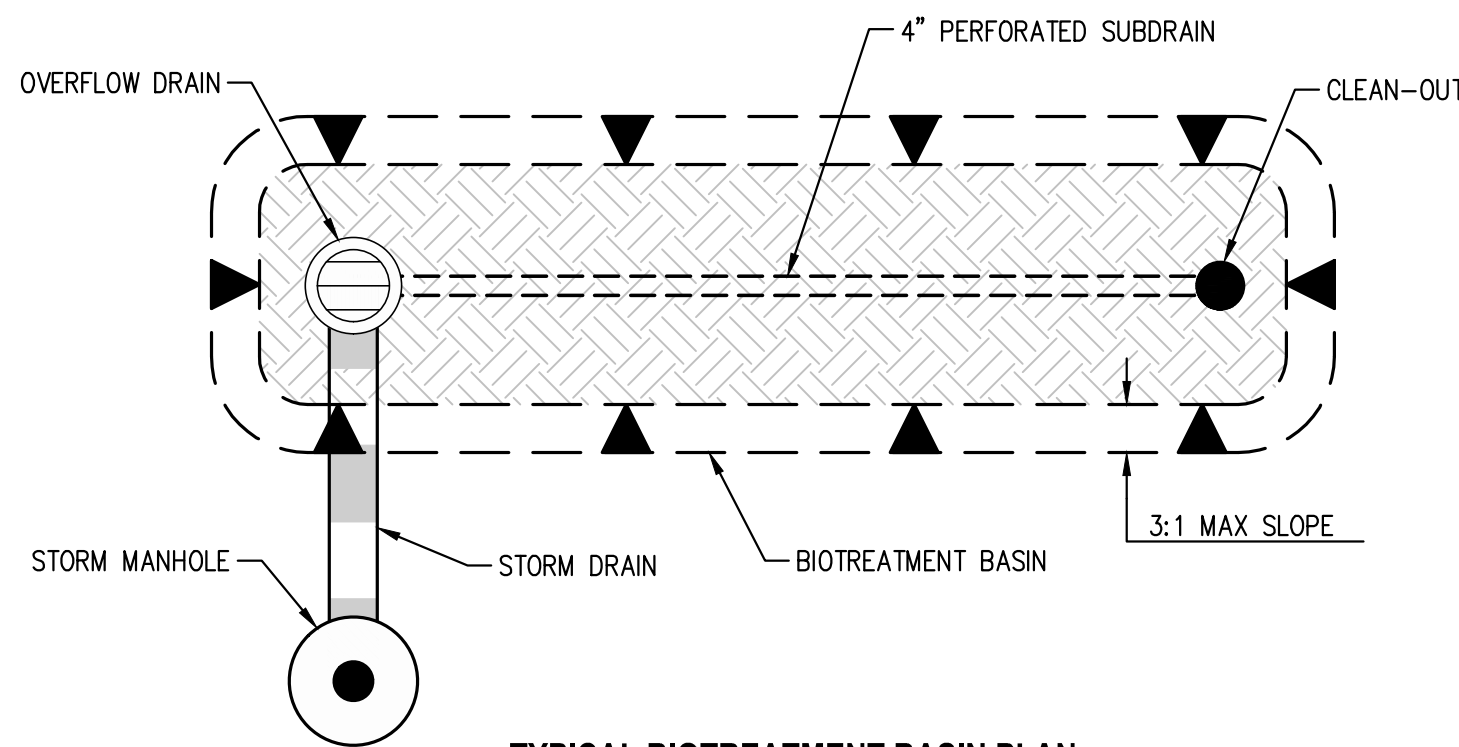
1. THE DEPRESSED LANDSCAPE AREAS ARE INCORPORATED INTO THE SITE DESIGN TO PROVIDE STORMWATER RETENTION TO MEET THE SELF-RETAINING DESIGN CRITERIA FOR SPECIFIC WATERSHEDS.
2. THE DEPRESSED LANDSCAPE AREAS AND THEIR ASSOCIATED SELF-RETAINING AREAS SHALL COMPLY WITH SECTION 4.2 OF THE LATEST SCVURPPP C3 HANDBOOK.



BIOTREATMENT BASIN DETAIL
NOT TO SCALE

NOTES

1. PERFORATION TO BE INSTALLED FACING DOWNWARD.
2. BIOTREATMENT SOIL MIX (BSM) SHALL CONFORM TO THE MUNICIPAL REGIONAL PERMIT REQUIREMENTS SET FORTH IN PROVISION C.3.C.1.(1)(B)(V)
3. SEE LANDSCAPE PLANS FOR PLANTING AND IRRIGATION LAYOUT WITHIN BASIN.



TYPICAL BIOTREATMENT BASIN PLAN
NOT TO SCALE

STORMWATER TREATMENT SUMMARY TABLE

		IMPERVIOUS SURFACES						PERVIOUS SURFACES					TREATMENT MEASURES				
WATERSHED ID	TOTAL WATERSHED AREA (SF)	STREETS (SF)	SIDEWALKS (SF)	PARKING LOTS (SF)	DRIVEWAYS / HARDSCAPE (SF)	BUILDINGS (SF)	TOTAL (SF)	STREETS (SF)	SIDEWALKS (SF)	PARKING LOTS (SF)	LANDSCAPE (SF)	TOTAL (SF)	PROVIDED TREATMENT	REQUIRED TREATMENT	CALCULATION METHOD	TREATMENT METHOD	
1	6,182		749			3,166	3,915	-	-	-	2,267	2,267	217	157	4%	BIOTREATMENT	
2	7,830	1,812			717	4,301	6,830	-	-	-	1,000	1,000	284	273	4%	BIOTREATMENT	
3	5,973	2,231	354			354	2,205	5,144	-	-	-	829	829	213	206	4%	BIOTREATMENT
4	5,948	2,451	305			354	2,205	5,315	-	-	-	633	633	213	213	4%	BIOTREATMENT
5	4,399	940	194			316	2,318	3,768	-	-	-	631	631	158	151	4%	BIOTREATMENT
6	7,857		1,343				3,235	4,578	-	-	-	3,279	3,279	208	183	4%	BIOTREATMENT
7	12,031		1,807				6,338	8,145	-	-	-	3,886	3,886	327	326	4%	BIOTREATMENT
8	7,868	3,785	669		275	1,970	6,699	-	-	-	1,169	1,169	312	268	4%	BIOTREATMENT	
9	7,578	5,546	1,360				6,906	-	-	-	672	672	288	276	4%	BIOTREATMENT	
10	7,828	1,806	-			717	4,292	6,815	-	-	-	1,013	1,013	284	273	4%	BIOTREATMENT
11	5,949	2,521	277			354	2,204	5,356	-	-	-	593	593	215	214	4%	BIOTREATMENT
12	5,939	2,376	283			354	2,203	5,216	-	-	-	723	723	213	209	4%	BIOTREATMENT
13	11,132	4,660	458			581	4,015	9,714	-	-	-	1,418	1,418	429	389	4%	BIOTREATMENT
14	6,325	2,716	217			278	2,207	5,418	-	-	-	907	907	224	217	4%	BIOTREATMENT
15	5,260		923				2,794	3,717	-	-	-	1,543	1,543	249	149	4%	BIOTREATMENT
16	2,633		381				1,582	1,963	-	-	-	670	670	108	79	4%	BIOTREATMENT
17	11,104		1,878				1,878	-	-	-	9,226	9,226			2:1 MAX	SELF-RETAINING	
18	3,316	2,036	1,098				3,134	-	-	-	182	182	146	125	4%	BIOTREATMENT	
19	6,380	1,954	113			182	2,469	4,718	-	-	-	1,662	1,662	251	189	4%	BIOTREATMENT
20	5,581	987	266			238	2,955	4,446	-	-	-	1,135	1,135	229	178	4%	BIOTREATMENT
21	4,803	850	262			195	2,434	3,741	-	-	-	1,062	1,062	229	150	4%	BIOTREATMENT
22	11,911		1,761				6,350	8,111	-	-	-	3,800	3,800	327	324	4%	BIOTREATMENT
23	7,831	1,806				717	4,354	6,877	-	-	-	954	954	284	275	4%	BIOTREATMENT
24	5,940	2,518	308			354	2,201	5,381	-	-	-	559	559	216	215	4%	BIOTREATMENT
25	6,105	2,252	384			355	2,267	5,258	-	-	-	847	847	213	210	4%	BIOTREATMENT
26	6,948		1,143				3,045	4,188	-	-	-	2,760	2,760	223	168	4%	BIOTREATMENT
27	6,191	3,075	365			189	1,755	5,384	-	-	-	807	807	217	215	4%	BIOTREATMENT
28	5,385	2,371	505			129	1,302	4,307	-	-	-	1,078	1,078	185	172	4%	BIOTREATMENT
29	5,022		696				2,804	3,500	-	-	-	1,522	1,522	161	140	4%	BIOTREATMENT
30	2,465		595				1,220	1,815	-	-	-	650	650	103	73	4%	BIOTREATMENT
31	5,841	3,221	395			149	1,405	5,170	-	-	-	671	671	337	207	4%	BIOTREATMENT
32	3,092	1,329	-			134	1,277	2,740	-	-	-	352	352	177	110	4%	BIOTREATMENT
33	8,103	637	1,051				2,746	4,434	-	-	-	3,669	3,669	349	177	4%	BIOTREATMENT
34	7,374	2,369	262			224	2,990	5,845	-	-	-	1,529	1,529	246	234	4%	BIOTREATMENT
35	11,470	3,777	1,936	3,731				9,444	-	-	-	2,026	2,026	449	378	4%	BIOTREATMENT
36	27,987		1,595				20,933	22,528	-	-	-	5,459	5,459	1,018	901	4%	BIOTREATMENT
MAINTENANCE 1	19,047	-						-	-	-	-	19,047	-	-	-	MAINTENANCE	
MAINTENANCE 2	8,920	1,248	4,203					5,451	-	-	-	3,469	3,469	-	-	MAINTENANCE	
SUBTOTAL (SF)	291,548	61,274	28,136	3,731	7,166	107,542	207,849	-	-	-	83,699	83,699	9,302	8,021			
EXISTING SITE	291,548	-	2,861	129,747		91,545	224,153	-	-	-	67,395	67,395					



MILPITAS PLANNING COMMISSION STAFF REPORT

October 11, 2023

APPLICATION:

PULTE HOMES RESIDENTIAL TOWNHOMES AND APARTMENTS – 1355 CALIFORNIA CIR – P-GP22-0001, P-ZA22-0001, P-SD22-0003, P-UP22-0001, P-MT22-0001, P-DB23-0003, P-TR23-0021, P-EA22-0002: A General Plan Text Amendment, Zoning Map Amendment, Site Development Permit, Conditional Use Permit, Vesting Tentative Map, Density Bonus Permit, Tree Removal Permit, and Environmental Assessment to allow demolition of one industrial building, removal and replacement of 27 ordinance-sized trees, and the development of a multi-family residential project consisting of 13 residential buildings, up to 51-feet in height, and one residential apartment building, up to 78-feet in height, for a total of 206 residential units. The project will also include 393 vehicle parking spaces, a 0.32-acre internal park, and associated site improvements on a 6.7-acre site at 1355 California Circle.

RECOMMENDATION:

Staff recommends that the Planning Commission open and close the public hearing; consider the Environmental Impact Report (EIR) prepared for the proposed project pursuant to Public Resources Code Sections 21080(d) and 21082(d) and CEQA Guidelines Section 15064, adopt Resolution No. 23-017, recommending that the City Council approve General Plan Text Amendment No. GP22-0001, Zoning Map Amendment No. ZA22-0001, Site Development Permit No. SD22-0003, Conditional Use Permit No. UP22-0001, Vesting Tentative Map MT22-0001, Density Bonus Permit No. DB23-0003, Tree Removal Permit No. TR23-0021, and Environmental Assessment No. EA22-0002, subject to the findings and Conditions of Approval, and adopt Resolution No. 23-018 certifying the Environmental Impact Report pursuant to Public Resources Code Section 21080(d) and 21082.2(d) and CEQA Guidelines Section 15064.

PROJECT LOCATION:

Addresses and Assessor's

Parcel Number (APN):

Area of City:

1355 California Circle (022-38-007)

Northwestern portion of the City of Milpitas, east of Interstate 880, south of Dixon Road, west of Milmont Drive, north of Cadillac Court

PEOPLE:

Project Applicant:

Jennifer Vo, Pulte Homes Company LLC, Pleasanton, CA

Consultant(s): Land Use Consultant: *Sullivan Land Development*, Campbell, CA
Architects: *AO Architects*, Orange, CA
WHA Architects, Newport Beach, CA
Civil Engineer: *Civil Engineering Assoc., Inc.*, San Jose, CA
Landscape Architect: *Vandertoolen Assoc.*, Napa, CA

Property Owner: *Mathew Property I LLC*, San Jose, CA

Project Planner: Lillian VanHua, AICP, Senior Planner

LAND USE:

General Plan Designation: Neighborhood Commercial Mixed Use (NCMU)
Existing Zoning District: Industrial Park (MP)
Proposed Zoning District: Mixed-Use (MXD)

ENVIRONMENTAL: An Environmental Impact Report (SCH #2022110251) was prepared in accordance with the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Sections 21080(d) and 21082.2(d) and CEQA Guidelines Section 15064.

EXECUTIVE SUMMARY

The City of Milpitas received an application from Pulte Homes (applicant) requesting a General Plan Text Amendment, Zoning Map Amendment, Site Development Permit, Conditional Use Permit, Vesting Tentative Map, Density Bonus Permit, Tree Removal Permit, and Environmental Assessment to allow the development of a multi-family residential project consisting of 13 residential buildings, up to 51 feet in height, and one residential apartment building, up to 78 feet in height, for a total of 206 residential units. The project will also include 393 vehicle parking spaces, a 0.32-acre internal park, and associated site improvements on a 6.7-acre site at 1355 California Circle.

The Project consists of 35 townhome units, 96 stacked townhome units, and 75 apartment units. All 131 townhome units will have an attached two-car garage. 21 of the units will have side-by-side two-car garage configuration, with the rest of the units featuring tandem two-car garage configuration. 31 of the apartment units will be reserved for lower-income (31-60 percent Area Medium Income) households, and the remaining 44 apartment units will be reserved for moderate-income households (81-120 percent Area Median Income) to satisfy the City's Affordable Housing Ordinance.

Since the applicant is offering 15 percent of its housing units to lower-income residents, the Project qualifies for concessions, waivers, and parking reductions under the State Density Bonus Law.

The proposed Project requires approval of seven entitlements, as follows:

1. General Plan Text Amendment No. GP22-0001: To remove language associated with the California Circle Specific Plan within the General Plan 2040. This includes amending the Neighborhood Commercial Mixed-Use (NCMU) designation (pg. LU-6), the “California Circle Specific Plan Overlay” statement (pg. LU-8) and removing Action LU-2b (pg. LU-17).

2. Zoning Map Amendment No. ZA22-0001: To amend the Zoning Map to change the property zoning designation from Industrial Park (MP) to Mixed-Use District (MXD); and
3. Site Development Permit No. SD22-0003: To allow the development of a multi-family residential project consisting of 13 residential buildings, up to 51 feet in height, and one residential apartment building, up to 78 feet in height, for a total of 206 residential units on a 6.7-acre site; and
4. Conditional Use Permit No. UP22-0001: To allow residential units as condominiums and associated subdivision, and tandem parking configuration; and
5. Vesting Tentative Map No. MT22-0001: To establish 14 lots, 131 residential condominium spaces, and related common areas; and
6. Density Bonus Permit No. DB22-0003: To ensure compliance with State Density Bonus law and regulations and grant a modification of the distribution requirement so affordable units can be constructed in the apartment building only; and
7. Tree Removal Permit No. TR23-0021: To remove 27 ordinance-sized trees and replace them with 269 new trees.

Although not an entitlement, Environmental Assessment No. EA22-0002 was prepared to establish CEQA compliance. Additionally, the Project is also requesting an alternate method of compliance with the City's Affordable Housing Ordinance (AHO).

Staff has found the required entitlements comply with the policies, standards, and processes outlined in the State Density Bonus Law, the City of Milpitas 2040 General Plan, the Zoning Ordinance, and other provisions of the Milpitas Municipal Code (MMC), and recommends that the Planning Commission open and close the public hearing, consider the Environmental Impact Report pursuant to Public Resources Code Sections 21080(d) and 2108.2(d) and CEQA Guidelines Section 15064, adopt Resolution No. 23-017, recommending that the City Council approve the above applications, subject to the findings and Conditions of Approval, and Resolution No. 23-018, recommending that the City Council certify an Environmental Impact Report pursuant to Public Resources Code Section 21080(d) and 21082.2(d) and CEQA Guidelines Section 15064. The balance of this report provides specific details regarding the Project.

BACKGROUND

History

On March 9, 2021, the City of Milpitas adopted "General Plan 2040," a long-range planning document that *"identifies the community's vision for the future and provides a framework that guides decisions on growth, development, and conservation of open space and resources in a manner that is consistent with the quality of life desired by the city's residences and businesses."* General Plan 2040 is comprised of land use goals, policies and actions in an effort to provide information to make informed decisions on the City's future development. One of the actions within General Plan 2040 is LU-2B, which states *"seek to prepare and adopt a specific plan for the California Circle area."* The General Plan continues to provide several priorities and objectives to consider when the specific plan is created, which include the following:

- The Specific Plan Land Use Map should include a mix of commercial, office, and industrial park uses, with opportunities for additional residential development in a primarily mixed-use format.
- Establish incentives and provisions for residential density increases for projects with significant affordable housing components.
- Identify improvements to the circulation network, including improved ingress and egress, improved bicycle and pedestrian connectivity, and improved access to trails and linear parkways.
- The provision of new parks and community amenities, including additional open spaces and trails.
- Design standards for improved landscaping, lighting and streetscapes.
- Funding mechanisms to ensure implementation of roadway, infrastructure, and other public improvements shall be established.
- Potential risks to infrastructure and public safety due to flooding or other natural disasters.

On September 21, 2021, the City Council received a presentation from Jim Sullivan, on behalf of Pulte Homes (applicant), to develop a property within the future California Circle Specific Plan area. The proposed project included between 203 – 206 residential units, with 75 units designated for below market rate (BMR) individuals and households. Furthermore, the applicant proposed to proactively market the BMR units to teachers and employees of the Milpitas United School District. City staff had concerns with the proposed residential project because the subject site is located adjacent to the I-880 freeway and is a prime economic development opportunity for the City. The site is also within proximity to the Newby Island regional landfill, and nearby neighborhoods often experience odors from the landfill and a nearby regional wastewater treatment facility. In addition, the existing Industrial Park zoning of the proposed location is not compatible with residential projects. The City Council directed staff to allow the applicant to pursue the necessary entitlements to develop their project without the preparation of a specific plan to address land use and transportation issues in the larger area.

PROJECT DESCRIPTION

Overview

The Project consists of 131 townhome condominium units, 75 apartment units, and associated site improvements, including private alleyways, a 0.32-acre park, and outdoor amenity spaces. The townhomes range from 1,518 to 2,175-square feet in size. The apartment building is comprised of studios, one-bedroom, and two-bedroom units ranging from 411 to 840-square feet in size. The Project also provides 393 vehicle parking spaces (192 spaces within a garage, 46 uncovered guest parking spaces, 56 spaces within the podium parking structure, and 29 spaces adjacent to the podium). The applicant will also dedicate 31 of the apartment units for lower income (31-60 percent Area Medium Income) households and the remaining 44 apartment units for moderate-income households (81-120 percent Area Median Income) to satisfy the City's Affordable Housing Ordinance.

The Project is eligible for certain concessions, waivers, and parking incentives under State Density Bonus Law (Gov. Code § 65915 et seq.) because more than ten percent (10%) of the total units will be reserved for lower-income households, making the units affordable. The “Project Analysis”

section of this staff report includes a full discussion of the State Density Bonus provisions related to this Project.

Location and Context

The Project is located on a 6.7-acre site on the west side of California Circle between Cadillac Court and Dixon Landing Road. Figure 1 shows the location of the proposed Project:

Figure 1 – 1355 California Circle



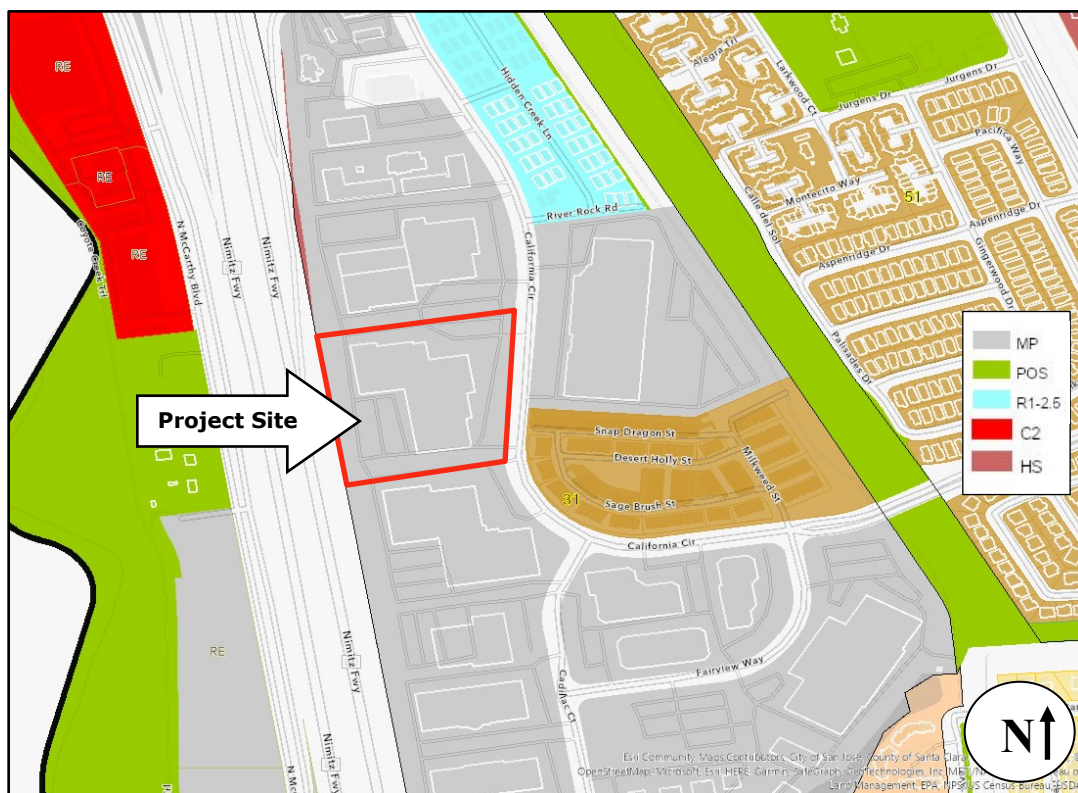
The property is zoned Industrial Park (MP) and within Planned Unit Development (PUD) 31. PUD 31 was established for the Cadillac-Fairview Business Park and Villages, a 131-acre mixed-use industrial and residential project. Table 1 and Figure 2 below summarize the land use designation and surrounding uses of nearby properties:

Table 1: Surrounding Zoning and Land Uses

	General Plan	Zoning	Existing Uses
Subject Site	Neighborhood Commercial Mixed Use (NCMU)	Industrial Park (MP) <i>With amendment: Mixed Use (MXD)</i>	Vacant (Existing Light Industrial Building)
North	Neighborhood Commercial Mixed Use (NCMU)	Industrial Park (MP)	Wholesale Furniture Showroom (KZ Kitchen Cabinet and Stone)

	General Plan	Zoning	Existing Uses
South	Neighborhood Commercial Mixed Use (NCMU)	Industrial Park (MP)	Vacant
East	Neighborhood Commercial Mixed Use (NCMU)	Industrial Park (MP)	Place of Assembly (BAPS Shri Swaminarayan Mandir)
West	N/A	N/A	Interstate 880

Figure 2 – 1355 California Circle (Zoning Map)



PROJECT ANALYSIS

This section will evaluate elements of the proposed Project for conformance with the Milpitas 2040 General Plan, the Zoning Ordinance, and other provisions of the Milpitas Municipal Code, and State Density Bonus Law.

General Plan Text Amendment

The applicant proposes to remove any language from the Milpitas General Plan that requires the preparation or adoption of a specific plan for the California Circle area (General Plan Policy LU-2B); and reclassify the zoning designation from Industrial Park (MP) to Mixed-Use (MXD).

Therefore, the following language will be deleted (as shown as red and ~~stricken through~~ below) from the General Plan.

NEIGHBORHOOD COMMERCIAL MIXED-USE (NCMU) (FAR UP TO 0.75, AND UP TO 1 UNIT PER 1,500 SQUARE FEET OF NONRESIDENTIAL DEVELOPMENT). The Neighborhood Commercial Mixed-Use (NCMU) designation is intended to accommodate a mix of commercial and residential uses with an emphasis on commercial activity as the primary use, and residential uses, hotel, and office development allowed on a limited basis. The NCMU designation encourages active neighborhood serving uses at the ground level, including grocery stores, specialty retail, restaurants, plazas, or walk-in personal services such as banks and salons at FARs up to 0.75.

This designation also provides opportunities for vertical or horizontal mixed-use residential development to provide for area vibrancy and to encourage the redevelopment of aging commercial centers by allowing Multifamily dwelling units at a rate of 1 unit per 1,500 square feet of new or rehabilitated neighborhood-serving retail and commercial services. The City Council may consider the approval of residential-only projects in the NCMU land use designation, ~~provided the project is 100% affordable to the “low” and “very low” income categories, in order to increase the stock of affordable housing in Milpitas.~~

Projects with a residential component are subject to additional policy direction (Policy LU 6-1) to ensure that NCMU areas continue to primarily serve surrounding neighborhoods with commercial services. (see Milpitas General Plan, pg. LU-6)

Furthermore, language stating CALIFORNIA CIRCLE SPECIFIC PLAN OVERLAY under SPECIFIC PLAN DESIGNATIONS (see Milpitas General Plan, pg. LU-8) will be removed, as shown below:

~~CALIFORNIA CIRCLE SPECIFIC PLAN OVERLAY. This future specific plan area is located along California Circle, east of the I-880 corridor, and west of the Penitencia Creek corridor, as shown on the Land Use Map (Figure LU-1). The policy guidance and framework for this area is included in Action LU-2b~~

Lastly, Action LU-2b (see Milpitas General Plan, pg. LU-17 and LU-18) will be modified, as shown below:

Develop and adopt new specific plans in areas where special development standards or guidelines, beyond those identified in the underlying land use designations and zoning standards, are needed or desired in order to carry out a specific vision or goal for the area. ~~Specifically, the City should:~~

- ~~Seek to prepare and adopt a specific plan for the California Circle area, as shown on the Land Use Map. Development of the California Circle Specific Plan should address the following priorities and objectives:~~
- ~~The Specific Plan Land Use Map should include a mix of commercial, office, and industrial park uses, with opportunities for additional residential development in a primarily mixed-use format.~~
- ~~Establish incentives and provisions for residential density increases for projects with significant affordable housing components.~~
- ~~Identify improvements to the circulation network, including improved ingress and egress, improved bicycle and pedestrian connectivity, and improved access to trails and linear parkways.~~
- ~~The provision of new parks and community amenities, including additional open spaces and trails.~~
- ~~Design standards for improved landscaping, lighting and streetscapes.~~
- ~~Funding mechanisms to ensure implementation of roadway, infrastructure, and other public improvements shall be established.~~
- ~~Potential risks to infrastructure and public safety due to flooding or other natural disasters.~~

By approving the General Plan Text Amendment and associated project, the City Council will be given the flexibility to consider a multi-family residential development project at the subject site that provides public benefit exceeding the inclusionary affordable housing requirements in the current Milpitas Municipal Code.

Zoning Map Amendment

The Project Site is zoned Industrial Park, which is intended to accommodate, in a park-like setting, a limited group of research, professional, packaging and distribution facilities and uses which may have unusual requirements for space, light, and air. The Project site will be rezoned to Mixed Use (MXD) to allow a 100 percent multifamily residential development with a density of 21 to 30 units per acre. Furthermore, the MXD district is an implementing zoning district of the General Plan NCMU land use designation. As such, the proposed zoning map amendment will provide consistency with the General Plan designation.

General Plan Conformance

The Project (excluding the General Plan Text Amendment and Zoning Amendment) is consistent with General Plan policies, as demonstrated within Table 2.

Table 2: General Plan Consistency

Policy	Conformance
<i>Policy LU 1-4: Continue to provide for a variety of housing types and densities that meet the needs of individuals and families and offer residents of all income levels, age groups, and special needs sufficient housing opportunities and choices for locating in Milpitas.</i>	Consistent. The Project would develop a total of 206 new housing units within the 6.7-acre Project Site, which would result in a housing density of 30.8 dwelling units per-acre. Approximately 75 units would be rental units offered at a below-market rate. Additionally, the Project would qualify for a State Density Bonus, which would allow for an increase in density.
<i>Policy LU 4-4: Encourage new development to facilitate pedestrian, bicycle and transit access through techniques such as minimizing building separation from public sidewalks; providing safe, direct, accessible, convenient, and pleasant pedestrian connections; including secure and convenient bike storage; and orienting building entrances to transit service.</i>	Consistent. The Project would maintain the existing sidewalks at the Project Site and would also provide bike racks on-site to accommodate pedestrians and bicyclists. The Project Site has also been designed to retain an existing pedestrian crosswalk on California Circle, which will provide pedestrian access to nearby walking trails and a future public park.
<i>Policy 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 clearance 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.</i>	Consistent. The development includes internal private streets within the proposed townhome community for vehicular circulation and to provide access to each townhome. These private streets would be able to accommodate emergency service vehicles, such as fire trucks owned by the City. The proposed apartment parking structure would also provide adequate and safe circulation for vehicles. On-site parking spaces would be provided per residential unit in accordance with the City's parking requirements. Additionally, patterned walkways would also be provided within the townhome community to provide clear and easy access among the different components of the site. The proposed townhomes would install external lighting structures that would be mounted to each building to provide lighting and security to the proposed paseos, outdoor recreation area and outdoor parking spaces. The proposed apartment complex would also install mounted lighting structures. Furthermore, site plans for the Project would

Policy	Conformance
	be reviewed by the City and the Milpitas Fire Department (MFD) to ensure that fire protection measures and building safety measures would be implemented.
Policy LU 2-3: <i>Allow densities and intensities which exceed the generally allowed ranges defined by the underlying land use for projects utilizing Density Bonus provisions (included within the Milpitas Affordable Housing Ordinance Title XII - HOUSING Chapter 1 - AFFORDABLE HOUSING ORDINANCE) including bonuses for senior housing, affordable housing, and for projects within designated overlay districts included in Milpitas Municipal Code Section 12 - Overlay Districts and Standards</i>	Consistent. The Project includes an apartment complex with over 15 percent of the proposed units being made available at a low-income rental rate. Furthermore, the Project would adhere to all applicable requirements with Title XII of the Milpitas Affordable Housing Ordinance. No proposed Overlay District is included as part of the Project.
Policy LU-1-7: <i>Recognize that the Land Use Map may be amended in accordance with State law in order to ensure that there is an adequate supply of commercial, business park, industrial, public facility, parks, residential, and other desired land uses to serve the City's needs.</i>	Consistent. The applicant proposes to amend the Land Use Zoning Map to replace industrial/employment uses with multi-family residential uses that include affordable housing above the inclusionary standards. The increase of market rate and affordable housing will serve the City's needs in creating housing stock to meet the Regional Housing Needs Allocation (RHNA) required by the State Department of Housing and Community Development.
Policy CD-10: <i>Design multi-family residential, mixed use, commercial, and employment-generating development in neighborhoods, districts, and centers to:</i> <i>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;</i> <i>b.) Locate building access points along sidewalks, pedestrian areas, and bicycle routes, and include amenities that encourage pedestrian activity;</i>	Consistent. The Project would provide open space and recreational amenities on-site with an outdoor recreational area that consists of an outdoor playground, two turf areas, picnic tables with a sail structure providing shade, a bench, and bike racks for bicyclists. The proposed outdoor recreational area would be visible for pedestrians, bicyclists, and motorists travelling along California Circle. The Project would also include several walkways and two walking paseos that provide pedestrian amenities (i.e., benches). Pedestrian and bicycle access to the Project Site would be provided along California Circle. Pedestrian access on-site would be provided to each townhome building and the proposed apartment complex. Additionally, pedestrian

Policy	Conformance
<i>c.) Create a human-scale ground-floor environment that includes public open areas that separate pedestrian space from auto traffic or where they intersect, give special regard to pedestrian safety; and</i> <i>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</i>	and bicycle routes would be provided via walkways and sidewalks. Refer to response to Policy CD 2-7 regarding the proposed lighting fixtures for the Project. The Project will include a direct connection to an existing pedestrian crosswalk on California Circle, and the primary driveway will be located away from the crosswalk to enhance pedestrian safety. The existing pedestrian sidewalk connects through an existing residential neighborhood to the City's trail system along nearby waterways.

Zoning Conformance

The project site is currently zoned MP Industrial Park and within Planned Unit Development no. 31 (PUD 31). The proposed zoning map amendment will change the existing zoning from MP Industrial Park to MXD Mixed Use and remove the site from PUD 31. The zone change is necessary in order to facilitate the Project's proposed residential density under the Project site's current General Plan designation of Neighborhood Commercial Mixed Use (NCMU). The MXD zoning district allows a 100 percent residential project. This would bring the Project site into conformance with the General Plan, as the MXD zoning district is an implementing zoning district under the General Plan land use designation of NCMU. Moreover, PUD 31 was created to facilitate industrial development. Since the proposed Project consists of a residential development, PUD 31 conditions are no longer applicable.

As demonstrated in Table 4, the project is consistent with most of the applicable development standards for the MXD Mixed Use Zoning District. Where the project is not in compliance with objective standards, the State Density Bonus Law requires the City to grant appropriate concessions, waivers, and parking reductions for qualifying projects.

Table 4: Summary of MXD Development Standards

Development Standard (MXD)	Required	Proposed	Conformance
Density	21-30 du/ac	30.8 du/acre	Yes, <i>with Density Bonus</i>
Front Yard Setback	Minimum of 8 feet and a maximum of 15 feet from back of sidewalk. The sidewalk is based on either the existing sidewalk or assumed 10-foot-wide sidewalk, whichever is wider	Townhomes and stacked flats: 12.5 feet from back of sidewalk Apartment building: 18-foot-10-inches	Yes Yes, <i>with Density Bonus</i>
Side Yard Setback (Minimum)	10 feet	15 feet	Yes
Rear Yard Setback (Minimum)	10 feet	40 feet	Yes
Height	Principal building: 3 stories and 45 feet	12-plex: 4 stories and 51 feet 7-plex: 3 stories and 39-feet-6-inches Podium: 6 stories and 77-feet-4-inches	Yes, <i>with Density Bonus</i>
Landscaping	All required front and street setback areas shall be landscaped or paved to allow for outdoor seating, display or goods, or street furniture	All required front and street setback areas are landscaped or paved	Yes
Parking	Studio: 1 covered per unit 1 bedroom: 1.5 covered per unit 2-3 bedrooms: 2 covered per unit Guest: Projects with parking structures: 15 percent of the total required, may be uncovered	393	Yes, <i>with Density Bonus</i>

Development Standard (MXD)	Required	Proposed	Conformance
	Projects with private garages: 20 percent of the total required, may be uncovered Total: 445		
Bicycle Parking	5 percent of the total required Total: 22	22	Yes

State Density Bonus Law

To encourage affordable housing production, the State Density Bonus Law (Gov. Code § 65915 et seq.) allows developers to receive a density bonus and other incentives, such as concessions, waivers, and parking reductions, when affordable housing is incorporated within a project. The Density Bonus is a state mandate, and any Project that meets the requirements of the state law is entitled to receive the incentives associated with it.

The City Council, after recommendation by the Planning Commission, may authorize an increase in allowable dwelling unit density for those residential projects that assist in meeting the lower income or senior housing needs of the community. When the Planning Commission and Council make a finding that a developer has complied with the requirements of MMC Sections XI-10-54.15(D)(4), Standards, and XI-10-54.15(E), Density Bonus Conditions, the City Council may award a density increase, with the approval of the project. Moreover, MMC Section XI-10-54.15(D)(2) states that all affordable units shall be reasonably dispersed throughout the project, shall contain on average the same number of bedrooms as the non-affordable units in the project, and shall be comparable with the non-affordable units in terms of appearance, materials and finished quality. The Planning Commission may recommend to the City Council modifying the requirements as to unit size or type, if it is found that such a modification would better serve the affordable housing need of Milpitas.

Since the Project reserves 10 percent or more of the total housing units for lower income households, the density bonus shall be an increase of 20 percent over the maximum allowable residential density under the General Plan and Zoning Ordinance. The applicant may also request waivers and concessions under the State Density Bonus Law. The Project proposes to satisfy its affordability requirement by reserving all of the apartment units as affordable, with 31 apartment units at the lower-income rental level and 44 apartment units at the moderate-income, rather than disperse the affordable units across the Project site. If granted the modification, the overall total number of affordable units at the lower-income level satisfies both the 15 percent total units required under the City's Affordable Housing Ordinance and the State Density Bonus. Furthermore, the City must grant any waivers and concessions requested by the applicant for a qualifying project under the State Density Bonus Law.

Table 5 outlines the density bonus, waivers, and parking reductions requested for the proposed Project.

Table 5: State Density Bonus – Concessions, Waivers, and Incentives

Type of Modification	Standard	Applicant Request	Justification	Discretion
<i>Density Bonus</i>	21-30 du/ac	30.8 du/ac	By allowing additional density, more affordable units will be provided to meet the City's Regional Housing Needs Allocation (RHNA) obligation.	The density bonus is allowed under State Density Bonus Law and must be granted by the City.
<i>Waiver(s)</i>	Front Setback: Minimum 8 feet, Maximum 15 feet	Apartment Building: 18-foot-10-inches	A greater front yard setback is needed to create a better streetscape along the project frontage and incorporate ADA accessible ramps leading to the leasing office.	This waiver is allowed under State Density Bonus Law and must be granted by the City.
<i>Waiver(s)</i>	Building Height: 3 stories and 45 feet	12-plex: 4 stories and 51 feet 7-plex: 3 stories and 39-feet-6-inches Podium: 6 stories and 77-feet-4-inches	The proposed building heights are necessary to achieve the proposed density and the open space areas. The podium apartment building would not be financially feasible to build with less units or at a lower height.	This waiver is allowed under State Density Bonus Law and must be granted by the City.
<i>Parking Reduction</i>	Studio: 1 covered per unit	Studio: 1 covered per unit	The Project is providing the maximum number	This waiver is allowed under State Density

Type of Modification	Standard	Applicant Request	Justification	Discretion
	1 bedroom: 1.5 covered per unit 2-3 bedrooms: 2 covered per unit (Pursuant to MMC Section XI-10-53.09)	1 bedroom: 1 per unit 2 bedrooms: 1.5 per unit (Maximum, pursuant to State Density Bonus law) Total: Podium - 85 spaces	of required parking spaces under State Density Bonus Law.	Bonus Law and must be granted by the City.
<i>Parking Waiver</i>	Guest Vehicle Parking requirement: Projects with parking structures: 15 percent of the total required, may be uncovered; Projects with private garages: 20 percent of the total required, may be uncovered. Townhomes: 52.4 guest spaces	To provide 46 guest vehicle parking spaces when 52.4 vehicle parking spaces are required per MMC.	By relocating the main entrance to the condo/townhome and creating a more optimal trash pickup area for the apartment building, the Project was unable to provide 6 additional guest spaces. The State Density Bonus Law provides a reduction in the minimum parking requirements for qualifying projects.	A waiver of minimum parking standards is allowed under State Density Bonus Law and must be granted by the City.
<i>Parking Waiver</i>	Compact stalls shall be used only in Projects within R3, R4, and R5 zones.	Compacts stalls dispersed throughout the proposed MXD zoned site.	The dispersal and design of compact stalls are necessary to provide adequate parking for the Project.	A waiver of parking standards is allowed under State Density Bonus Law and must be granted by the City

Off-Street Parking Standard Waivers

MMC Section XI-10-53.07(B) allows parking areas and garages containing ten (10) or more stalls serving multi-family residential uses within the R3 zones up to 40 percent of the required and non-

required stalls to be designated as compact stalls. Since the Project site will be rezoned to MXD Mixed Use, the Project is not permitted to have compact parking stalls. However, compact stalls are necessary in order to provide as much of the required number of guest spaces as possible and facilitate the physical construction of the proposed development.

Parking Incentives

Under the State Density Bonus Law, an applicant who qualifies for a density bonus may propose reduced parking standards. The project must also provide 15 percent of the total required parking as guest parking within the parking structure and an additional 20 percent of the total required vehicle parking as guest parking for the portion of the project with private garages. However, under State Density Bonus Law and upon a developer's request, the City must allow a reduction in vehicle parking, as shown in Table 6.

Table 6: Maximum Parking Requirements (under State Density Bonus Law)

Type of Unit (or Guest Parking)	Number of Vehicle Parking Spaces
Studio and One Bedroom	One space
Two-Bedroom and Three-Bedroom	1.5 spaces
Guest Parking	Zero spaces

The applicant has requested reduced parking standards and has proposed to provide the following, as demonstrated in Table 7.

Table 7: Parking Analysis (under State Density Bonus Law)

Land Use	Unit Count	Rate	Maximum Spaces Required	Spaces Provided	Notes
Podium					
Studio and 1 bedroom	56	1 / unit	56	56	
Two bedrooms	19	1.5 / unit	29	29	
Townhomes					
Three bedrooms	131	1.5 / unit	196.5	262	
Guest Parking	N/A		0	46	Included as part of the total number of parking spaces required under the State Density Bonus Law
Total			282	393	

As noted in the Project Description, each three-bedroom townhome unit will include a two-car garage; 21 will be side-by-side garages and the remaining will be tandem garages. There will be 56 parking spaces within the parking structure of the podium building and 29 uncovered spaces.

In addition, 46 additional surface parking spaces will be provided for guests along the internal private streets, making a total of 393 vehicle spaces and consistent with the reduced parking standard under the State Density Bonus Law.

Subdivision Ordinance

The Project's form, content, and dedications of the proposed tract map have been reviewed by the City of Milpitas Engineering Department and deemed consistent with the provisions of MMC Section XI-1-4 (Tentative Maps), as outlined in Resolution No. 23-017. Tentative Maps require approval of a Resolution by the Planning Commission recommending final approval by the City Council.

Architectural Design

The Project's design concept includes six three-story seven-plex residential buildings and eight four-story 12-plex residential buildings, and a six-story apartment building consistent with existing residential development along California Circle. The contemporary design includes the following design accents and materials:

Townhomes

- | | |
|---------------------|-------------------------------------|
| • Roof: | Composition Shingle |
| • Exterior: | Stucco Finish and Panel Siding |
| • Accents: | El Dorado Stone, and Metal Railings |
| • Window/Door Trim: | Vinyl frame |
| • Entry Door: | Contemporary Front Entry Door |
| • Garage Door: | Sectional Garage Door |

The renderings of the two townhome products are shown in Figures 3 and 4. The colors and materials board are shown on Figures 5 and 6.

Figure 3 – 7-plex Townhomes

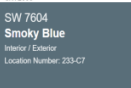


Figure 4 – 12-plex Townhomes

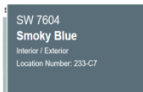


Figure 5 – 7-plex Colors and Materials Board

Color and Material Palette

ACCENT STUCCO AND SIDING SW 6219 	STUCCO BODY COLOR-1 SW 7006 	STUCCO BODY COLOR-2 SW 7688 	ACCENT- METAL RAILING AND ENTRY DOOR COLOR SW 7076 
GARAGE DOOR COLOR SW 7604 Smoky Blue Interior / Exterior Location Number: 233-C7 			

Color and Material Palette - 2

ACCENT STUCCO AND SIDING SW 7604 Smoky Blue Interior / Exterior Location Number: 233-C7 	STUCCO BODY COLOR-1 SW 7757 High Reflective White Interior Location Number: 256-C1 	STUCCO BODY COLOR-2 SW 7666 Fleur de Sel Interior / Exterior Locator Number: 258-C3 	ACCENT- METAL RAILING SW 7076 
GARAGE DOOR COLOR SW 7688 	ENTRY DOOR COLOR SW 2839 Reynolds Copper Red Interior / Exterior 		

LIGHT FIXTURE AT PORCH AND UNCOVERED BALCONY



LIGHT FIXTURE AT GARAGE DOOR



ADDRESS LIGHT FIXTURE



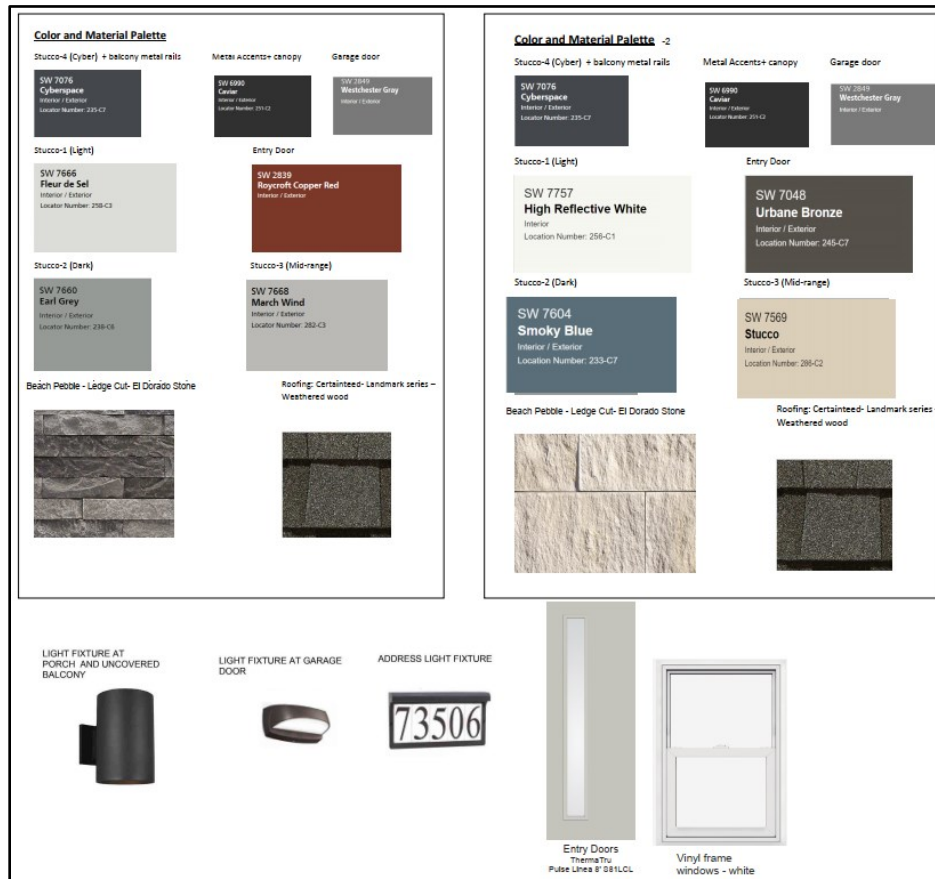


Entry Doors
Thermatru
Pulse Linea 8' S81LCL



Vinyl frame
windows - white

Figure 6 – 12-plex Colors and Materials Board



Apartment Building

The proposed six-story multi-family residential building maintains a strong relationship to the street in that its primary entrance is oriented toward the street. The east exterior walls and roof top include architectural relief in the form of fenestration along the front and massing differentiation along the roof segments. The building's design features exterior plaster walls, vinyl windows, accented with stone veneer and wood frame canopies along the ground floor, along with an aluminum storefront system. The color for the materials proposed are neutral grays and earth tones with white and darker colors used to break up the massing of the building. The building has a well-defined base consisting of storefront windows with aluminum horizontal and vertical dividers, a canopy and a change in color and material. There is also a change in roof heights that highlight various portions of the building.

The rendering of the apartment building is shown on Figure 7 and the colors and materials board is on Figure 8.

Figure 7 – Apartment Building Facing East towards California Circle



Figure 8 – Apartment Colors and Materials Board



Tree Removal and Landscaping Requirements

The Project includes removal of 49 existing trees, including 27 protected trees, from the project site. Pursuant to MMC Title X, Chapter 2 (Tree Maintenance and Protection), the project will plant two replacement trees for every one protected tree that is removed, or 54 new trees planted on the site. The Project will be planting 269 new trees on site, as demonstrated in Figure 9. Other new landscaping will include various shrubs, grasses, and perennials.

Figure 9 – Landscape Plan



Parkland and Open Space Requirements

The City's Subdivision Ordinance requires new subdivisions to dedicate five acres of parkland for every 1,000 persons or payment of park in-lieu fees, as allowed by MMC Section XI-1-9 (*Improvements: Dedication of Land or Payment of Fee or Both, for Recreational Purposes*). Additionally, at least 60 percent of the parkland requirement must be provided as public park lands. The Parkland Fee is based upon the estimated number of persons expected to reside in the development (per U.S. Census definitions) and the estimated value of parkland in the City of Milpitas (currently \$2,787,840 per acre).

The City estimates 2.49 people will occupy each unit. The Project proposes 206 units, resulting in an estimated population of 513 persons. Based on this population estimate, the applicant must provide 1.8 acres of parkland, equivalent to approximately \$5,004,981.27.

To satisfy the parkland requirement, the Project includes 80,506 square feet of open space and private recreation on site. Each townhome has private balconies, totaling 11,166 square feet. The apartment building has two decks, totaling 4,720 square feet. There is also an internal 0.32-acre park with facilities for both passive and active recreation. Where private open space for park and recreational purposes is provided in a proposed subdivision and such space is to be privately owned and maintained by the future residents of the subdivision, such areas shall be credited against the requirement of dedication for park and recreation purposes. Since MMC Section XI-1-9.06

requires that 60 percent of the parkland requirement must be provided as public parklands, and no public parkland is proposed, the Project must pay the required 60 percent, as the Project will receive credit for the remaining 40 percent for its private open space. Table 8 demonstrates how the Project will meet its parkland requirement.

Table 8: Parkland Requirements Analysis

Pulte Townhomes and Apartments Proposed	206
Pulte Townhomes and Apartments Population Estimate (2.49 persons/unit per Census)	513 persons
Citywide Parkland Requirement	5 acres/1,000 people or equivalent fees-in-lieu
Total Parkland Acreage or In-Lieu Fee Required	1.8 acres / \$5,004,981.27
Private Recreation / Open Space provided	1.8 acres (only 0.72 acres can be counted for Park- In Lieu fee purposes)
Public Recreation / Public Park Land provided	0.0 acres
Balance of Parkland Acreage or In-Lieu Fee Due	\$3,002,988.76

Affordable Housing Ordinance

According to MMC Section XII-1-3.00 (Affordable Housing), the applicant must reserve fifteen percent (15 percent) of the total number of dwelling units within the development as affordable units. As part of the development application, the applicant may request and the City Council, at its discretion, may waive, wholly or partially, the requirements of this Chapter and approve alternate methods of compliance if the applicant demonstrates, and the City Council finds, that such alternate methods meet the purposes of the AHO and the Council can make the findings for such alternative methods as set forth in Section MMC XII-1-4.A.

The City's Affordable Housing Ordinance (AHO) requires the following of affordable units:

- The bedroom mix of the affordable units should be proportionate to the bedroom mix of the market rate units, provided that the City may allow a different unit mix to meet other City goals as determined by the City Council.
- The square footage of the affordable housing units must be reasonably consistent with the market rate units in the development although smaller unit sizes may be allowed by the Director or Building Safety and Housing if the developer provides adequate justification and reasons why the provision of small unit sizes would further the City's housing goals and the AHO.
- All affordable units shall be reasonably comparable in terms of floor plan and base finish amenities to market rate units in the proposed development.
- The quality of the exterior design, landscaping, and construction of the affordable units shall be consistent with the other units in the proposed development.
- Affordable units shall have the same access to common entrances from the exterior as market rate units.

- Affordable units shall have the same access to all project amenities and recreational facilities available to market rate units.
- All affordable units shall be reasonably dispersed throughout the project and for residential structures higher than eight stories, the affordable units shall be evenly distributed throughout the bottom 60 percent of the floors or higher.

The breakdown of unit types required to satisfy the ordinance is provided in the Table 9 below.

Table 9: AHO Requirements

Unit Type	Units Developed	AHO Requirement	Units Required
Townhome	131	15 percent	19.65
Apartment	75	15 percent	11.25

In order to comply with this section, the ordinance requires the applicant to provide 20 townhomes and 11 apartment units for affordable housing, for a total of 31 affordable housing units.

The applicant proposes to meet the City's affordable housing requirement by reserving 31 of the apartment units on-site for lower-income households, meeting the 15 percent requirement of the total number of dwelling units. The applicant will also reserve the remaining 44 apartment units for moderate-income households.

By granting this exception to the City's AHO, the Project would add 75 deed restricted units, or 44 additional units, to its affordable housing stock and help the City meet its RHNA obligation. It is important to note that the apartment units are designed for rental occupancy. As such, the moderate-income units would not qualify towards the 15 percent affordability requirement, as rental units that qualify for the 15 percent must be at or below low-income or 80 percent AMI. Additionally, the total number of bedrooms under the applicant's deviation would be 94, whereas the standard ordinance would only require 74 bedrooms. Moreover, the total square footage of living space under the standard ordinance is approximately 41,548 square feet, whereas the Project would be providing 45,661 square feet (or ten percent more).

Implementation

Prior to the City allowing occupancy for an affordable unit, resale restrictions or rental controls, or both, as the case may be, shall be set forth in an agreement between the City and the applicant, which agreement shall be recorded against the property containing the affordable units. The agreement shall be executed by the City Manager or designee, and its requirements shall run with the land and bind the applicant's successors. Covenants on the affordable units shall not be less than 55 years.

Pursuant to MMC Section XII-1-6.03, eligible potential occupants of affordable units will be qualified on the basis of household income, the median combined household income statistics for Santa Clara County published periodically by the California Department of Housing and Community Development (HCD), all sources of household income and assets, the relationship between household size and the size of available units, and any further criteria required by law. The applicant shall use an equitable selection method established in conformance with the terms of the AHO and subject to approval by the City. The selection criteria may not distinguish

between adults and children. Subject to the requirements of state and federal fair housing laws and regulations, the City shall endeavor to make housing available for Milpitas residents, former Milpitas residents who have been displaced, households with children enrolled in the Milpitas Unified School District that have inadequate housing as defined in the federal McKinney-Vento Homeless Assistance Act, and employees employed within the boundaries of the City of Milpitas, and may develop selection criteria to implement these goals. The applicant will pursue active marketing, conduct affordable housing workshops, extensive advertising and other measures to ensure that residents and employees are informed and educated about the availability of affordable units.

Traffic and Access

Vehicular access to the proposed townhomes will be provided via two driveways; the existing driveway on the southeastern end of the Project site, along California Circle, will be maintained and the existing northeastern driveway will be moved south towards the middle of the Project site. Internal private streets will be constructed on-site to provide access to each townhome garage and associated 46 surface guest parking spaces. The proposed private streets will also serve as vehicular circulation on-site. For pedestrian access and circulation, the Project will include internal sidewalks and curbs along each private street.

Vehicular access to the proposed apartment complex will be provided via one new driveway located on the northeastern corner of the Project site, along California Circle. A 150-foot long drive aisle will be provided at the ground level of the apartment complex for vehicular circulation through the apartment's proposed surface parking lot and access to the parking structure. The apartment parking structure will provide a separate, internal circulation for vehicles to enter, park, and/or exit. The parking structure will provide a total of 56 residential parking spaces, and the on-site surface parking lot would provide an additional 29 spaces, for a total of 85 spaces. Ten spaces will be utilized as electric vehicle (EV) charging stations. No additional guest parking will be provided onsite.

Grading

The proposed Project would result in the demolition of all existing structures, paving, and landscaping on the subject site. In addition, the applicant proposes to fill the site to raise the finish grade heights to meet flood zone requirements.

Utilities

The project site is located in an urban area and is currently served by existing utilities, including water, sanitary sewer, storm drainage, electricity, and telecommunications infrastructure. All public utilities will be provided to the Project site.

Climate Action Plan

The City of Milpitas Climate Action Plan (CAP) was adopted in 2013 and included Greenhouse Gas (GHG) reduction goals, policies, and actions for new and existing development projects. The Project would follow these goals and policies by locating future residents near public transportation, jobs, restaurants, and services. The City recently adopted the Climate Action Plan Update on August 9, 2022. In addition, the Project would incorporate green building measures in

compliance with CAL Green standard building measures for residential buildings and Title 24 requirements to reduce energy usage.

Development Fees

The Project is subject to the following impact fees:

Parkland Impact Fee

As shown on Table 8, the Project will comply with the City's Parkland requirement by paying the Park-In-Lieu fee in the amount of \$3,002,988.76.

Public Art Fee

The Project will comply with the City's Public Art Requirements for Private Development, as set forth in MMC Section XI-10-14. This fee/obligation is currently set at one-half of one percent of building development costs. The proposed Project will either install Publicly Accessible Art on the development site or pay the fee based on the construction valuation at the building permit issuance. The Public Art to be installed will be reviewed and approved by the Art Commission.

FINDINGS FOR APPROVAL

A finding is a statement of fact relating to the information that the Planning Commission has considered in making a decision. Findings shall identify the rationale behind the decision to take a certain action.

General Plan Text Amendment

To approve the General Plan Text Amendment, the following findings must be made pursuant to Milpitas Municipal Code Section XI-10-57.02:

1. *The proposed amendment is internally consistent with those portions of the General Plan which are not being amended.*

The proposed General Plan Text Amendment is remaining consistent with those portions of the General Plan not being amended because the existing general plan designation (which contemplates the future development) will remain intact, and therefore will not affect other elements of the general plan. The General Plan Text amendment is removing language about the creation of the California Circle Specific Plan. By removing this language, the City Council will have the flexibility to consider development projects within the California Circle area that provide public benefit above and beyond what the zoning ordinance requires, without compromising the integrity of the remaining elements of the general plan.

2. *The proposed amendment will not adversely affect the public health, safety, and welfare.*

The proposed General Plan Text Amendment will not adversely affect the public health, safety and welfare because the proposed language has no direct effect on public health, welfare and safety. The amendment is to enable the City Council to modify their current decision making framework for land use decisions for projects that support citywide community goals, such as increasing affordable housing stock and partnering with community groups such as Milpitas Unified School District, in order to enhance the Milpitas community character.

Zoning Map Amendment

To approve the Zoning Map Amendment, the following findings must be made pursuant to Milpitas Municipal Code Section XI-10-57.02 (G)(3):

1. The proposed amendment is consistent with the General Plan.

The proposed map amendment is consistent with the General Plan because the proposed zoning (MXD) is an implementing zoning district of the existing Neighborhood Commercial Mixed Use (NCMU) general plan designation.

2. The proposed amendment will not adversely affect the public health, safety and welfare.

The proposed map amendment will not adversely affect the public health, safety and welfare because the zoning map amendment will implement a land use designation that is consistent with the permitted general plan land use designation. An environmental consultant has reviewed the project and that traffic, environmental impacts, access to essential services, and community well-being will not be impacted in a manner that would significantly affect public health, safety and welfare. If the project is developed, it has been conditioned to comply with federal, state, and local laws and regulations related to public health, safety, and welfare. This includes zoning ordinances, building codes, environmental regulations, and safety standards.

Vesting Tentative Map

To approve the Major Vesting Tentative Subdivision Map, the following findings must be made pursuant to Milpitas Municipal Code Section XI-1-20.01:

1. The tentative subdivision map is consistent with the General Plan.

The Project is requesting a General Plan Text Amendment to remove language associated with the California Circle Specific Plan within the General Plan 2040. With the approval of a General Plan Text Amendment, the proposed Project is consistent with the Milpitas General Plan, as demonstrated and outlined in Table 2.

2. None of the conditions identified in California Government Code Section 66474 exist, to wit:

A. The proposed map is not consistent with applicable general and specific plans as specified in Government Code Section 65451.

As outlined above, the Project includes the development of 131 residential condominium units and 75 apartment units at a density of 30.8 dwelling units/acre. The General Plan land use designation applicable to the site (Neighborhood Commercial Mixed Use (NCMU), and with the zoning map amendment to Mixed Use (MXD)) permits residential development at densities of 21 to 30 dwelling units/acre. Given that the Project also qualifies for a Density Bonus, the map is therefore consistent with the General Plan.

B. The design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.

The Project proposes 30.8 dwelling units per acre, consistent with the 21-30 dwelling units per acre allowed by the General Plan, the proposed rezoning, and the State Density Bonus Law.

C. The site is not physically suitable for the type of development.

The site is adjacent to other residential properties that have been recently rezoned to high density multi-family (R3) and single-family residential (R1-2.5). In addition, this site is suitable for the higher density development based on the location, physical attributes, and proposed infrastructure improvements.

D. That the site is not physically suitable for the proposed density of development.

The project site is within the Neighborhood Commercial Mixed Use NCMU General Plan designation, and is being rezoned to Mixed Use MXD, which permits residential development at 21 to 30 dwelling units per acre. The design will physically suit the site by providing required utilities, sufficient open space, and adequate residential living facilities.

E. The design of the subdivision or the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

The Project, including the subdivision and its associated improvements, is located in an urbanized area and was previously developed as an industrial building. Therefore, it will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

F. The design of the subdivision or type of improvements is likely to cause serious public health problems.

The Project, including the subdivision and its associated improvements, has been designed in a manner that will not cause serious public health problems. The Project has been reviewed by Building, Fire, Land Development, Traffic, Water, and Solid Waste Departments. As a result, it has been determined that it can be adequately serviced to preserve public health and wellness.

G. The design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.

Upon review of the subdivision map, it has been determined that the design of the subdivision or the type of improvements will not conflict with any easements acquired by the public at large, for access through or use of, property within the proposed subdivision.

Site Development Permit

To approve the Site Development Permit, the following findings must be made pursuant to Milpitas Municipal Code Section XI-10-57.03(F):

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

The Project consists of 131 townhome condominium units and 75 apartment units and associated site amenities on a 6.7-acre site. Overall, the Project's contemporary architectural design visually relates to and is compatible with the adjacent townhome projects along California Circle. Colors are earth tone shades of browns, blues, and reds. In addition, future residents of the townhomes will access garages via private alleyways, similar to nearby residential developments. The proposed buildings' heights ranges from 39.5 feet to 77-feet-4-inches. The proposed six-story multi-family residential building maintains a strong relationship to the street in that its primary entrance is oriented toward the street. The east exterior walls and roof top include architectural relief in the form of fenestration along the front and massing differentiation along the roof segments. The building's design features exterior plaster walls, vinyl windows, accented with stone veneer and wood frame canopies along the ground floor, along with an aluminum storefront system. The Project as built will further strengthen the identity of the existing neighborhood and achieve compatibility and aesthetic harmony with the surrounding development.

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

The proposed Project is generally consistent with the Milpitas Zoning Ordinance, as demonstrated in Table 4 and will be fully consistent if granted approval of the Zoning Map Amendment to adjust the property from MP to MXD. The proposed multi-family residential buildings are permitted in the MXD zoning district. The project design conforms to the site and development standards of the MXD zone.

The Project also conforms to MMC Section XI-10-54.015 (Density Bonus for Affordable Housing Developments) and XI-10-57.05 (Density Bonus Permits). Where exceptions from the MXD standards are needed, the applicant has requested waivers and parking exceptions pursuant to the State Density Bonus Law (Gov. Code § 65915 et seq.). The requested waivers and parking exception will support the development of affordable housing on a site where it would not otherwise be possible through a strict application of the specified standard.

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

The proposed Project is consistent with the Milpitas General Plan, with the proposed General Plan Text Amendment, as demonstrated and outlined in Table 2.

Conditional Use Permit

To approve the Conditional Use Permit, the following findings must be made pursuant to Milpitas Municipal Code Section XI-10-57.04(F):

1. *The proposed use, at the proposed location, will not be detrimental or injurious to property or improvements in the vicinity nor to the public health, safety and general welfare.*

The Project will not be detrimental or injurious to property or improvements in the vicinity or public health, safety, or general welfare. The Project is consistent with other multi-family residential projects within the California Circle vicinity and conditioned to preserve the health and wellness of future residents. By allowing tandem parking in private garages throughout the development, the Project will be able to offer more parking spaces for its residents. In addition, the condominium project creates housing opportunities and increases the diversity of housing types in the California Circle area by offering both apartments and for-sale townhomes.

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

The proposed Project is generally consistent with the Milpitas Zoning Ordinance, as demonstrated in Table 4 and will be fully consistent if granted approval of the Zoning Map Amendment to adjust the property from MP to MXD. The proposed multi-family residential buildings are permitted in the MXD zoning district. The project design conforms to the site and development standards of the MXD zone. Therefore, a conditional use permit is required to allow the subdivision of the proposed townhome units.

The Project also conforms to MMC Section XI-10-54.015 (Density Bonus for Affordable Housing Developments) and XI-10-57.05 (Density Bonus Permits). Where exceptions from the MXD standards are needed, the applicant has requested waivers and parking exceptions pursuant to the State Density Bonus Law (Gov. Code § 65915 et seq.). The requested waivers and parking exception will support the development of affordable housing on a site where it would not otherwise be possible through a strict application of the specified standard.

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

The proposed Project is consistent with the Milpitas General Plan, as amended by the General Plan Text Amendment, as demonstrated and outlined in Table 2.

Density Bonus Permit

To qualify for a Density Bonus Permit, the following standards must be met pursuant to Milpitas Municipal Code Section XI-10-54.15(D):

1. *The maximum allowable base density specified in the General Plan, including any other permitted increases to density.*

The proposed Project includes 131 townhome condominiums and 75 apartment units, equaling to 30.8 dwelling units per acre. Since the Project site will be rezoned to Mixed Use (MXD) to allow a 100 percent multifamily residential development, and the MXD district is an implementing zoning district of the General Plan NCMU land use designation, the Project is in conformance with the allowable base density specified in the General Plan.

2. *All affordable units shall be reasonably dispersed throughout the project, shall contain on average the same number of bedrooms as the non-affordable units in the project, and shall be comparable with the non-affordable units in terms of appearance, materials and finished quality. The Planning Commission may recommend to the City Council and/or Redevelopment Agency modifying the requirements as to unit size or type, if it is found that such a modification would better serve the affordable housing need of Milpitas.*

The applicant has proposed seven studios, 16 one-bedroom, and eight two-bedroom units as affordable units reserved for lower-income households. The remaining 44 apartment units would be reserved for moderate-income households.

By granting this modification to the City's AHO, the Project would add 44 additional deed restricted units to its affordable housing stock and help the City meet its RHNA obligation. Additionally, the total number of bedrooms under the applicant's deviation would be 94, whereas the standard ordinance would only require 74 bedrooms. Moreover, the total square footage of living space under the standard ordinance is approximately 41,548 square feet, whereas the Project would be providing 45,661 square feet (or ten percent more).

While the affordable units are not reasonably dispersed throughout the project, pursuant to Milpitas Municipal Code section XI-10-54.15(D)(2), modification of this requirement only for this project only is justified to allow the placement of the affordable units in the proposed apartment units only because under the unique circumstances of this case for this project only, this modification would better serve the affordable housing needs of Milpitas. The project shall otherwise comply with the standards for density bonuses specific in the Milpitas Municipal Code, including the requirement in Milpitas Municipal Code section IX-10-54.15(D)(2) that the affordable units contain, on average, the same number of bedrooms as the non-affordable units and be comparable with the non-affordable units in terms of appearance, materials, and finished quality.

3. *Prior to final building inspection and occupancy for a project containing affordable units, the applicant shall execute and record at the Santa Clara County Recorder's Office the City's Agreement Imposing Restrictions on Real Property, which Agreement shall explain the affordability requirements. The agreement shall be approved by the Milpitas City Attorney prior to recordation.*

The Project has been conditioned to provide an agreement to the City of Milpitas explaining the affordability requirements, processes and procedures, to the satisfaction of the Milpitas City Attorney prior to the release of any Certificate of Occupancy.

4. *Retaining Affordability. A developer shall agree to, and the City shall insure continued affordability of, all lower- or very low-income density bonus units for thirty (30) years or a longer period of time, if required by the construction or mortgage financing assistance program, mortgage insurance program, or rental subsidy program.*

Prior to final building inspection and occupancy for the Project containing affordable units, the applicant shall execute and record at the Santa Clara County Recorder's Office the City's Agreement Imposing Restrictions on Real Property, which Agreement shall explain the affordability requirements, including continued affordability for low and/or moderate-

income households. The agreement shall be approved by the Milpitas City Attorney prior to recordation.

5. *Affordable Rents. Those units targeted for lower-income households, as defined in Section 50079.5 of the Health and Safety Code shall be affordable at a rent that does not exceed thirty (30%) of sixty (60%) percent of the Santa Clara County median income. Those units targeted for very low-income households, as defined in Section 50105 of the Health and Safety Code, shall be affordable at a rent that does not exceed thirty (30%) of fifty (50%) percent of County median income.*

The Project's 31 apartment rental units will be targeted for lower-income households, as defined in Section 50079.5 of the Health and Safety Code, which states that lower-income households shall be affordable at a rent that does not exceed thirty (30%) of sixty (60%) percent of the Santa Clara County median income.

6. *Relation to Statute. Density bonus requirements not specified in these regulations shall be governed by the State Density Bonus Law, Government Code section 65915, et seq.*

The developer has identified and requested bonus incentives held within the State Density Bonus Law, and the Planning Department supports this request.

Affordable Housing Ordinance Exception

The City may allow an exception to the requirement to construct on-site affordable units for a residential ownership project when the applicant contributes to the City's affordable housing needs through one of the alternatives set forth in MMC Sections XII-1-4.00-XII-1-4.02, provided that prior to City Council approval to the requested exception, the City Council must make the following findings:

1. *The development as proposed with the exception as provided pursuant to this Section would further the City's low and/or moderate income housing goals as contained in the Housing Element; and*

In order to comply with this section, the ordinance requires the Project to provide 20 townhomes, as moderate-income, and 11 apartment units, as low-income, for affordable housing, for a total of 31 affordable housing units. The applicant proposes to deviate from the ordinance and meet the City's affordable housing requirement by reserving 31 of the apartment units on-site for lower-income households, meeting the 15 percent requirement of the total number of dwelling units. The Project will also reserve the remaining 44 apartment units for moderate-income households,. By granting an exception to the design and distribution requirements of the City's AHO, the Project would add 75 deed restricted units, or 44 additional units, to its affordable housing stock and help the City meet its RHNA obligation.

2. *The development with the exception either (i) will result in at least two of the following:*
 - a. *The development of a larger number of deed-restricted affordable units than would be created under the on-site requirement;*
 - b. *The development of a larger number of deed-restricted affordable bedrooms than would be created under the on-site requirement;*

- c. The development of a larger amount of deed restricted affordable living area than would be created under the on-site requirement;*
- d. The development of deed-restricted affordable units at a lower average income target as compared to the affordable units that would be created under the on-site requirement;*
or (ii) will provide other community benefits that exceed the benefit of constructing on-site affordable units.

The Project, with the exception to the design and distribution requirements of the City's AHO, will result in a larger number of deed-restricted affordable units than would be created under the standard ordinance. Additionally, the total number of bedrooms under the applicant's deviation would be 94, whereas the standard ordinance would only require 74 bedrooms. Moreover, the total square footage of living space under the standard ordinance is approximately 41,548 square feet, whereas the Project would be providing 45,661 square feet (or ten percent more). Lastly, the developer has committed to working with Milpitas Unified School District to provide housing opportunities for their employees.

ENVIRONMENTAL REVIEW

An environmental assessment (EA22-0002) was conducted according to the California Environmental Quality Act of 1970 (CEQA), as amended, and state guidelines implementing CEQA. A "project," under CEQA, is defined as "the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment." (CEQA Guidelines Section 15378.) Given that the demolition and construction of a multifamily residential development at the Project site would require a General Plan Text Amendment, Zoning Map Amendment, Site Development Permit, Vesting Tentative Map, Conditional Use Permit, and these are all discretionary entitlements, and that the Project would result in the alteration of existing buildings and landscaping, it is a "project" under CEQA.

Notice of Preparation

Upon review of the application for the proposed Project, the City determined that the project has the potential to result in potentially significant environmental impacts and, therefore, an EIR should be prepared. In accordance with Section 15082 of the CEQA Guidelines, the City prepared a Notice of Preparation (NOP) for the Draft EIR (DEIR) to determine which environmental topics should be analyzed under an Environmental Impact Report. The NOP was circulated on November 14, 2022 to local, state, and federal agencies, and nearby property owners within 1,000 feet of the Project for a 30-day review period that ended on December 14, 2022. A scoping session was held on November 30, 2022 to solicit comment on potential topics to be analyzed under the DEIR.

Draft Environmental Impact Report

The City prepared the DEIR and circulated this document for the required 45-day public review on July 7, 2023. The public review period ended on August 21, 2023. A public comment meeting on the DEIR was held on August 3, 2023.

Other than the impacts discussed below, all the environmental impacts can be reduced to less than significant levels through implementation of standard conditions of approval or recommended mitigation measures or no impact and requiring no mitigation.

The DEIR identifies the following significant and unavoidable environmental impacts related to aesthetics:

- **Impact AES-1:** The Project would develop multiple structures at a maximum building height that is greater than the existing building structures on-site. Accordingly, this increase in height would result in significant view blockages of public scenic resources (i.e., the eastern open hillsides) from public viewpoints, specifically for bicyclists travelling northbound along Coyote Creek Trail, and motorists travelling southbound along McCarthy Boulevard. As such, the Project would result in substantial adverse effects to scenic vistas, and the impact would be significant and unavoidable.

Project Alternatives

Section 15123 of the CEQA Guidelines requires an EIR to identify each significant effect with proposed mitigation measures and alternatives that would reduce or avoid that effect. The CEQA Guidelines further require EIRs to include the identification and evaluation of a reasonable range of alternatives that are designed to reduce the significant environmental impacts of the Project while still meeting the general project objectives.

The two alternatives considered were the “No Project” alternative and “Specific Plan Project” alternative. The “No Project” alternative assumes the continuation of existing physical conditions on the site, as well as development of the related projects. While the “No Project” alternative would have less-than-significant environmental impacts in most topic areas, the alternative would not meet any of the key project objectives and is environmentally and socially undesirable.

The “Specific Plan Project” alternative would include the adoption and implementation of a California Circle Specific Plan bound by the I-880/California Circle on-and-off ramp, Dixon Landing Road, Lower Penitencia Creek, Fairview Avenue, and Cadillac Court (Plan Area), which includes the Project Site. The Specific Plan would serve both planning and regulatory functions, including land use regulations, circulation patterns, building and streetscape design standards, and development standards. This alternative assumes that the Project could be implemented as a development project under the Specific Plan.

This “Specific Plan Project” would achieve all three of the Project objectives. Furthermore, most of the objectives would be met to a greater degree than the Project because the Specific Plan Area would be able to accommodate a greater amount of mixed-use development, thus providing greater opportunities for housing development and increased development intensity. The Specific Plan Alternative would eliminate the significant impact of the Project (aesthetics-visual impacts to scenic resources). Additionally, the Specific Plan Alternative would achieve all Project objectives to a greater degree. However, this Alternative could increase the amount of residential development compared to the Project. Thus, the Specific Plan Alternative would potentially increase the City's population and the demand for public services, recreational spaces, and utility services (i.e., water, wastewater, and solid waste). Future development and redevelopment projects resulting from the Specific Plan Alternative would introduce additional commercial, industrial, and mixed-use development that would increase the development of the Project Site and uses surrounding the Project Site. Implementation of the Specific Plan Alternative could potentially result in similar environmental impacts to the Project but to a greater degree. Therefore, the alternative would result in greater impacts than the Project and would ultimately be the inferior alternative.

Final EIR

The contents of the Final EIR include the Draft EIR, comments received during the public comment period on the Draft EIR, and responses to comments. The Final EIR includes Findings of Fact along with a Statement of Overriding Considerations and the Mitigation Monitoring Program (MMP) for the Project. In accordance with CEQA, if specific economic, legal, social, technical, or other benefits of a proposed project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered “acceptable” and the decision-making agency may adopt a Statement of Overriding Considerations to address these impacts. Should the City Council consider approval of the Project, the Council must also take action to certify the Final EIR and adopt the Findings of Fact, Statement of Overriding Considerations, and MMP. Should the City Council deny the Project, staff would recommend that no action be taken on the Final EIR as a CEQA determination does not need to be made for a project that has been denied.

Given that significant and unavoidable impacts would remain with respect to aesthetics, a Statement of Overriding Considerations has been prepared. The CEQA findings and Statement of Overriding Considerations are included in Attachment B, which recommends that the City Council certify the EIR, approve a Mitigation Monitoring Program, and make findings that while there are significant unavoidable impacts, there are other economic, legal, social, technological, environmental, and other considerations that outweigh these impacts and warrant approving the Project.

PUBLIC COMMENT/OUTREACH

The applicant held a joint virtual community meeting in conjunction with the Draft EIR Public Meeting on August 3, 2023. The meeting was designed to discuss the CEQA process and answer any questions regarding the Draft EIR, as well as informally present the project, answer any questions regarding impacts, and provide answers to any concerns. The meeting was noticed to individuals within 1,000 feet of the project site and was attended by several members of the community and local developers. The meeting was also attended by City staff.

Staff provided public notice of the application in accordance with City and State public noticing requirements. At the time of publishing this report, no public comments have been received. A notice was published in the Milpitas Post on September 29, 2023. In addition, notices were sent to all owners and occupants within 1000 feet of the project site. A public notice was also posted at the project site, on the City's Website, www.milpitas.gov, and at City Hall.

RECOMMENDATION

Staff recommends that the Planning Commission:

1. Open the Public Hearing to receive comments;
2. Close the Public Hearing;
3. Adopted Resolution No. 23-018 recommending that the City Council certify an Environmental Impact Report pursuant to Public Resources Code Sections 21080(d) and 21082.2(d) and CEQA Guidelines Section 15064; and
4. Adopt Resolution No. 23-017, recommending that the City Council approve General Plan Text Amendment No. GP22-0001, Zoning Map Amendment No. ZA22-0001, Site Development Permit No. SD22-0003, Conditional Use Permit No. UP22-0001, Vesting

Tentative Map MT22-0001, Density Bonus Permit No. DB23-0003, Tree Removal Permit No. TR23-0021, and Environmental Assessment No. EA22-0002, subject to the findings and Conditions of Approval.

ATTACHMENTS

- A: Resolution No. 23-017 with Conditions of Approval, draft General Plan Text Amendment, and draft Ordinance
- B: Resolution No. 28-018 with CEQA Findings and Final Environmental Impact Report (FEIR)
- C: Project Narratives
- D: Project Plans
- E: Vesting Tentative Map



CITY OF MILPITAS

Planning Commission

MEETING MINUTES

7:00pm

Wednesday, October 11, 2023
CITY COUNCIL CHAMBERS
455 E CALAVERAS BLVD, MILPITAS, CA
and
via TELECONFERENCE (Zoom Webinar)

CALL TO ORDER

Chair Chuan called the meeting to order at 7:04pm.

PLEDGE OF ALLEGIANCE

Chair Chuan led the pledge of allegiance.

ROLL CALL

Recording Secretary Elizabeth Medina called the roll.

PRESENT: Chair Chuan, Vice Chair Ciardella, Commissioners Albana, Awasthi, Galang, and Medina-Ashby

ABSENT: None

STAFF: Jay Lee, Christopher Creech, Michael Fossati, Ned Thomas, and Elizabeth Medina

CONFLICT OF INTEREST/CAMPAIGN CONTRIBUTION DECLARATION

Assistant City Attorney Christopher Creech asked if any member of the commission had any personal or financial conflict of interest related to any of the items on the agenda and there were none.

APPROVAL OF THE MEETING AGENDA

By motion, approve the meeting agenda for August 23, 2023.

Motion/Second Medina-Ashby/Ciardella

Motion carried by a vote of AYES: 6 NOES: 0

APPROVAL OF THE MEETING MINUTES

By motion, approve the meeting minutes for August 30, 2023.

Motion/Second Awasthi/Medina-Ashby

Motion carried by a vote of AYES: 6 NOES: 0

By motion, approve the meeting minutes for September 27, 2023.

Motion/Second Albana/Ciardella

Motion carried by a vote of AYES: 4 NOES: 0 ABSTAIN: 2 (Chuan, Galang)

By motion, approve the meeting minutes for August 23, 2023.

Motion/Second Galang/Ciardella

Motion carried by a vote of AYES: 6 NOES: 0

ANNOUNCEMENTS

Chair Chuan followed up with an email sent to all commissioners from the City Attorney's Office that regarded Ethics Training. Chair Chuan also shared the

City's announcement that the City will temporarily discontinue Zoom public comments; public comments will be received in-person or via email. Tonight's meeting will be an exception since the agenda was posted prior to this announcement.

Vice Chair Ciadella congratulated Ned Thomas on being appointed City Manager.

Assistant City Attorney Christopher Creech clarified that the Ethics Training is required by the State law and is a regular/annual training that the City helps ensure compliance with.

PUBLIC FORUM

Chair Chuan invited members of the public to address the commission and there were none.

PUBLIC HEARING

PULTE HOMES RESIDENTIAL TOWNHOMES AND APARTMENTS – 1355 CALIFORNIA CIR – P-GP22-0001, P-ZA22-0001, P-SD22-0003, P-UP22-0001, P-MT22-0001, P-DB23-0003, P-PD22-0001, P-TR23-0021, P-EA22-0002: A General Plan Text Amendment, Zoning Map Amendment, Site Development Permit, Conditional Use Permit, Vesting Tentative Map, Density Bonus Permit, Planned Unit Development Permit, Tree Removal Permit, and Environmental Assessment to allow demolition of one industrial building, removal and replacement of 27 ordinance-sized trees, and the development of a multi-family residential project consisting of 13 residential buildings, up to 51 feet in height, and one residential apartment building, up to 78-feet in height, for a total of 206 residential units. The project will also include 323 vehicle parking spaces, a 0.32-acre internal park, and associated site improvements on a 6.7-acre site at 1355 California Circle. As Lead Agency, the City has prepared an Environmental Impact Report (SCH #2022110251) in accordance with the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Sections 21080(d) and 21082.2(d) and CEQA Guidelines Section 15064.

Project Planner Lillian VanHua, the applicant team member, Jim Sullivan, and CEQA consultant, John Anderson, addressed commissioners' clarifying questions related to price point of the units that will be sold, possible consideration of a dog park, if this is the first project proposed in Milpitas that includes townhomes/condominiums/apartments, project parking, street parking, traffic congestion, public transportation in the area, description of a stack-flat type condo, covered/garage/guest parking, who will manage the apartment complex, rent control/affordability for apartments, possibly consider to raise the amount of affordable units (low-income, moderate income), alternate off-site parking for guests, affordable units allocated for MUSD employees, number of public comment received prior to meeting, height/density waiver, how this proposed project will impact our RHNA numbers, clarification of development fees that will be received, and concerns of fire prevention and access.

Chair Chuan invited members of the public to address the commission and there were none.

Motion to close the Public Forum.

Motion/Second Ciardella/Awasthi

Motion carried by a vote of AYES: 6 NOES: 0

Recommendation: Staff recommends that the Planning Commission open and close the public hearing, consider Environmental Impact Report pursuant to Public Resources Code Sections 21080(d) and 2108.2(d) and CEQA Guidelines Section 15064, adopt Resolution No. 23-017, recommending that the City Council approve General Plan Text Amendment No. GP22-0001, Zoning Map Amendment No. ZA22-0001, Site Development Permit No. SD22-0003, Conditional Use Permit No. UP22-0001, Vesting Tentative Map MT22-0001, Density Bonus Permit No. DB23-0003, Tree Removal Permit No. TR23-0021, and Environmental Assessment No. EA22-0002, subject to the findings and Conditions of Approval, and Resolution No. 23-018 certifying an Environmental Impact Report pursuant to Public Resources Code Section 21080(d) and 21082.2(d) and CEQA Guidelines Section 15064.

**The commission received public comment and voted to approve the proposed project with the following changes: that the findings and conditions of approval be amended throughout Resolution No. 23-017 such that the 31 lower-income rental units and the 44 moderate-income rental units be made minimums and that the 44 moderate-income rental units can also be reserved for lower income households, and separately, recommend to the City Council that the dog park be incorporated into the proposed parkland, that the townhomes be made with affordable units, and that the project applicant work with MUSD to form an agreement to provide housing for its employees.*

Motion/Second Albana/Ciardella

Motion carried by a vote of AYES: 6 NOES: 0

NEW BUSINESS

NO ITEMS

ADJOURNMENT

Chair Chuan adjourned the meeting at 9:25 pm

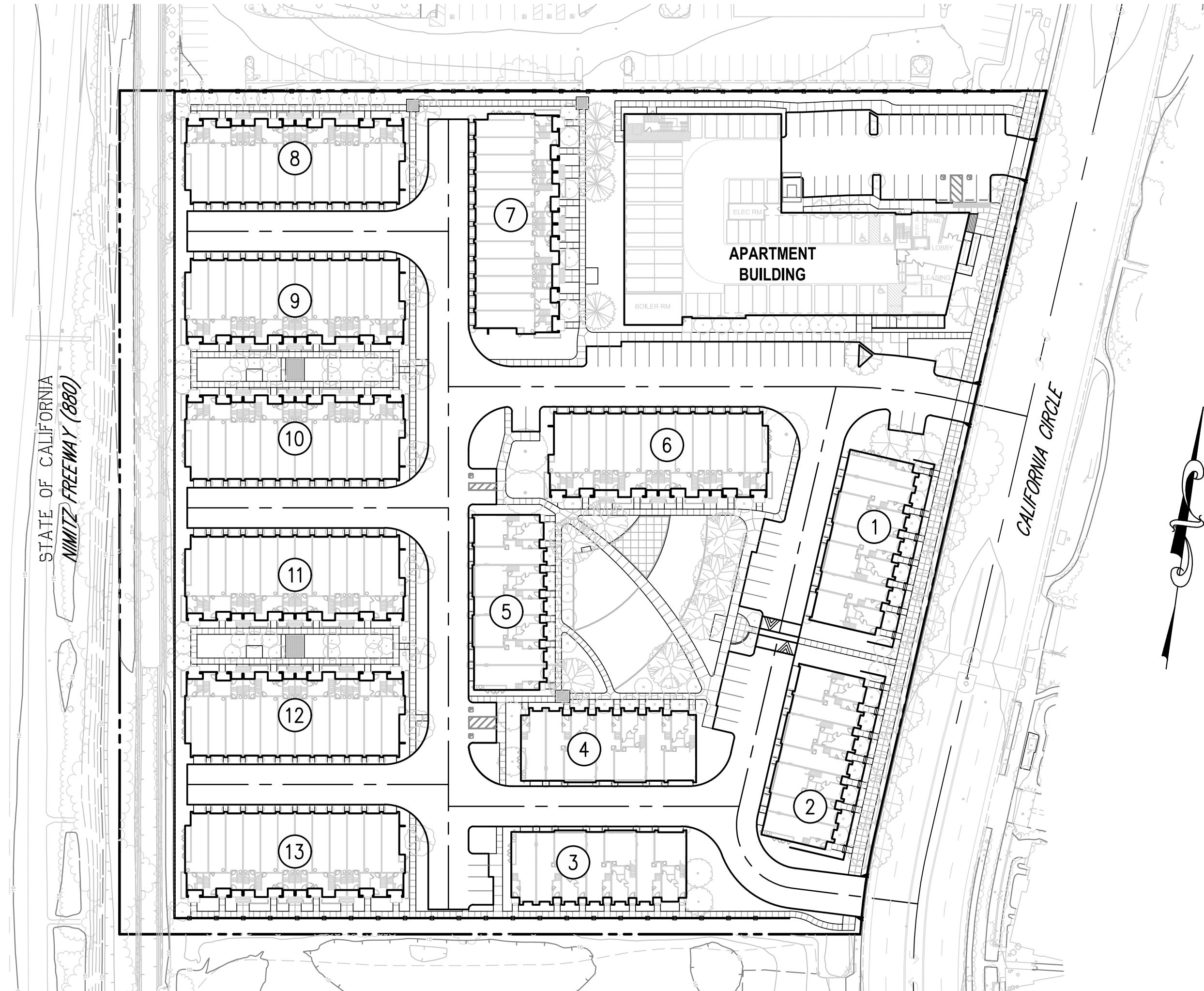
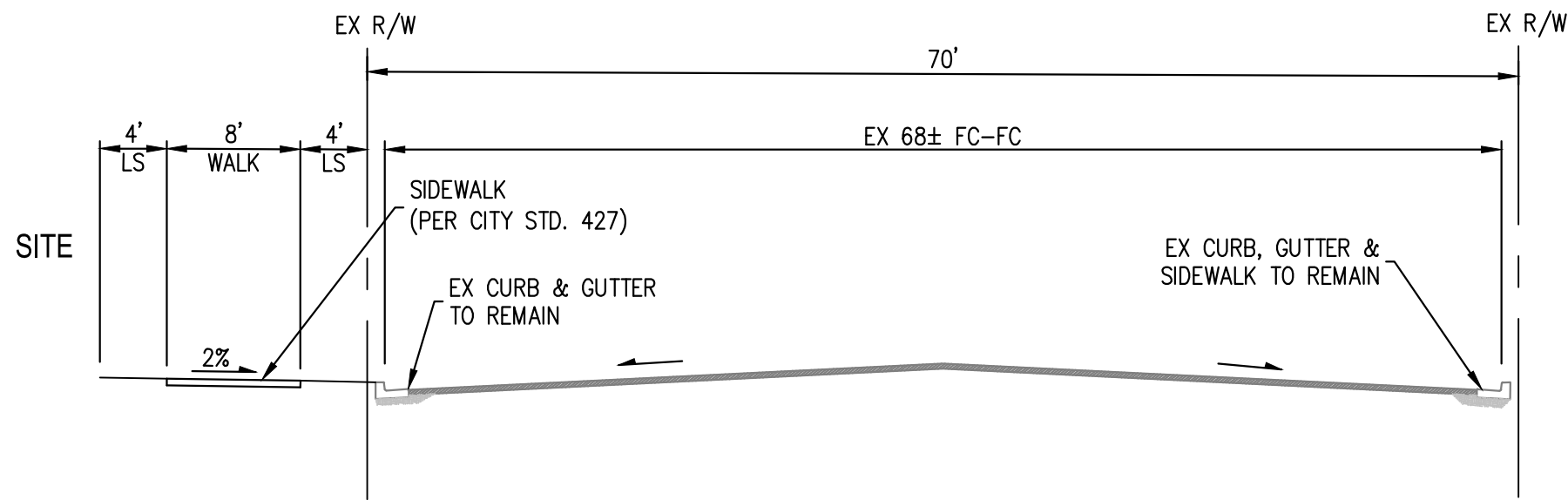
Motion/Second Mohsin/Awasthi

Motion carried by a vote of AYES: 6 NOES: 0

Meeting Minutes submitted by
Planning Commission Secretary Elizabeth Medina

PLANNED DEVELOPMENT
1355 CALIFORNIA CIRCLE
MILPITAS CALIFORNIA

TO BE CONSTRUCTED	EXISTING	DESCRIPTION
		BOUNDARY
		PROPERTY LINE
		RIGHT OF WAY
		CENTER LINE
		EASEMENT LINE
		CURB, GUTTER, SIDEWALK & DRIVEWAY
		EDGE OF PAVEMENT
		SANITARY SEWER PIPE & MANHOLE (SDR26 PVC)
		STORM DRAIN PIPE & MANHOLE (CORRUGATED HDPE)
		WATER MAIN & VALVE (C900 DR14 PVC)
		RECYCLED WATER MAIN & VALVE
		OVERHEAD LINE
		GAS LINE
		PETROLEUM PIPE
		CURB INLET
		FIELD INLET
		AREA DRAIN PIPE & AREA DRAIN
		FIRE HYDRANT
		WATER METER & AIR RELEASE VALVE
		POWER POLE
		ELECTROLIER
		SURVEY MONUMENT
		SIGN
		DIRECTION OF FLOW & GRADIENT
		DIRECTION OF FLOW
		DIRECTION OF OVERLAND RELEASE PATH
		CURB RAMP
		STORMWATER TREATMENT PLANTER
		CURB TRANSITION
		RETAINING WALL



KEY MAP
SCALE: 1"=60'

SHEET INDEX

CIVIL

- C1 COVER SHEET
- C2 EXISTING TOPOGRAPHIC, TREE SURVEY
- C3 PRELIMINARY SITE PLAN
- C4 PRELIMINARY GRADING & DRAINAGE PLAN
- C5 PRELIMINARY UTILITY PLAN
- C6 STORMWATER MANAGEMENT PLAN
- C7 STORMWATER MANAGEMENT DETAILS
- C8 SECTIONS & DETAILS
- C9 SOLID WASTE HANDLING PLAN
- C10 FIRE TRUCK ACCESS PLAN
- C11 BLUEPRINT FOR A CLEAN BAY

ARCHITECT

- A.01 COVER SHEET SITE PLAN
- A0.2 CODE SUMMARY
- A1.1 12 PLEX BUILDING PLANS FIRST & SECOND FLOOR
- A1.2 12 PLEX BUILDING PLANS THIRD & FOURTH FLOOR
- A1.3 12 PLEX EXTERIOR ELEVATION, ROOF PLAN & LADDER ACCESS PAD DIAGRAM
- A1.4 12 PLEX EXTERIOR ELEVATIONS
- A1.5 TRAVEL DISTANCE EXHIBIT (PLANS 1-6)
- A1.6 TRAVEL DISTANCE EXHIBIT (PLANS 7 & 8)
- A1.7 12 PLEX BUILDING SECTION
- A1.8 COLOR & MATERIAL PALETTE
- A2.1 7 PLEX BUILDING PLANS FIRST & SECOND FLOOR
- A2.2 7 PLEX BUILDING PLANS THIRD FLOOR
- A2.3 7 PLEX EXTERIOR ELEVATION & ROOF PLAN
- A2.4 7 PLEX EXTERIOR ELEVATIONS
- A2.5 7 PLEX BUILDING SECTION
- A2.6 COLOR & MATERIAL PALETTE

BENCHMARK:

SANTA CLARA VALLEY WATER DISTRICT BENCHMARK BM0621. A BRASS DISK AT THE SOUTHWESTERLY CORNER OF BRIDGE FOR CALIFORNIA CIRCLE/MILMONT DRIVE OVER PENITENCIA CREEK AT 350 FEET EASTERLY FROM FAIRVIEW WAY. NAVD88 ELEVATION: 25.35

BASIS OF BEARINGS:

THE BEARING NORTH 29°32'03" WEST AS FOUND MONUMENTED ON CALIFORNIA CIRCLE, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORDED IN BOOK 508 OF MAPS AT PAGE 38-40, SANTA CLARA COUNTY RECORDS, WAS TAKEN AS THE BASIS FOR ALL BEARINGS SHOWN ON THIS SURVEY.

LANDSCAPE

- L-1 OVERALL LANDSCAPE PLAN
- L-2 AMENITIES AREA ENLARGEMENT
- L-3 PASEO ENLARGEMENT
- L-4 SITE AMENITIES IMAGERY
- L-5 PLANT IMAGERY
- L-6 OVERALL PODIUM LANDSCAPE PLAN
- L-7 ENTERTAINMENT TERRACE ENLARGEMENT
- L-8 CLUB TERRACE ENLARGEMENT

PHOTOMETRICS

- PM-1 PHOTOMETRIC TITLE SHEET
- PM-2 PHOTOMETRIC PLAN

PROJECT INFORMATION:

- ASSESSOR'S PARCEL NUMBER: 022-38-007
- SITE ADDRESS: 1355 CALIFORNIA CIRCLE, MILPITAS, CALIFORNIA
- SITE AREA: 6.693 ACRES GROSS & NET
- TOTAL PROPOSED UNITS: 206 UNITS (131 FOR SALE TOWNHOMES + 75 APARTMENTS)
- PROPOSED DENSITY: 30.8 UNITS/ACRE
- TOTAL FLOOR AREA APPROXIMATELY 280,000 SF
- MAXIMUM HEIGHT / NO. OF STORIES:
 - 12-PLEX STACKED TOWNHOMES: APPROX 51'-0" / 4 STORY
 - 7-PLEX TOWNHOMES: APPROX 39'-6" / 3 STORY
 - APARTMENT BUILDING: APPROX 77'-4" / 6 STORY
- FRONT/REAR/SIDE MIN SETBACKS (FROM R/W & PL): 24'/40'+/15'
- THE SUBJECT PROPERTY IS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP: COMMUNITY PANEL NUMBER 06085C0058J, DATED FEBRUARY 19, 2014, AS BEING LOCATED IN FLOOD ZONE "AH (EL 15 FEET)".

ZONE AH FLOOD DEPTHS OF 1 TO 3 FEET (USUALLY AREAS OF PONDING); BASE FLOOD ELEVATIONS DETERMINED.

PROJECT PROPOSES TO FILL THE SITE TO RAISE THE BUILDINGS ABOVE THE FLOOD PLAIN (SEE SHEET C4 FOR ADDITIONAL INFORMATION).

- EXISTING ZONING: MP (INDUSTRIAL)
- EXISTING GENERAL PLAN DESIGNATION: NCMU (NEIGHBORHOOD COMMERCIAL MIXED USE)
- PROPOSED ZONING: MXD (MIXED USE DISTRICT)
- PROPOSED GENERAL PLAN DESIGNATION: NCMU (NEIGHBORHOOD COMMERCIAL MIXED USE)

PARKING TABULATIONS:

SEE SHEETS C3 AND A3.1 FOR PARKING TABULATIONS.

ABBREVIATIONS

AB	AGGREGATE BASE	GV	GAS VALVE
AC	ASPHALT CONCRETE	HP	HIGH POINT
AD	AREA DRAIN	IM	IMAGE
AP	ANGLE POINT	INT	INTERSECTION
APN	ASSESSORS PARCEL NUMBER	INV	INVERT
ARV	AIR RELEASE VALVE	IP	IRON PIPE
ASB	AGGREGATE SUBBASE	JP	JOINT POLE
BK	BOOK	LAT	LATERAL
BW	BOTTOM OF WALL	JT	JOINT TRENCH
B/W	BACK OF WALK	LAT	LATERAL
BFP	BACK FLOW PREVENTOR	LP	LOW POINT
BOL	BOLLARD	MH	MANHOLE
BOV	BLOW-OFF-VALVE	M	MAPS
BLDG	BUILDING	MEAS	MEASURED
BRK	BRICK	MON	MONUMENT
BS	BOTTOM OF STEP	OR	OFFICIAL RECORDS
C&G	CURB & GUTTER	P	PAD
CB	CATCH BASIN	PG	PAGE
CEN	CENTER	PKG	PARKING
CL	CENTERLINE	PTRO	PETROLEUM PIPE LINE
CLF	CHAIN LINK FENCE	PLNT	PLANTER
CO	CLEAN OUT	PT	POINT
CONC	CONCRETE	PIV	POST INDICATOR VALVE
CONST	CONSTRUCT	PL	PROPERTY LINE
COR	CORNER	PP	POWER POLE
CR	CURB RAMP	PS	PROTECTIVE SLOPE
DC	DEPRESSED CURB	PVC	POLYVINYL CHLORIDE PIPE
DI	DRAINAGE INLET	RC	ROLLED CURB
DIA	DIAMETER	RCE	REGISTERED CIVIL ENGINEER
DIP	DUCTILE IRON PIPE	RCF	REINFORCED CONCRETE PIPE
DBL	DOUBLE	RE	REEL
DS	DOWNSPOUT	RW	RECYCLED WATER
DW	DRIVEWAY	R/W	RIGHT OF WAY
ESMT	EASEMENT	SD	STORM DRAIN
ELEC	ELECTRICAL	SER	SERVICE
ELECT	ELECTROLIER	SS	SANITARY SEWER
ENCL	ENCLOSURE	STB	STREET LIGHT BOX
ENCR	ENCROACHING	STD	STANDARD
EP	EDGE OF PAVEMENT	SQ	SQUARE
ER	END OF RETURN	S/W	SIDEWALK
EVA	EMERGENCY VEHICLE ACCESS	TC	TOP OF CURB
EX	EXISTING	TDC	TOP OF DEPRESSED CURB
FB	FLUSH BAND	TEL	TELEPHONE
FD	FOUND	TG	TOP OF GUTTER
FDC	FIRE DEPARTMENT CONNECTION	TRC	TOP OF ROLLED CURB
FC	FACE OF CURB	TS	TOP STEP
FEN	FENCE	TSB	TRAFFIC SIGNAL BOX
FF	FINISH FLOOR	TW	TOP OF WALL
FG	FINISH GRADE	TY	TYPICAL
FH	FIRE HYDRANT	UB	UTILITY BOX
FI	FIELD INLET	UTIL	UTILITY
FL	FLOWLINE	VCP	VITRIFIED CLAY PIPE
FS	FIRE SERVICE	VLT	VAULT
F/W	FRONT OF WALK	WB	WATER BOX
GB	GRADE BREAK	WM	WATER METER
GFF	GARAGE FINISH FLOOR	WT	WATER
GL	GARAGE LIP	WV	WATER VALVE
GRT	GRATE	WD	WOOD
		XING	CROSSING

AFFORDABLE HOUSING COMPLIANCE:

PULTE HOMES INTENDS TO COMPLY WITH THE CITY'S AFFORDABLE HOUSING ORDINANCE. WE ENVISION CREATING THE 35 TOWNHOMES AND 96 STACKED TOWNHOMES, AS MARKET RATE, FOR SALE PRODUCT. THE 75 RENTAL APARTMENTS ARE INTENDED TO BE OFFERED AT "MODERATE" AND "LOW" INCOME LEVELS, WHICH WE BELIEVE WILL BE A TREMENDOUS ASSET TO THE COMMUNITY.

IT IS INTENDED THAT 31 APARTMENT UNITS, WILL BE OFFERED AT THE "LOW" INCOME LEVEL TO SATISFY THE CITY ORDINANCE. IN ADDITION, THE REMAINING 44 APARTMENT UNITS WILL BE OFFERED AT THE "MODERATE" PRICING LEVEL. WE BELIEVE THAT THESE 75 AFFORDABLE APARTMENT UNITS, REPRESENTING A TOTAL OF ALMOST 37% OF THE TOTAL NUMBER OF UNITS, PROVIDES A SUBSTANTIAL BENEFIT TO THE CITY OF MILPITAS.

PROJECT TEAM

DEVELOPER:

PULTE HOMES
JENNIFER VO
4511 WILLOW ROAD, SUITE 8
ORANGE CA, 92668
(949) 250-0607
MICHAELH@A0ARCHITECTS.COM

CIVIL ENGINEER:

CIVIL ENGINEERING ASSOCIATES INC.
JOHN GAYLORD, P.E.
2055 GATEWAY PLACE, SUITE 550
SAN JOSE CA, 95110
408-453-1066
JGAYLORD@CEAINC.NET

PROJECT TEAM

APARTMENT ARCHITECT:

AO
MICHAEL HEINRICH
321 WEST CHAPMAN AVE.
ORANGE CA, 92666
(714) 639-9860
MICHAELH@A0ARCHITECTS.COM

LANDSCAPE ARCHITECT:

CANYON PARK STUDIO
PAUL MAKSY
910 DOG WOOD STREET
COSTA MESA, CA 92627
(949) 612-5191
PAUL@CANYONPARKSTUDIO.COM

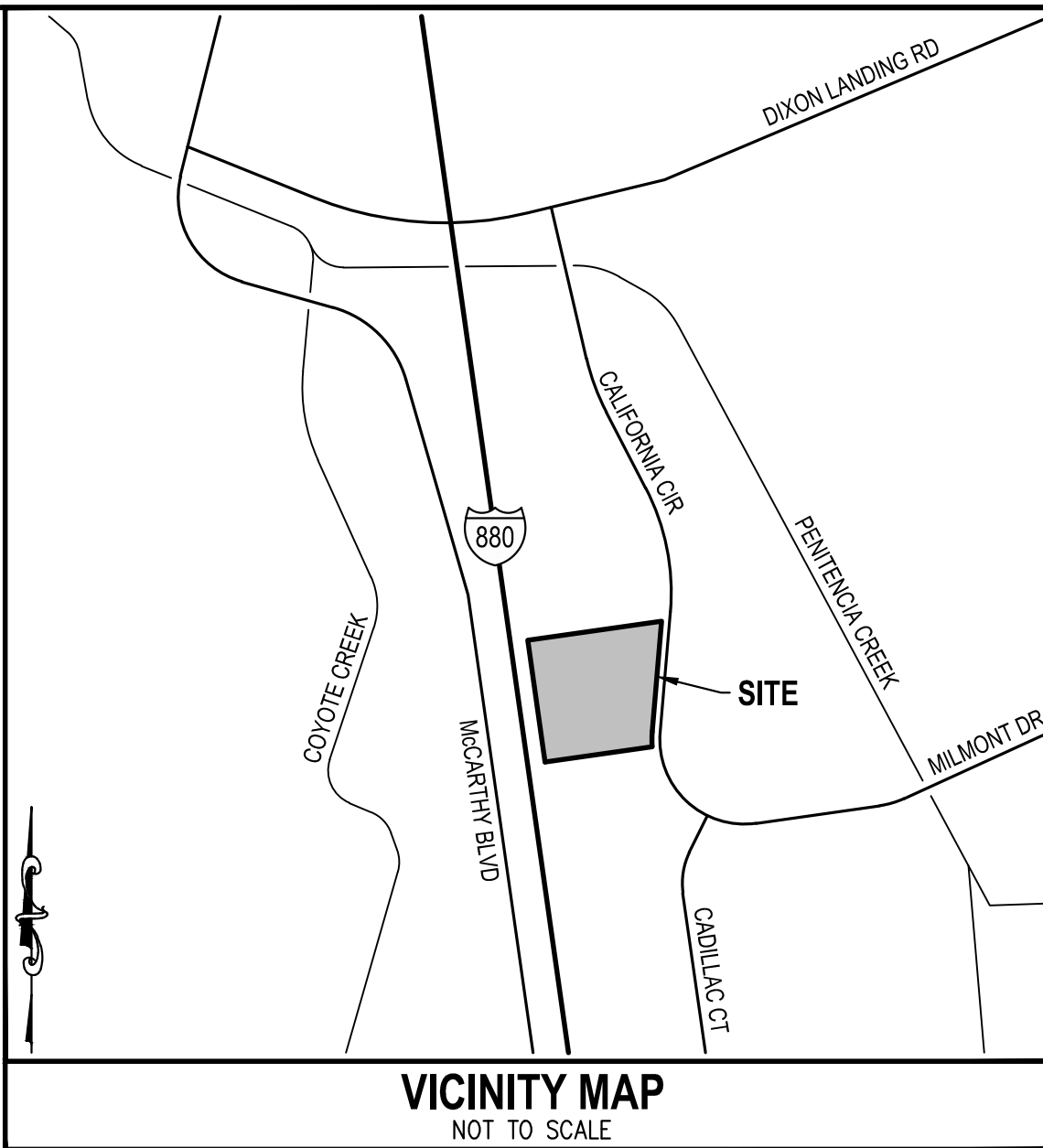
PROJECT TEAM

TOWNHOUSE ARCHITECT:

WHA
NICK MANEA
680 NEWPORT CENTER DRIVE, SUITE 300
NEWPORT BEACH CA, 92660
(949) 250-0607
NICKM@WHAINC.COM

LANDSCAPE ARCHITECT:

VANDERTOOLEN ASSOCIATES
KATY MENDENHALL
700 YONAGIO VALLEY ROAD
WALNUT CREEK, CA 94596
(925) 274-1305
KATY@VANDERTOOLEN.COM



VICINITY MAP
NOT TO SCALE

2055 Gateway Place
Suite 550
San Jose, CA 95110
T: (408) 453-1066

Civil Engineering Associates
Civil Engineers • Planners • Surveyors

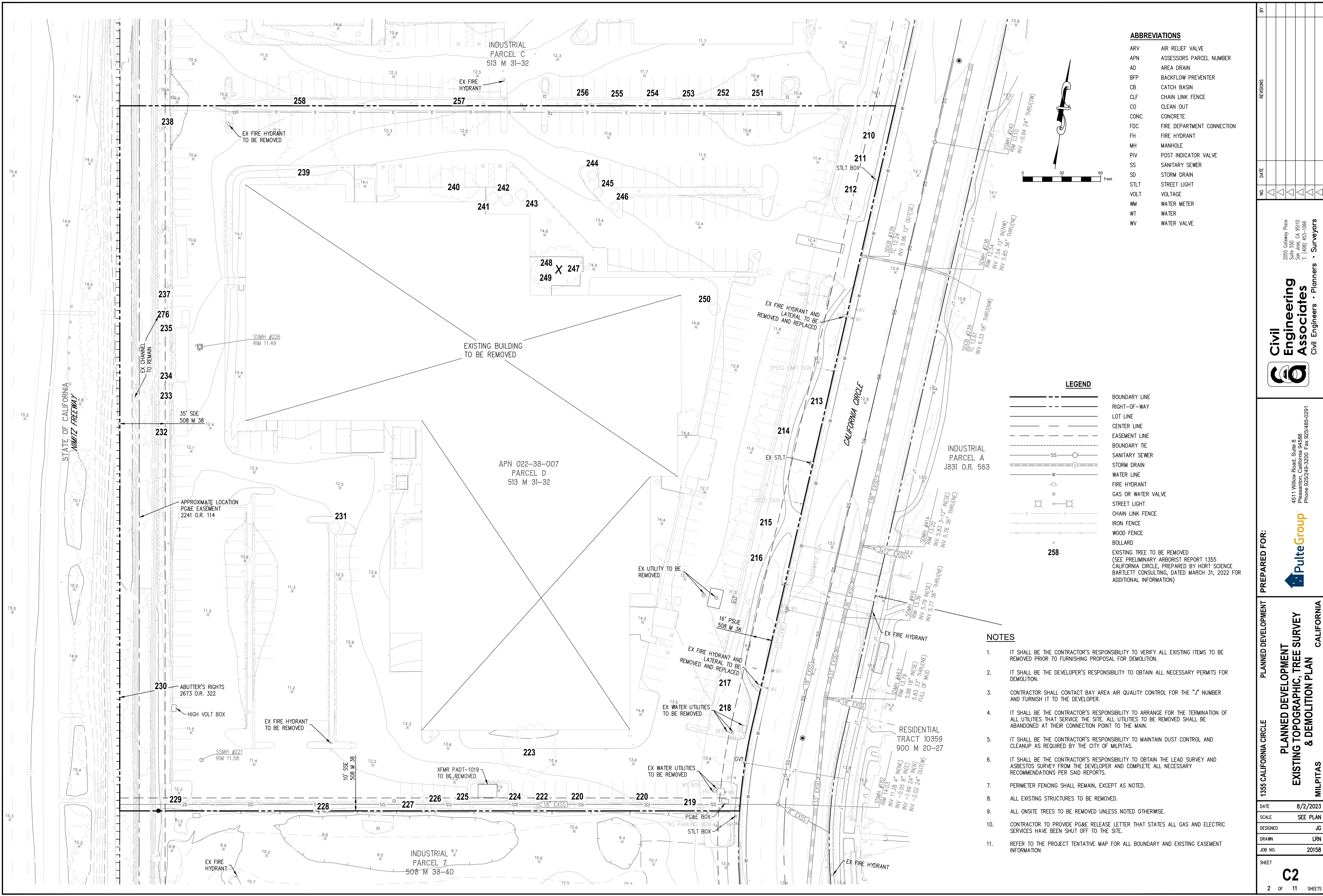
4511 Willow Road, Suite 8
Milpitas, CA 95035
Phone 925/249-9200 Fax 925/485-0291

PulteGroup

1355 CALIFORNIA CIRCLE
MILPITAS CALIFORNIA

PLANNED DEVELOPMENT
COVER SHEET

DATE 8/2/2023
SCALE SEE PLAN
DESIGNED JG
DRAWN LRN
JOB NO. 20158
SHEET C1
1 OF 11 SHEETS

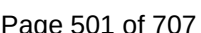


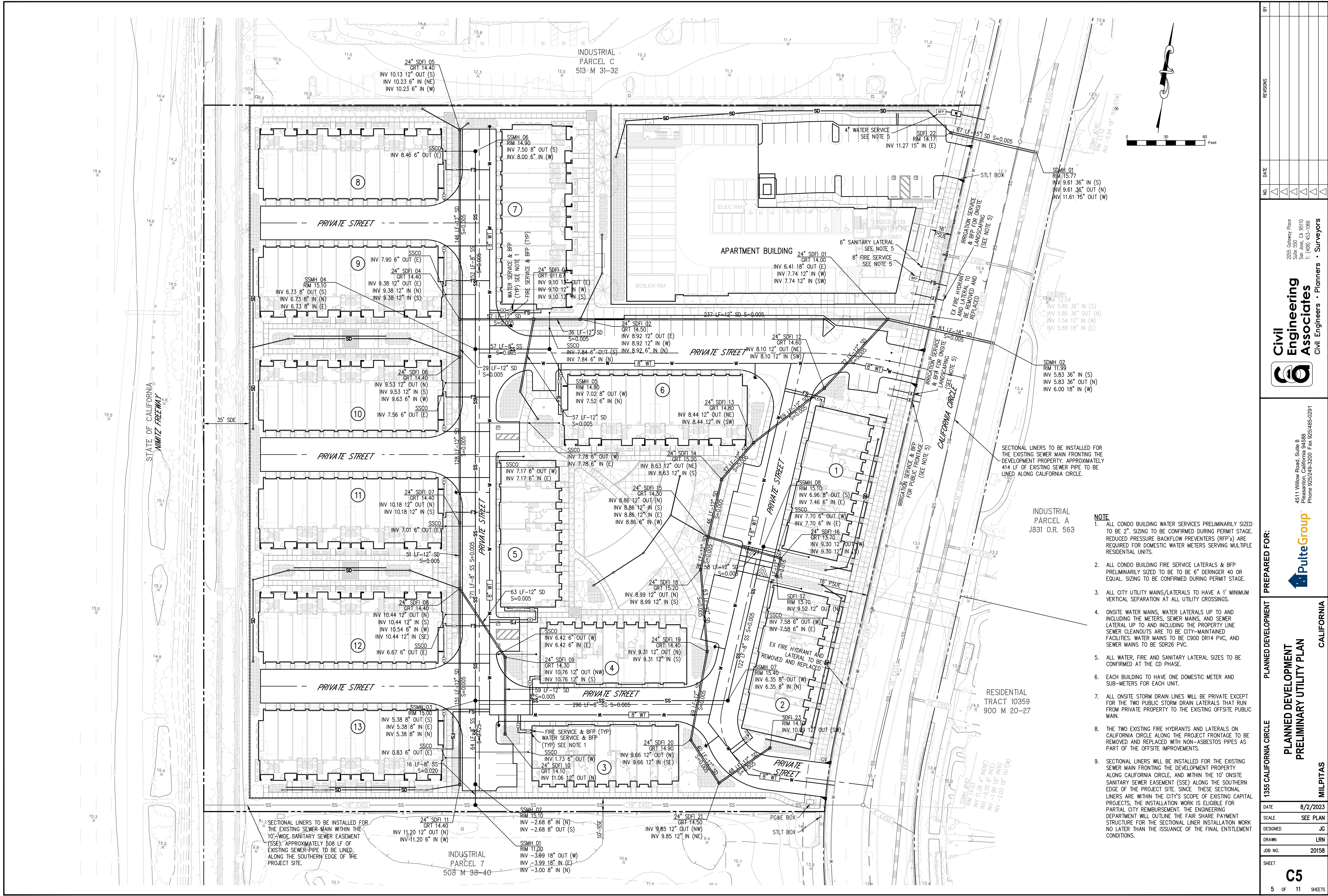
ABBREVIATIONS	
ARV	AIR RELIEF VALVE
APN	ASSESSORS PARCEL NUMBER
AD	AREA DRAIN
BFP	BACKFLOW PREVENTER
CB	CATCH BASIN
CLF	CHAIN LINK FENCE
CO	CLEAN OUT
CONC	CONCRETE
FDC	FIRE DEPARTMENT CONNECTION
FH	FIRE HYDRANT
MH	MANHOLE
PIV	POST INDICATOR VALVE
SS	SANITARY SEWER
SD	STORM DRAIN
STLT	STREET LIGHT
VOLT	VOLTAGE
WM	WATER METER
WT	WATER
WV	WATER VALVE

LEGEND	
---	BOUNDARY LINE
- - - -	RIGHT-OF-WAY
- . - .	LOT LINE
- - - -	CENTER LINE
- - - -	EASEMENT LINE
- - - -	BOUNDARY TIE
SS	SANITARY SEWER
SD	STORM DRAIN
W	WATER LINE
FH	FIRE HYDRANT
GV	GAS OR WATER VALVE
STLT	STREET LIGHT
CLF	CHAIN LINK FENCE
IF	IRON FENCE
WF	WOOD FENCE
B	BOLLARD
ET	EXISTING TREE TO BE REMOVED (SEE PRELIMINARY ARBORIST REPORT 1355 CALIFORNIA CIRCLE, PREPARED BY HORT SCIENCE BARTLETT CONSULTING, DATED MARCH 31, 2022 FOR ADDITIONAL INFORMATION)

- NOTES**
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL EXISTING ITEMS TO BE REMOVED PRIOR TO FURNISHING PROPOSAL FOR DEMOLITION.
 - IT SHALL BE THE DEVELOPER'S RESPONSIBILITY TO OBTAIN ALL NECESSARY PERMITS FOR DEMOLITION.
 - CONTRACTOR SHALL CONTACT BAY AREA AIR QUALITY CONTROL FOR THE "J" NUMBER AND FURNISH IT TO THE DEVELOPER.
 - IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE FOR THE TERMINATION OF ALL UTILITIES THAT SERVICE THE SITE. ALL UTILITIES TO BE REMOVED SHALL BE ABANDONED AT THEIR CONNECTION POINT TO THE MAIN.
 - IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN DUST CONTROL AND CLEANUP AS REQUIRED BY THE CITY OF MILPITAS.
 - IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN THE LEAD SURVEY AND ASBESTOS SURVEY FROM THE DEVELOPER AND COMPLETE ALL NECESSARY RECOMMENDATIONS PER SAID REPORTS.
 - PERIMETER FENCING SHALL REMAIN, EXCEPT AS NOTED.
 - ALL EXISTING STRUCTURES TO BE REMOVED.
 - ALL ONSITE TREES TO BE REMOVED UNLESS NOTED OTHERWISE.
 - CONTRACTOR TO PROVIDE PG&E RELEASE LETTER THAT STATES ALL GAS AND ELECTRIC SERVICES HAVE BEEN SHUT OFF TO THE SITE.
 - REFER TO THE PROJECT TENTATIVE MAP FOR ALL BOUNDARY AND EXISTING EASEMENT INFORMATION

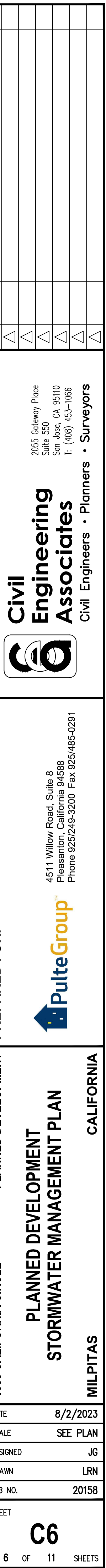
BY	
REVISIONS	
NO.	DATE
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	
29	
30	
31	
32	
33	
34	
35	
36	
37	
38	
39	
40	
41	
42	
43	
44	
45	
46	
47	
48	
49	
50	
51	
52	
53	
54	
55	
56	
57	
58	
59	
60	
61	
62	
63	
64	
65	
66	
67	
68	
69	
70	
71	
72	
73	
74	
75	
76	
77	
78	
79	
80	
81	
82	
83	
84	
85	
86	
87	
88	
89	
90	
91	
92	
93	
94	
95	
96	
97	
98	
99	
100	
101	
102	
103	
104	
105	
106	
107	
108	
109	
110	
111	
112	
113	
114	
115	
116	
117	
118	
119	
120	
121	
122	
123	
124	
125	
126	
127	
128	
129	
130	
131	
132	
133	
134	
135	
136	
137	
138	
139	
140	
141	
142	
143	
144	
145	
146	
147	
148	
149	
150	
151	
152	
153	
154	
155	
156	
157	
158	
159	
160	
161	
162	
163	
164	
165	
166	
167	
168	
169	
170	
171	
172	
173	
174	
175	
176	
177	
178	
179	
180	
181	
182	
183	
184	
185	
186	
187	
188	
189	
190	
191	
192	
193	
194	
195	
196	
197	
198	
199	
200	
201	
202	
203	
204	
205	
206	
207	
208	
209	
210	
211	
212	
213	
214	
215	
216	
217	
218	
219	
220	
221	
222	
223	
224	
225	
226	
227	
228	
229	
230	
231	
232	
233	
234	
235	
236	
237	
238	
239	
240	
241	
242	
243	
244	
245	
246	
247	
248	
249	
250	
251	
252	
253	
254	
255	
256	
257	
258	
259	
260	
261	
262	
263	
264	
265	
266	
267	
268	
269	
270	
271	
272	
273	
274	
275	
276	
277	
278	
279	
280	
281	
282	
283	
284	
285	
286	
287	
288	
289	
290	
291	
292	
293	
294	
295	
296	
297	
298	
299	
300	
301	
302	
303	
304	
305	
306	
307	
308	
309	
310	
311	
312	
313	
314	
315	
316	
317	
318	
319	
320	
321	
322	
323	
324	
325	
326	
327	
328	
329	
330	
331	
332	
333	
334	
335	
336	
337	
338	
339	
340	
341	
342	
343	
344	
345	
346	
347	
348	
349	
350	
351	
352	
353	
354	
355	
356	
357	
358	
359	
360	
361	
362	
363	
364	
365	
366	
367	
368	
369	
370	
371	
372	
373	
374	
375	
376	
377	
378	
379	
380	
381	
382	
383	
384	
385	
386	
387	
388	
389	
390	
391	
392	
393	
394	
395	
396	
397	
398	
399	
400	
401	
402	
403	
404	
405	
406	
407	
408	
409	
410	
411	
412	
413	
414	
415	
416	
417	
418	
419	
420	
421	
422	
423	
424	
425	
426	
427	
428	
429	
430	
431	
432	
433	
434	
435	
436	
437	
438	
439	
440	
441	
442	
443	
444	
445	
446	
447	
448	
449	
450	
451	
452	
453	
454	
455	
456	
457	
458	
459	
460	
461	
462	
463	
464	
465	
466	
467	
468	
469	
470	
471	
472	
473	
474	
475	
476	
477	
478	
479	
480	
481	
482	
483	
484	
485	
486	
487	
488	
489	
490	
491	
492	
493	
494	
495	
496	
497	
498	
499	
500	
501	
502	
503	
504	
505	
506	
507	
508	
509	
510	
511	
512	
513	
514	
515	
516	
517	
518	
519	
520	
521	
522	
523	
524	
525	
526	
527	
528	
529	
530	
531	
532	
533	
534	
535	
536	
537	
538	
539	
540	
541	
542	
543	
544	
545	
546	
547	
548	
549	
550	
551	
552	
553	
554	
555	
556	
557	
558	
559	
560	
561	
562	
563	
564	
565	
566	
567	
568	
569	
570	
571	
572	
573	
574	
575	
576	
577	
578	
579	
580	
581	
582	
583	
584	
585	
586	
587	
588	
589	
590	
591	
592	
593	
594	
595	
596	
597	
598	
599	
600	
601	
602	
603	
604	
605	
606	
607	
608	
609	
610	
611	
612	
613	
614	
615	
616	
617	
618	
619	
620	
621	
622	
623	
624	
625	
626	
627	
628	
629	
630	
631	
632	
633	
634	
635	
636	
637	
638	
639	
640	
641	
642	
643	
644	
645	
646	
647	
648	
649	
650	
651	
652	
653	
654	
655	
656	
657	
658	
659	
660	
661	
662	
663	
664	
665	
666	
667	
668	
669	
670	
671	
672	
673	
674	
675	
676	
677	
678	
679	
680	
681	
682	
683	
684	
685	
686	

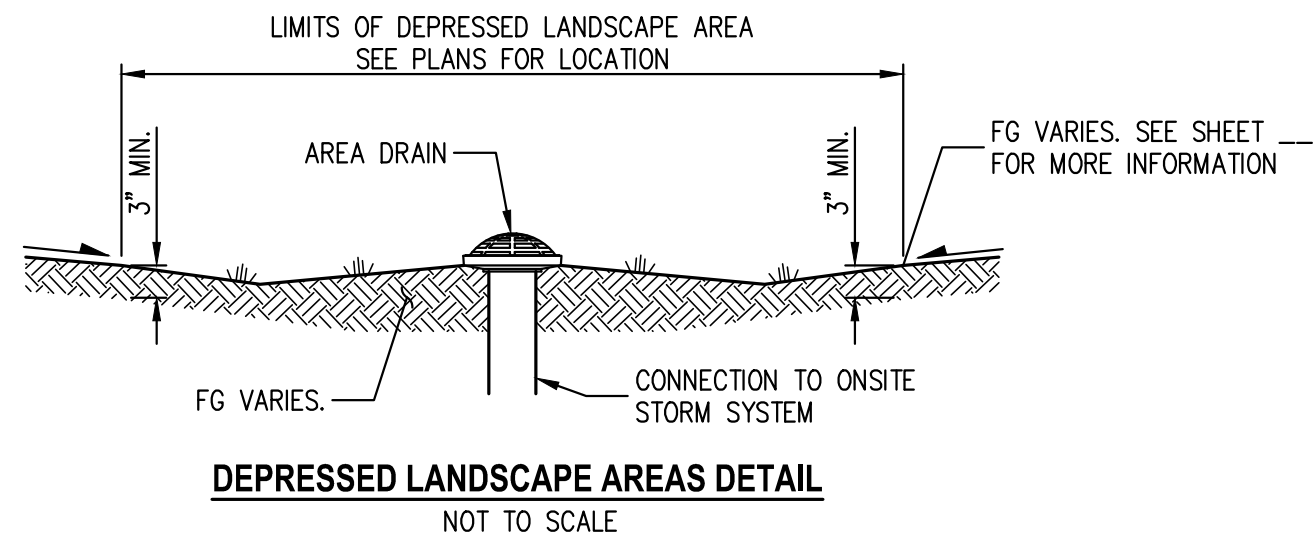




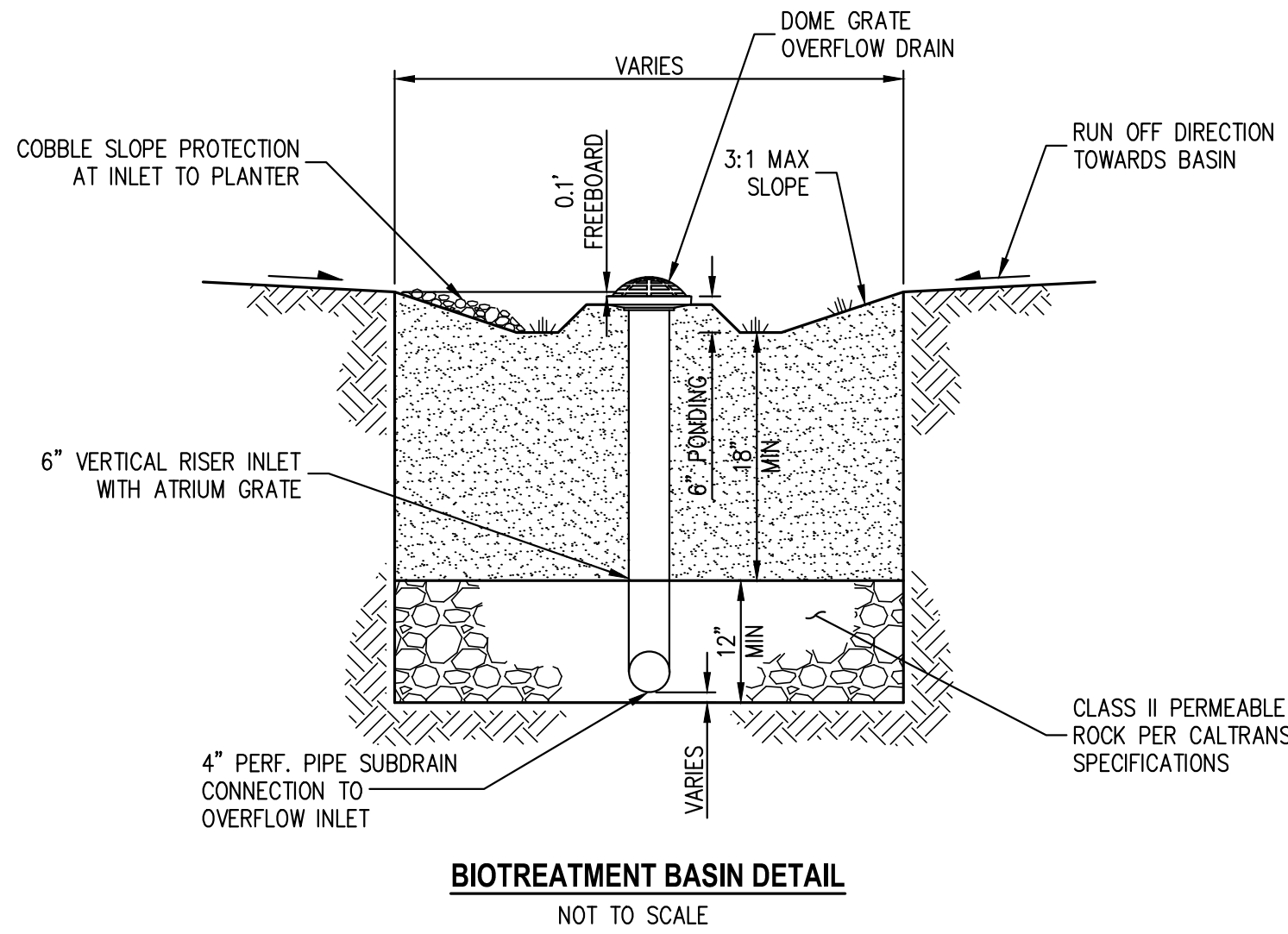
- NOTE**
1. ALL CONDO BUILDING WATER SERVICES PRELIMINARILY SIZED TO BE 2". SIZING TO BE CONFIRMED DURING PERMIT STAGE. REDUCED PRESSURE BACKFLOW PREVENTERS (RPP's) ARE REQUIRED FOR DOMESTIC WATER METERS SERVING MULTIPLE RESIDENTIAL UNITS.
 2. ALL CONDO BUILDING FIRE SERVICE LATERALS & BFP PRELIMINARILY SIZED TO BE 6" DERINGER 40 OR EQUAL. SIZING TO BE CONFIRMED DURING PERMIT STAGE.
 3. ALL CITY UTILITY MAINS/LATERALS TO HAVE A 1' MINIMUM VERTICAL SEPARATION AT ALL UTILITY CROSSINGS.
 4. ONSITE WATER MAINS, WATER LATERALS UP TO AND INCLUDING THE METERS, SEWER MAINS, AND SEWER LATERAL UP TO AND INCLUDING THE PROPERTY LINE SEWER CLEANOUTS ARE TO BE CITY-MAINTAINED FACILITIES. WATER MAINS TO BE C900 DRI4 PVC, AND SEWER MAINS TO BE SDR26 PVC.
 5. ALL WATER, FIRE AND SANITARY LATERAL SIZES TO BE CONFIRMED AT THE CD PHASE.
 6. EACH BUILDING TO HAVE ONE DOMESTIC METER AND SUB-METERS FOR EACH UNIT.
 7. ALL ONSITE STORM DRAIN LINES WILL BE PRIVATE EXCEPT FOR THE TWO PUBLIC STORM DRAIN LATERALS THAT RUN FROM PRIVATE PROPERTY TO THE EXISTING OFFSITE PUBLIC MAIN.
 8. THE TWO EXISTING FIRE HYDRANTS AND LATERALS ON CALIFORNIA CIRCLE ALONG THE PROJECT FRONTAGE TO BE REMOVED AND REPLACED WITH NON-ASBESTOS PIPES AS PART OF THE OFFICE IMPROVEMENTS.
 9. SECTIONAL LINERS WILL BE INSTALLED FOR THE EXISTING SEWER MAIN FRONTING THE DEVELOPMENT PROPERTY ALONG CALIFORNIA CIRCLE, AND WITHIN THE 10' ONSITE SANITARY SEWER EASEMENT (SSE) ALONG THE SOUTHERN EDGE OF THE PROJECT SITE. SINCE THESE SECTIONAL LINERS ARE WITHIN THE CITY'S SCOPE OF EXISTING CAPITAL PROJECTS, THE INSTALLATION WORK IS ELIGIBLE FOR PARTIAL CITY REIMBURSEMENT. THE ENGINEERING DEPARTMENT WILL OUTLINE THE FAIR SHARE PAYMENT STRUCTURE FOR THE SECTIONAL LINER INSTALLATION WORK NO LATER THAN THE ISSUANCE OF THE FINAL ENTITLEMENT CONDITIONS.

SHEET		C5		5 OF 11		SHEETS	
JOB NO.		20158		LRN		JG	
DESIGNED				SCALE		8/2/2023	
DATE		8/2/2023		PLANNED DEVELOPMENT		1355 CALIFORNIA CIRCLE	
DRAWN				PRELIMINARY UTILITY PLAN		CALIFORNIA	
MILPITAS				CALIFORNIA			
PREPARED FOR:		PulteGroup		4511 Willow Road, Suite 8 Milpitas, CA 95110 Phone 650/249-3200 Fax 650/485-0281		Civil Engineering Associates Civil Engineers • Planners • Surveyors	
NO.		DATE		REVISIONS		BY	
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							
26							
27							
28							
29							
30							
31							
32							
33							
34							
35							
36							
37							
38							
39							
40							
41							
42							
43							
44							
45							
46							
47							
48							
49							
50							
51							
52							
53							
54							
55							
56							
57							
58							
59							
60							
61							
62							
63							
64							
65							
66							
67							
68							
69							
70							
71							
72							
73							
74							
75							
76							
77							
78							
79							
80							
81							
82							
83							
84							
85							
86							
87							
88							
89							
90							
91							
92							
93							
94							
95							
96							
97							
98							
99							
100							
101							
102							
103							
104							
105							
106							
107							
108							
109							
110							
111							
112							
113							
114							
115							
116							
117							
118							
119							
120							
121							
122							
123							
124							
125							
126							
127							
128							
129							
130							
131							
132							
133							
134							
135							
136							
137							
138							
139							
140							
141							
142							
143							
144							
145							
146							
147							
148							
149							
150							
151							
152							
153							
154							
155							
156							
157							
158							
159							
160							
161							
162							
163							
164							
165							
166							
167							
168							
169							
170							
171							
172							
173							
174							
175							
176							
177							
178							
179							
180							
181							
182							
183							
184							
185							
186							
187							
188							
189							
190							
191							
192							
193							
194							
195							
196							
197							
198							
199							
200							
201							
202							
203							
204							
205							
206							
207							
208							
209							
210							
211							
212							
213							
214							
215							
216							
217							
218							
219							
220							
221							
222							
223							
224							
225							
226							
227							
228							
229							
230							
231							
232							
233							
234							
235							
236							
237							
238							
239							
240							
241							
242							
243							
244							
245							
246							
247							
248							
249							
250							
251							
252							
253							
254							
255							
256							
257							
258							
259							
260							
261							
262							
263							
264							
265							
266							
267							
268							
269							
270							
271							
272							
273							
274							
275							
276							
277							
278							
279							
280							
281							
282							
283							
284							
285							
286							
287							
288							
289							
290							
291							
292							
293							
294							
295							
296							
297							
298							
299							
300							
301							
302							
303							
304							
305							
306							
307							
308							
309							
310							
311							
312							
313							
314							
315							
316							
317							
318							
319							
320							
321							
322							
323							
324							
325							
326							
327							
328							
329							
330							
331							
332							
333							
334							
335							

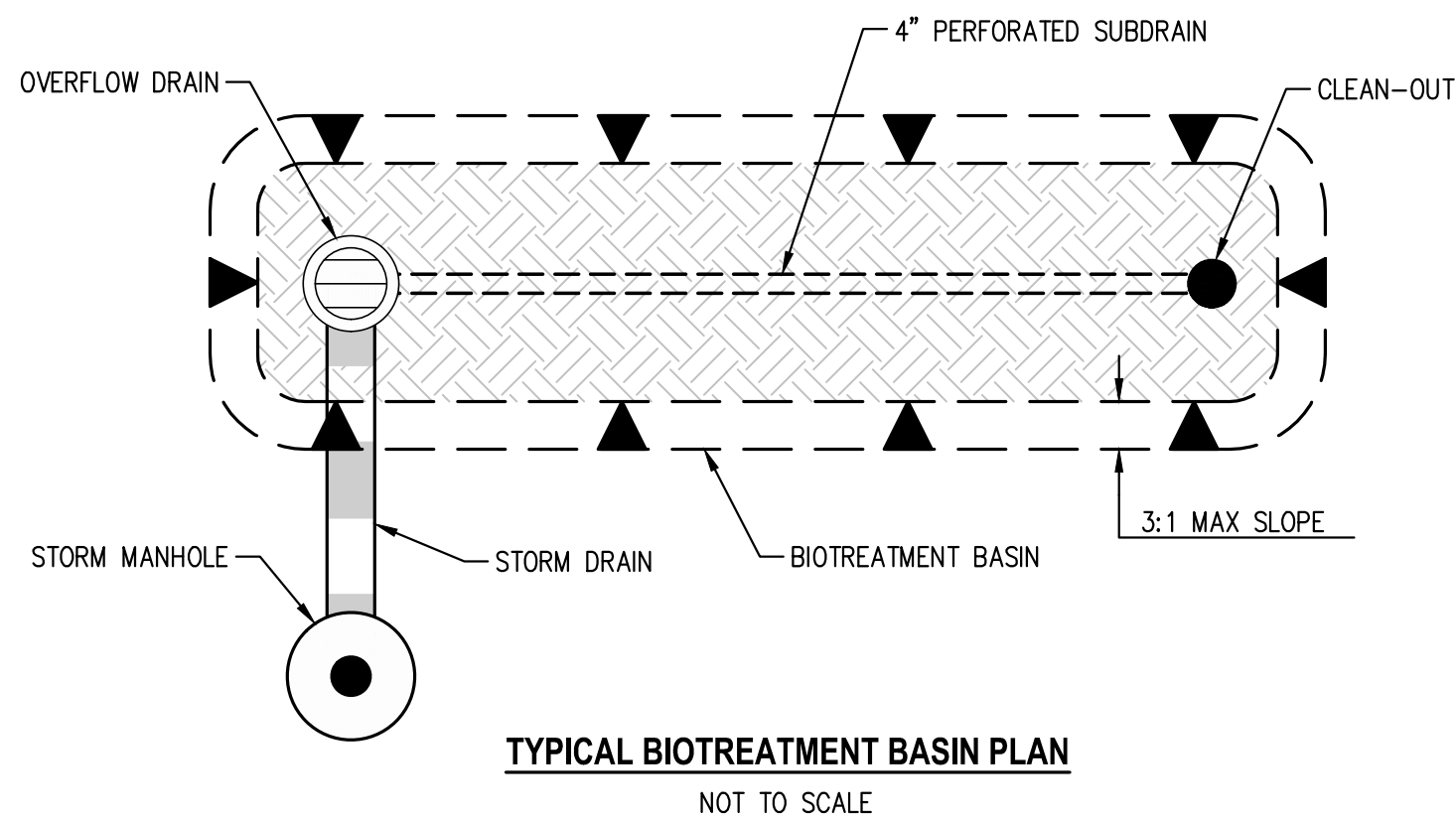




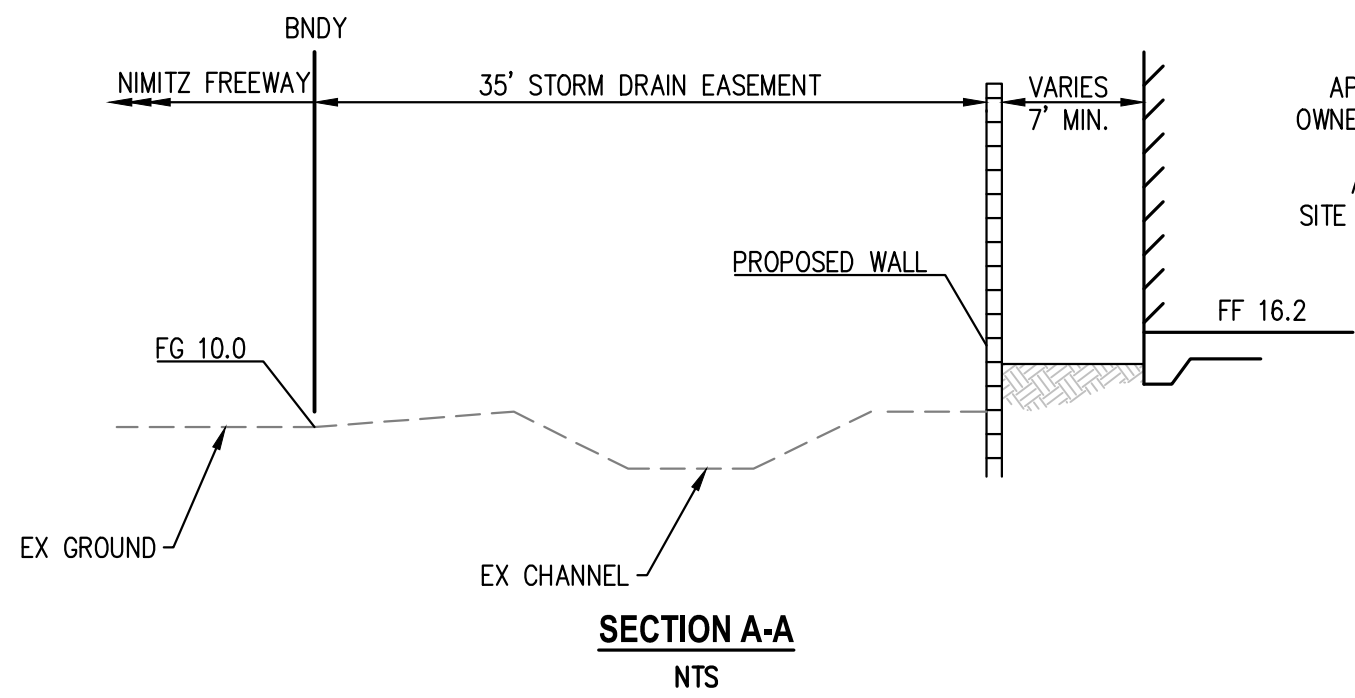
- NOTES**
1. THE DEPRESSED LANDSCAPE AREAS ARE INCORPORATED INTO THE SITE DESIGN TO PROVIDE STORMWATER RETENTION TO MEET THE SELF-RETAINING DESIGN CRITERIA FOR SPECIFIC WATERSHEDS.
 2. THE DEPRESSED LANDSCAPE AREAS AND THEIR ASSOCIATED SELF-RETAINING AREAS SHALL COMPLY WITH SECTION 4.2 OF THE LATEST SCVURPPP C3 HANDBOOK.



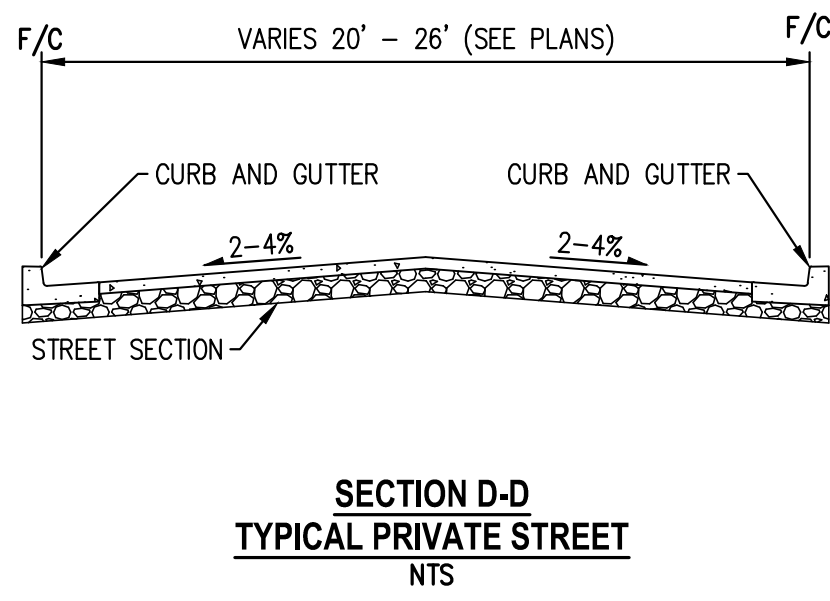
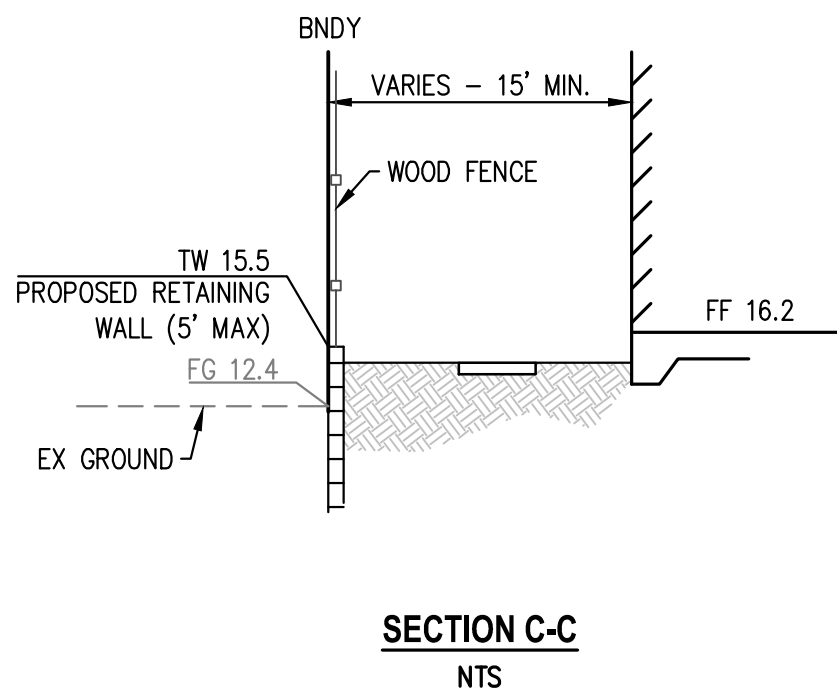
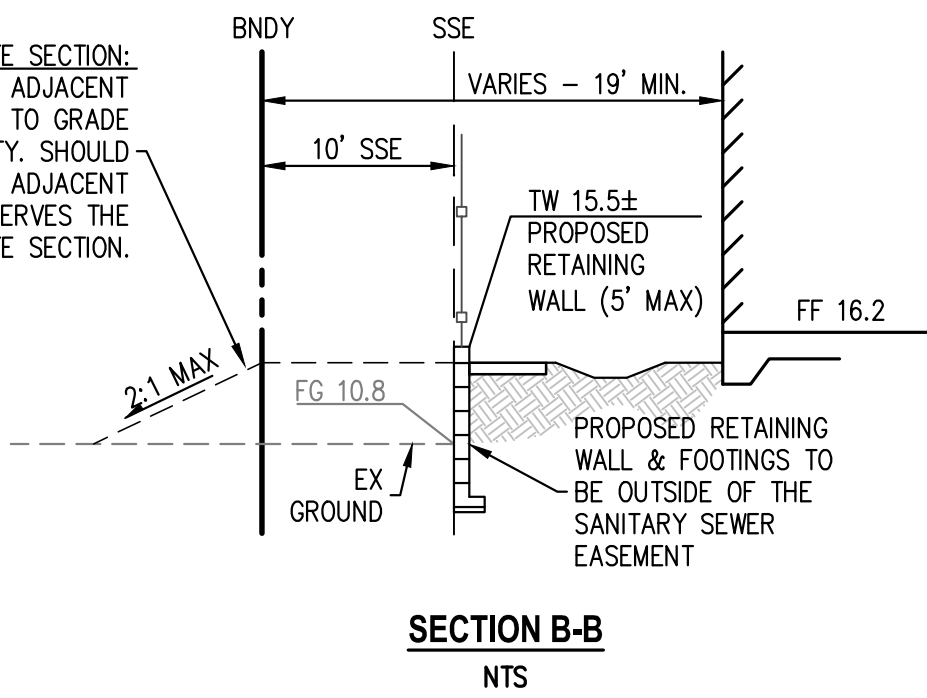
- NOTES**
1. PERFORATION TO BE INSTALLED FACING DOWNWARD.
 2. BIOTREATMENT SOIL MIX (BSM) SHALL CONFORM TO THE MUNICIPAL REGIONAL PERMIT REQUIREMENTS SET FORTH IN PROVISION C.3.C.1.(1)(B)(VI)
 3. SEE LANDSCAPE PLANS FOR PLANTING AND IRRIGATION LAYOUT WITHIN BASIN.

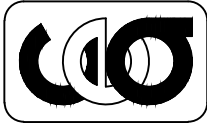


STORMWATER TREATMENT SUMMARY TABLE																
WATERSHED ID	TOTAL WATERSHED AREA (SF)	IMPERVIOUS SURFACES					TOTAL (SF)	PERVIOUS SURFACES				TOTAL (SF)	TREATMENT MEASURES			
		STREETS (SF)	SIDEWALKS (SF)	PARKING LOTS (SF)	DRIVEWAYS / HARDSCAPE (SF)	BUILDINGS (SF)		STREETS (SF)	SIDEWALKS (SF)	PARKING LOTS (SF)	LANDSCAPE (SF)		PROVIDED TREATMENT	REQUIRED TREATMENT	CALCULATION METHOD	TREATMENT METHOD
1	6,182		749			3,166	3,915	-	-	-	2,267	2,267	217	157	4%	BIOTREATMENT
2	7,830	1,812	-		717	4,301	6,830	-	-	-	1,000	1,000	284	273	4%	BIOTREATMENT
3	5,973	2,231	354		354	2,205	5,144	-	-	-	829	829	213	206	4%	BIOTREATMENT
4	5,948	2,451	305		354	2,205	5,315	-	-	-	633	633	213	213	4%	BIOTREATMENT
5	4,399	940	194		316	2,318	3,768	-	-	-	631	631	158	151	4%	BIOTREATMENT
6	7,857		1,343			3,235	4,578	-	-	-	3,279	3,279	208	183	4%	BIOTREATMENT
7	12,031		1,807			6,338	8,145	-	-	-	3,886	3,886	327	326	4%	BIOTREATMENT
8	7,868	3,739	716		275	1,970	6,700	-	-	-	1,168	1,168	312	268	4%	BIOTREATMENT
9	7,807	5,650	1,377				7,027	-	-	-	780	780	288	281	4%	BIOTREATMENT
10	7,828	1,806			717	4,292	6,815	-	-	-	1,013	1,013	284	273	4%	BIOTREATMENT
11	5,949	2,521	277		354	2,204	5,356	-	-	-	593	593	215	214	4%	BIOTREATMENT
12	5,939	2,376	283		354	2,203	5,216	-	-	-	723	723	213	209	4%	BIOTREATMENT
13	11,132	4,660	458		581	4,015	9,714	-	-	-	1,418	1,418	429	389	4%	BIOTREATMENT
14	6,325	2,716	217		278	2,207	5,418	-	-	-	907	907	224	217	4%	BIOTREATMENT
15	5,260		923			2,794	3,717	-	-	-	1,543	1,543	249	149	4%	BIOTREATMENT
16	2,633		381			1,582	1,963	-	-	-	670	670	108	79	4%	BIOTREATMENT
17	11,104		1,878				1,878	-	-	-	9,226	9,226		2:1 MAX		SELF-RETAINING
18	2,840	1,859	662				2,521	-	-	-	319	319	146	101	4%	BIOTREATMENT
19	6,719	1,807	162		182	2,469	4,620	-	-	-	2,099	2,099	251	185	4%	BIOTREATMENT
20	5,884	987	337		238	2,955	4,517	-	-	-	1,367	1,367	229	181	4%	BIOTREATMENT
21	5,065	850	325		195	2,434	3,804	-	-	-	1,261	1,261	229	152	4%	BIOTREATMENT
22	11,911		1,761			6,350	8,111	-	-	-	3,800	3,800	327	324	4%	BIOTREATMENT
23	7,831	1,806	-		717	4,354	6,877	-	-	-	954	954	284	275	4%	BIOTREATMENT
24	5,940	2,518	308		354	2,201	5,381	-	-	-	559	559	216	215	4%	BIOTREATMENT
25	5,854	2,252	350		355	2,267	5,224	-	-	-	630	630	213	209	4%	BIOTREATMENT
26	5,426	929				3,045	3,974	-	-	-	1,452	1,452	192	159	4%	BIOTREATMENT
27	6,191	3,075	365		189	1,755	5,384	-	-	-	807	807	217	215	4%	BIOTREATMENT
28	5,015	2,464	491		129	1,302	4,386	-	-	-	629	629	185	175	4%	BIOTREATMENT
29	5,022		696			2,804	3,500	-	-	-	1,522	1,522	161	140	4%	BIOTREATMENT
30	2,465		595			1,220	1,815	-	-	-	650	650	103	73	4%	BIOTREATMENT
31	6,318	3,399	536		149	1,405	5,489	-	-	-	829	829	337	220	4%	BIOTREATMENT
32	3,092	1,329	-		134	1,277	2,740	-	-	-	352	352	177	110	4%	BIOTREATMENT
33	6,270	637	899			2,746	4,282	-	-	-	1,988	1,988	349	171	4%	BIOTREATMENT
34	7,647	2,473	230		224	2,990	5,917	-	-	-	1,730	1,730	246	237	4%	BIOTREATMENT
35	11,793	3,777	1,985	3,731			9,493	-	-	-	2,300	2,300	449	380	4%	BIOTREATMENT
36	28,304		1,659			20,933	22,592	-	-	-	5,712	5,712	1,018	904	4%	BIOTREATMENT
37	4,158						-				4,158	4,158			95%	SELF-TREATING
38	6,691	936	3,816				4,752	-	-	-	1,939	1,939	220	190	4%	BIOTREATMENT
MAINTENANCE 1	19,047		-				-	-	-	-	19,047	19,047	-	-		MAINTENANCE
SUBTOTAL (SF)	291,548	61,071	27,368	3,731	7,166	107,542	206,878	-	-	-	84,670	84,670	9,491	8,200		
EXISTING SITE	291,548	-	2,861	129,747		91,545	224,153	-	-	-	67,395	67,395				



ALTERNATE SECTION:
APPLICANT IS IN CONTACT WITH ADJACENT
OWNER REGARDING THE POTENTIAL TO GRADE
ONTO THEIR PROPERTY. SHOULD
AUTHORIZATION TO GRADE ON ADJACENT
SITE BE GRANTED, APPLICANT RESERVES THE
RIGHT TO USE THE ALTERNATE SECTION.





Civil Engineering Associates
Civil Engineers • Planners • Surveyors

2055 Gateway Place
Suite 450
San Jose, CA 95110
T: (408) 453-1066

PREPARED FOR:



4511 Willow Road, Suite 8
Pittsburg, CA 94555
Phone 925/249-5200 Fax 925/485-0291

1355 CALIFORNIA CIRCLE

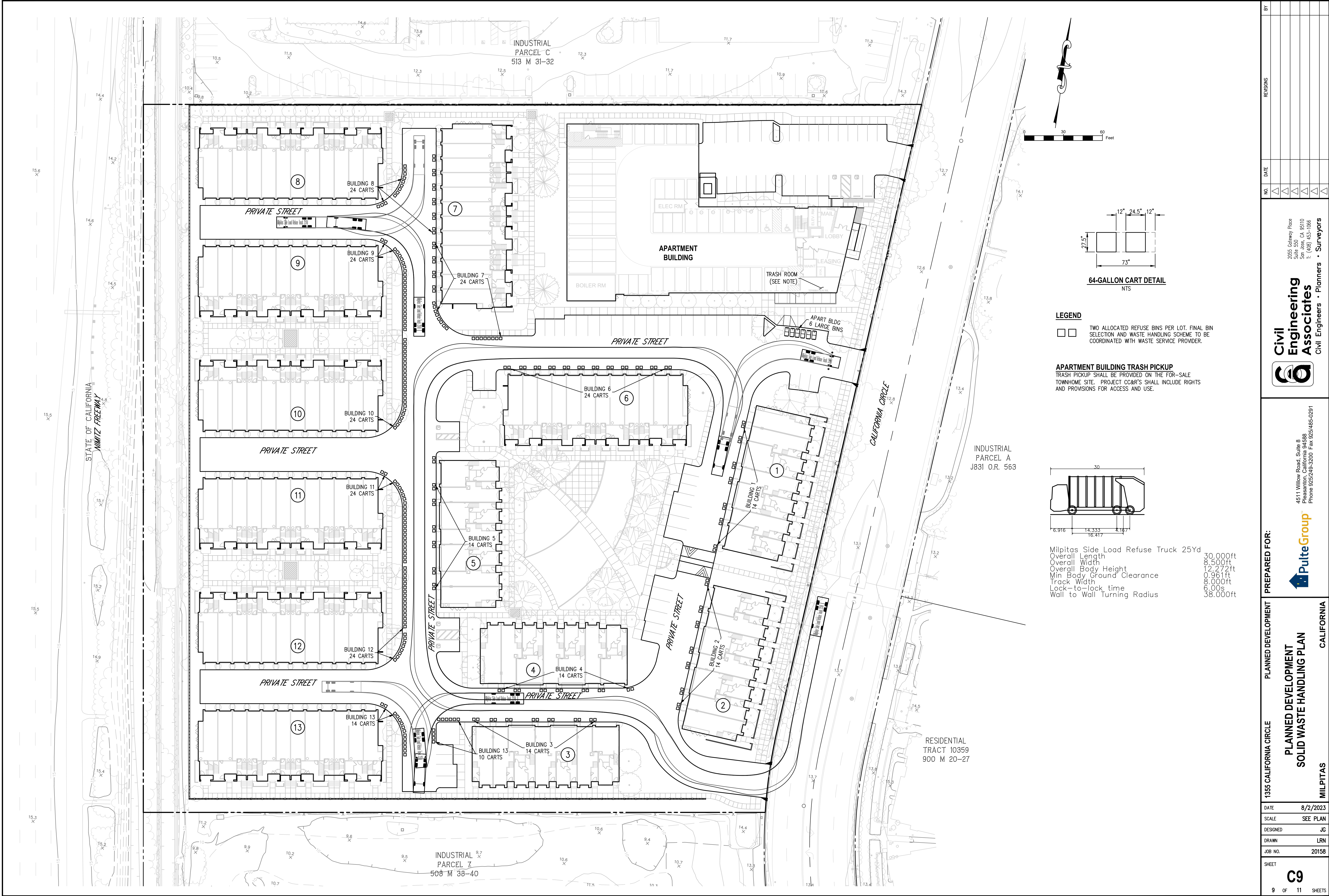
PLANNED DEVELOPMENT

**PLANNED DEVELOPMENT
SECTIONS & DETAILS**

MILPITAS

CALIFORNIA

DATE	8/2/2023
SCALE	SEE PLAN
DESIGNED	JG
DRAWN	LRN
JOB NO.	20158
SHEET	C8



Fresh Concrete and Mortar Application

Who should use this information?

- Masons and Bricklayers
- Sidewalk Construction Crews
- Patio Construction Workers
- Construction Inspectors
- General Contractors
- Home Builders
- Developers
- Concrete Delivery/Pumping Workers



Storm Drain Pollution from Fresh Concrete And Mortar Applications

Fresh concrete and cement-related mortars that wash into lakes, streams, or estuaries are toxic to fish and the aquatic environment. Disposing of these materials to the storm drains or creeks can block storm drains, causes serious problems, and is prohibited by law.

Doing the Job Right General Business Practices

- Wash out concrete mixers only in designated wash-out areas in your yard, away from storm drains and waterways, where the water will flow into a temporary waste pit in a dirt area. Let water percolate through soil and dispose of settled, hardened concrete as garbage. Whenever possible, recycle washout by pumping back into mixers for reuse.
- Wash out chutes onto dirt areas at site that do not flow to streets or drains.
- Always store both dry and wet materials under cover, protected from rainfall and runoff and away from storm drains or waterways. Protect dry materials from wind.
- Secure bags of cement after they are open. Be sure to keep wind-blown cement powder away from streets, gutters, storm drains, rainfall, and runoff.
- Do not use diesel fuel as a lubricant on concrete forms, tools, or trailers.

During Construction

- Don't mix up more fresh concrete or cement than you will use in a two-hour period.
- Set up and operate small mixers on tarps or heavy plastic drop cloths.
- When cleaning up after driveway or sidewalk construction, wash fines onto dirt areas, not down the driveway or into the street or storm drain.
- Protect applications of fresh concrete and mortar from rainfall and runoff until the material has dried.
- Wash down exposed aggregate concrete only when the wash water can (1) flow onto a dirt area; (2) drain onto a bermed surface from which it can be pumped and disposed of properly; or (3) be vacuumed from a catchment created by blocking a storm drain inlet. If necessary, divert runoff with temporary berms. Make sure runoff does not reach gutters or storm drains.
- When breaking up pavement, be sure to pick up all the pieces and dispose of properly. Recycle large chunks of broken concrete at a local recycling facility.
- Never bury waste material. Dispose of small amounts of excess dry concrete, grout, and mortar in the trash.
- Never dispose of washout into the street, storm drains, drainage ditches, or streams.

Heavy Equipment Operation

Who should use this information?

- Vehicle and Equipment Operators
- Site Supervisors
- General Contractors
- Home Builders
- Developers



Stormwater Pollution from Heavy Equipment on Construction Sites

Poorly maintained vehicles and heavy equipment that leak fuel, oil, antifreeze or other fluids on the construction site are common sources of storm drain pollution. Prevent spills and leaks by isolating equipment from runoff channels, and by watching for leaks and other maintenance problems. Remove construction equipment from the site as soon as possible.

Doing the Job Right Site Planning and Preventive Vehicle Maintenance

- Designate one area of the construction site, well away from streams or storm drain inlets, for auto and equipment parking, refueling, and routine vehicle and equipment maintenance. Contain the area with berms, sand bags, or other barriers.
- Maintain all vehicles and heavy equipment. Inspect frequently for and repair leaks.
- Perform major maintenance, repair jobs, and vehicle and equipment washing off site where cleanup is easier.
- If you must drain and replace motor oil, radiator coolant, or other fluids on site, use drip pans or drop cloth to catch drips and spills. Collect all spent fluids, store in separate containers. Recycle them wherever possible, otherwise, dispose of them as hazardous wastes.
- Do not use diesel oil to lubricate equipment parts, or clean equipment. Use only water for any onsite cleaning.
- Cover exposed fifth wheel hitches and other oily or greasy equipment during rain events.
- Use as little water as possible for dust control. Ensure water used doesn't leave silt or discharge to storm drains.

Spill Cleanup

- Clean up spills immediately when they happen.
- Never hose down "dirty" pavement or impermeable surfaces where fluids have spilled. Use dry cleanup methods (absorbent materials, cat litter, and/or rags) whenever possible and properly dispose of absorbent materials.
- Sweep up spilled dry materials immediately. Never attempt to "wash them away" with water, or bury them.
- Clean up spills on dirt areas by digging up and properly disposing of contaminated soil.
- Report significant spills to the appropriate local spill response agencies immediately. In Milpitas, dial 9-1-1 if hazardous materials might enter the storm drain.

Earth-Moving and Dewatering Activities

Who should use this information?



- Bulldozer, Back Hoe, and Grading Machine Operators
- Dump Truck Drivers
- Site Supervisors
- General Contractors
- Home Builders
- Developers

Storm Drain Pollution from Earth-Moving Activities

Soil excavation and grading operations loosen large amounts of soil that can flow or blow into storm drains when handled improperly. Sediments in runoff can clog storm drains, smother aquatic life, and destroy habitats in creeks and the Bay. Effective erosion control practices reduce the amount of runoff crossing a site and slow the flow with check dams or roughened ground surfaces.

Contaminated groundwater is a common problem in the Santa Clara Valley. Depending on soil types and site history, groundwater pumped from construction sites may be contaminated with toxics (such as oil or solvents) or laden with sediments. Any of these pollutants can harm wildlife in creeks or the Bay, or interfere with wastewater treatment plant operation. Discharging sediment-laden water from a dewatering site into any water of the state without treatment is prohibited.

Doing the Job Right General Business Practices

- Schedule excavation and grading work during dry weather.
- Perform major equipment repairs away from the job site.
- When refueling or vehicle/equipment maintenance must be done on site, designate a location away from storm drains.
- Do not use diesel oil to lubricate equipment parts, or clean equipment.

Practices During Construction

- Remove existing vegetation only when absolutely necessary. Plant temporary vegetation for erosion control on slopes or where construction is not immediately planned.
- Protect downslope drainage courses, streams, and storm drains with wattles, or temporary drainage swales. Use check dams or ditches to divert runoff around excavations. Refer to the Regional Water Quality Control Board's Erosion and Sediment Control

Field Manual for proper erosion and sediment control measures, and California Stormwater Quality Association Stormwater Best Management Practice Handbook (construction, 2003)

- Cover stockpiles and excavated soil with secured tarps or plastic sheeting.

Dewatering Operations Check for Toxic Pollutants

- Check for odors, discoloration, or an oily sheen on groundwater.
- Call your local wastewater treatment agency and ask whether the groundwater must be tested.
- If contamination is suspected, have the water tested by a certified laboratory.
- Depending on the test results, you may be allowed to discharge pumped groundwater to the storm drain (if no sediments present) or sanitary sewer. OR, you may be required to collect and haul pumped groundwater offsite for treatment and disposal at an appropriate treatment facility.

Detecting Contaminated Soil or Groundwater

Contaminated groundwater is a common problem in the Santa Clara Valley. It is essential that all contractors and subcontractors involved know what to look for in detecting contaminated soil or groundwater, and testing ponded groundwater before pumping. Watch for any of these conditions:

1. Unusual soil conditions, discoloration or odor.
2. Abandoned underground tanks.
3. Abandoned wells.
4. Buried barrels, debris or trash.

If any of these are found follow the procedures below.

Roadwork and Paving

Who should use this information?

- Road Crews
- Driveway/Sidewalk/Parking Lot Construction Crews
- Seal Coat Contractors
- Operators of Grading Equipment, Paving Machines, Dump Trucks, Concrete Mixers
- Construction Inspectors
- General Contractors
- Developers
- Home Builders



Storm Drain Pollution from Roadwork

Road paving, surfacing, and pavement removal happen right in the street, where there are numerous opportunities for asphalt, saw-cut slurry, or excavated material to illegally enter storm drains. Extra planning is required to store and dispose of materials properly and guard against pollution of storm drains, creeks, and the Bay.

Doing the Job Right General Business Practices

- Develop and implement erosion/sediment control plans for roadway embankments.
- Schedule excavation and grading work during dry weather.
- Check for and repair leaking equipment.
- Perform major equipment repairs at designated areas in your maintenance yard, where cleanup is easier. Avoid performing equipment repairs at construction sites.
- When refueling or when vehicle/equipment maintenance must be done on site, designate a location away from storm drains and creeks.
- Do not use diesel oil to lubricate equipment parts or clean equipment.
- Recycle used oil, concrete, broken asphalt, etc. whenever possible, or dispose of properly.

During Construction

- Avoid paving and seal coating in wet weather, or when rain is forecast, to prevent fresh materials from contacting stormwater runoff.
- Cover and seal catch basins and manholes when applying seal coat, slurry seal, fog seal, or similar materials.
- Protect drainage ways by using earth dikes, sand bags, or other controls to divert or trap and filter runoff.
- Never wash excess material from exposed aggregate concrete or similar treatments into a street or storm drain. Collect and recycle, or dispose to dirt area.
- Cover stockpiles (asphalt, sand, etc.) and other construction materials with plastic tarps. Protect from rainfall and prevent runoff with temporary roofs or plastic sheets and berms.
- Park paving machines over drip pans or absorbent material (cloths, rags, etc.) to catch drips when not in use.
- Clean up all spills and leaks using "dry" methods (with absorbent materials and/or rags) Dig up, remove, and properly dispose of contaminated soil.

- Collect and recycle or appropriately dispose of excess abrasive gravel or sand.
- Avoid over-application by water trucks for dust control.

Asphalt/Concrete Removal

- Avoid creating excess dust when breaking asphalt or concrete.
- After breaking up old pavement, be sure to remove all chunks and pieces. Make sure broken pavement does not come in contact with rainfall or runoff.
- When making saw cuts, use as little water as possible. Shovel or vacuum saw-cut slurry and remove from the site. Cover or protect storm drain inlets during saw-cutting. Sweep up, and properly dispose of, all residues.
- Sweep, never hose down streets to clean up tracked dirt. Use a street sweeper or vacuum truck. Do not dump vacuumed liquor in storm drains.

sewer. Never pour paint down a storm drain. Dispose of excess liquids and residue as hazardous waste.

- For oil-based paints, paint out brushes to the extent possible and clean with thinner or solvent in a proper container. Filter and reuse thinners and solvents. Dispose of excess liquids and residue as hazardous waste.

- When thoroughly dry, empty paint cans, used brushes, rags, and drop cloths may be disposed of as garbage in a sanitary landfill. Leave lids off paint cans so the refuse collector can see that they are empty. Empty, dry paint cans also may be recycled as metal.
- Dispose of empty aerosol paint cans as hazardous waste or at household hazardous waste collection events.

Recycle/Reuse Leftover Paints Whenever Possible

- Donate excess water-based (latex) paint for reuse.

Painting Cleanup

- Never clean brushes or rinse paint containers into a street, gutter, storm drain, French drain, or stream.
- For water-based paints, paint out brushes to the extent possible, and rinse into a drain that goes to the sanitary



BLUEPRINT FOR A CLEAN BAY

Best Management Practices for the Construction Industry

Remember: The property owner and the contractor share ultimate responsibility for the activities that occur on a construction site. You may be held responsible for any environmental damage caused by your subcontractors or employees.

Preventing Pollution: It's Up to Us

In the Santa Clara Valley, storm drains transport water directly to local creeks and San Francisco Bay without treatment. Stormwater pollution is a serious problem for wildlife dependent on our creeks and bays and for the people who live near polluted streams or bays. Common sources of this pollution include spilled oil, fuel, and fluids from vehicles and heavy equipment; construction debris; sediment created by erosion; landscaping runoff containing pesticides or weed killers; and materials such as used motor oil, antifreeze, and paint products that people pour or spill into a street or storm drain.



Santa Clara Valley Urban Runoff Pollution Prevention Program

Thirteen valley municipalities have joined together with Santa Clara County and the Santa Clara Valley Water District to educate local residents and businesses and fight stormwater pollution. This "blueprint" summarizes "Best Management Practices" (BMPs) for stormwater pollution prevention.

Doing the Job Right General Principles

- Keep an orderly site and ensure good housekeeping practices are used.
- Maintain equipment properly.
- Cover materials when they are not in use.
- Keep materials away from streets, storm drains and drainage channels.
- Ensure dust control water doesn't leave site or discharge to storm drains.

Advance Planning To Prevent Pollution

- Schedule excavation and grading activities for dry weather periods. To reduce soil erosion, plant temporary vegetation or place other erosion controls before rain begins. Use the Erosion and Sediment Control Field Manual, available from the Regional Water Quality Control Board San Francisco Bay Region, as a reference.
- Control the amount of runoff crossing your site (especially during excavations) by using berms or temporary or permanent drainage ditches to divert water flow around the site. Reduce stormwater runoff velocities by constructing temporary check dams or berms where appropriate.
- Train your employees and subcontractors. Make these brochures available to everyone who works on the construction site. Inform subcontractors about the stormwater requirements and their own responsibilities.

General Construction and Site Supervision

Who should use this information?

- General Contractors
- Site Supervisors
- Inspectors
- Home Builders
- Developers
- Homeowners



Storm Drain Pollution from Construction Activities

Construction sites are common sources of storm water pollution. Materials and wastes that blow or wash into a storm drain, gutter, or street have a direct impact on local creeks and the Bay.

As a contractor, or site supervisor, owner or operator of a site, you may be responsible for any environmental damage caused by your subcontractors or employees.

Landscaping, Gardening, And Pool Maintenance

Who should use this information?

- Landscapers
- Gardeners
- Swimming Pool/Spa Service and Repair Workers
- General Contractors
- Home Builders
- Developers
- Homeowners



Storm Drain Pollution from Landscaping and Swimming Pool Maintenance

Many landscaping activities expose soils and increase the likelihood that earth and garden chemicals will run off into the storm drains during irrigation or when it rains. Swimming pool water containing chlorine and copper-based algaecides should never be discharged to storm drains. These chemicals are toxic to aquatic life.

Doing the Job Right General Business Practices

- Protect stockpiles (e.g., asphalt, sand, or soil) and landscaping materials from wind and rain by storing them under tarps or secured plastic sheeting.
- Store pesticides, fertilizers, and other chemicals indoors or in a shed or storage cabinet.
- Schedule grading and excavation projects during dry weather.
- Use temporary check dams or ditches to divert runoff away from storm drains.
- Protect storm drains with sandbags or other sediment controls.
- Revegetation is an excellent form of erosion control for any site. Replant as soon as possible with temporary vegetation such as grass seed.
- Landscaping/Garden Maintenance
 - Consider using Integrated Pest Management Techniques. Use pesticides sparingly, according to instructions on the label. Rinse empty containers, and use rinsewater as product. Dispose of rinsed, empty containers in the trash.
 - Dispose of unused pesticides as hazardous waste.

- Collect lawn and garden clippings, pruning waste, and tree trimmings. Chip if necessary, and compost if possible.
- Do not blow or rake leaves, etc. into the street, or place yard waste in gutters or on dirt shoulders. Sweep up any leaves, litter or residue in gutters or on street.

Pool/Fountain/Spa Maintenance Draining pools or spas

- When it's time to drain a pool, spa, or fountain, please be sure to call your local wastewater treatment plant before you start for further guidance on flow rate restrictions, backflow prevention, and handling special cleaning waste (such as acid wash). Discharge flows should be kept to the low levels typically possible through a garden hose. Higher flow rates may be prohibited by local ordinance.
- Never discharge pool or spa water to a street or storm drain; discharge to a sanitary sewer cleanout.
- If possible, when emptying a pool or spa, let chlorine dissipate for a few days and then recycle/reuse water by draining it gradually onto a landscaped area. OR

- San Jose/Santa Clara Water Pollution Control Plant (408) 945-5300. You may be able to discharge to the sanitary sewer by running the hose to a utility sink or sewer pipe clean-out.
- Do not use copper-based algaecides Control algae with chlorine or other alternatives, such as sodium bromide.

Filter Cleaning

- Never clean a filter in the street or near a storm drain. Rinse cartridge and diatomaceous earth filters onto a dirt area, and spade filter residue into soil. Dispose of spent diatomaceous earth in the garbage.
- If there is no suitable dirt call San Jose/Santa Clara Water Pollution Control Plant (408) 945-5300 for instructions on discharging filter backwash or rinse water to the sanitary sewer.

Spill Response Agencies:

1. Dial 911
2. Santa Clara County Environmental Health Services (408) 299-6930
3. Governor's Office of Emergency Services Warning Center (800) 852-7550 (24 hours).

Small Business Hazardous Waste Disposal Program

Santa Clara County businesses that generate less than 27 gallons or 220 pounds of hazardous waste per month are eligible to use Santa Clara County's Small Business Hazardous Waste Disposal Program. Call (408) 299-7300 for a quote, more information or guidance on disposal.

Local Pollution Control Agencies

Santa Clara County Office of Toxics and Solid Waste Management (408) 441-1195

Santa Clara Valley Water District (408) 265-2600

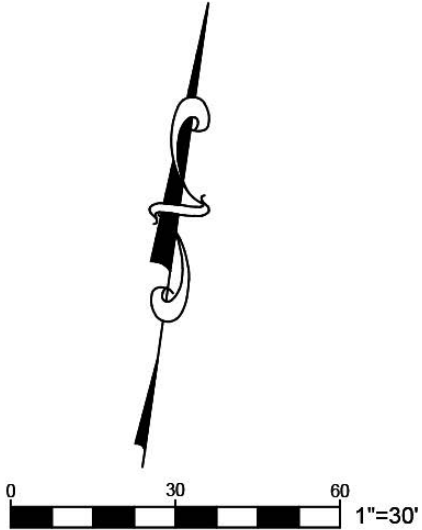
San Jose/Santa Clara Water Pollution Control Plant (408) 945-5300
Serving Milpitas, Cupertino, Los Gatos, Milpitas, Monte Sereno, San Jose, Santa Clara and Saratoga

PROJECT ADDRESS:

PROJECT NAME:

SHEET
CB-1

BY	
REVISIONS	
DATE	
NO.	1
2	3
4	5
6	7
8	9
10	11
12	13
14	15
16	17
18	19
20	21
22	23
24	25
26	27
28	29
30	31
32	33
34	35
36	37
38	39
40	41
42	43
44	45
46	47
48	49
50	51
52	53
54	55
56	57
58	59
60	61
62	63
64	65
66	67
68	69
70	71
72	73
74	75
76	77
78	79
80	81
82	83
84	85
86	87
88	89
90	91
92	93
94	95
96	97
98	99
100	101
102	103
104	105
106	107
108	109
110	111
112	113
114	115
116	117
118	119
120	121
122	123
124	125
126	127
128	129
130	131
132	133
134	135
136	137
138	139
140	141
142	143
144	145
146	147
148	149
150	151
152	153
154	155
156	157
158	159
160	161
162	163
164	165
166	167
168	169
170	171
172	173
174	175
176	177
178	179
180	181
182	183
184	185
186	187
188	189
190	191
192	193
194	195
196	197
198	199
200	201
202	203
204	205
206	207
208	209
210	211
212	213
214	215
216	217
218	219
220	221
222	223
224	225
226	227
228	229
230	231
232	233
234	235
236	237
238	239
240	241
242	243
244	245
246	247
248	249
250	251
252	253
254	255
256	257
258	259
260	261
262	263
264	265
266	267
268	269
270	271
272	273
274	275
276	277
278	279
280	281
282	283
284	285
286	287
288	289
290	291
292	293
294	295
296	297
298	299
300	301
302	303
304	305
306	307
308	309
310	311
312	313
314	315
316	317
318	319
320	321
322	323
324	325
326	327
328	329
330	331
332	333
334	335
336	337
338	339
340	341
342	343
344	345
346	347
348	349
350	351
352	353
354	355
356	357
358	359
360	361
362	363
364	365
366	367
368	369
370	371
372	373
374	375
376	377
378	379
380	381
382	383
384	385
386	387
388	389
390	391
392	393
394	395
396	397
398	399
400	401
402	403
404	405
406	407
408	409
410	411
412	413
414	415
416	417
418	419
420	421
422	423
424	425</



PROJECT SUMMARY

7	TOWNHOMES	35
12	STACKED TOWNHOMES	96
TOTAL UNITS (EXCLUDING APT BLDG)		131
SITE AREA		6.69± ACRES

12-PLEX
8 4-Story Buildings
96 Dwelling units
+/-51'-0" (To top of roof)

Construction: R2, VA
Sprinkler System: NFPA 13

PRODUCT NAME	PRODUCT TYPE	DESCRIPTION	GARAGE TYPE	TOTAL AMOUNT OF UNITS	TOTAL CONDITIONED SQ. FOOTAGE	TOTAL GARAGE SQ. FOOTAGE	DECK TOTAL
PLAN 2	CONDO	3 BED + 2 BATH	COMPACT 2-CAR TANDEM	2	1518	439	201
PLAN 3	CONDO	3 BED + 2 BATH	COMPACT 2-CAR TANDEM	2	1685	439	203
PLAN 5	CONDO	3 BED + 3 BATH	COMPACT 2-CAR TANDEM	2	1595	434	115
PLAN 6	CONDO	3 BED + 3 BATH	COMPACT 2-CAR TANDEM	2	1756	435	170
PLAN 7	CONDO	3 BED + 3 BATH	COMPACT 2-CAR TANDEM	2	1949	434	116
PLAN 8	CONDO	3 BED + 3 BATH + LOFT/OPT. BED 4	COMPACT 2-CAR TANDEM	1	2175	469	148
PLAN 8X	CONDO	3 BED + 3 BATH + LOFT/OPT. BED 4	COMPACT 2-CAR TANDEM	1	2175	469	148
				12			

PLAN 1 AND PLAN 4 ARE NOT PART OF THIS BUILDING UNIT MIX

Total Gross Floor Area	
FIRST FLOOR GROSS AREA	7843
SECOND FLOOR GROSS AREA	6899
THIRD FLOOR GROSS AREA	7207
FOURTH FLOOR GROSS AREA	6728
TOTAL	28677

SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION.

7-PLEX
5 3-Story Buildings
35 Dwelling units
+/-39'-6" (To top of roof)

Construction: R2, VB
Sprinkler System: NFPA 13

PRODUCT NAME	PRODUCT TYPE	DESCRIPTION	GARAGE TYPE	TOTAL AMOUNT OF UNITS	TOTAL CONDITIONED SQ. FOOTAGE	TOTAL GARAGE SQ. FOOTAGE	DECK TOTAL
PLAN 1	CONDO	3 BED + 3 BATH	COMPACT 2-CAR TANDEM	3	1534	536	73
PLAN 1X	CONDO	3 BED + 3 BATH	COMPACT 2-CAR TANDEM	1	1548	578	70
PLAN 2	CONDO	3 BED + 3.5 BATH	2-CAR S X S	2	1850	422	64
PLAN 2X	CONDO	3 BED + 3.5 BATH	2-CAR S X S	1	1785	422	151
				7			

Total Gross Floor Area	
FIRST FLOOR GROSS AREA	5680
SECOND FLOOR GROSS AREA	5706
THIRD FLOOR GROSS AREA	5568
TOTAL	16954

SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION.

NOTES:

1. REFER TO CIVIL SHEETS FOR ALL PROPERTY LINES, EASEMENTS, SITE DIMENSIONS, ACCESSIBLE UNIT LOCATIONS, ETC.
2. REFER TO LANDSCAPE SHEETS FOR LANDSCAPE DESIGN, DIMENSIONS AND DETAILED INFORMATION.

⚠ DENOTES ADAPTABLE MULTI-STORY DWELLING UNIT ON AN ACCESSIBLE ROUTE COMPLYING WITH C.B.C. SEC. 1102A.3.

CODE INFORMATION

THIS PROJECT SHALL COMPLY WITH ALL OTHER REGULATIONS AND ORDINANCES ADOPTED BY JURISDICTION HAVING AUTHORITY.

APPLICABLE CODES:

- 2019 CALIFORNIA BUILDING CODE (CBC)
- 2019 CALIFORNIA ELECTRICAL CODE (CEC)
- 2019 CALIFORNIA MECHANICAL CODE (CMC)
- 2019 CALIFORNIA PLUMBING CODE (CPC)
- 2019 CALIFORNIA FIRE CODE (CFC)
- 2019 CALIFORNIA GREEN BUILDING STANDARD CODE (CAL GREEN)
- 2019 BUILDING ENERGY EFFICIENCY STANDARDS

CODE SUMMARY

USE & OCCUPANCY (CBC SECTION 310.4 & 312.1)	R-2: BUILDINGS CONTAINING MORE THAN TWO DWELLING UNITS U: PRIVATE GARAGES
SEPARATIONS: (CBC SECTION 420)	WALLS SEPARATING DWELLING UNITS (R2) SHALL BE 1-HOUR FIRE PARTITIONS COMPLYING WITH CBC SECTION 708. WALLS SEPARATING PRIVATE GARAGES (U) FROM DWELLING UNIT (R2) SHALL BE SEPARATED BY NOT LESS THAN 1/2" GYPSUM BOARD APPLIED TO THE GARAGE SIDE PER 406.3.4.1. DOORS SHALL BE 20 MIN RATED. FLOOR/CEILING ASSEMBLIES SEPARATING DWELLING UNITS (R2) AND DWELLING UNITS (R2) / GARAGES (U) SHALL BE 1-HR RATED HORIZONTAL ASSEMBLIES COMPLYING WITH CBC SECTION 711. DOOR BETWEEN PRIVATE GARAGE (U) AND ITS OWN DWELLING UNIT (R2) SHALL BE 20MIN RATED - SELF-CLOSING, SELF-LATCHING, SOLID WOOD DOOR OR SOLID OR HONEYCOMB CORE STEEL DOOR, MINIMUM 1-3/8 INCHES (34.9 MM) THICK. DOORS IN RATED CONSTRUCTION SHALL COMPLY WITH CBC SEC 716.5
TYPE OF CONSTRUCTION:	TYPE VB, 3-STORY
FIRE SPRINKLERS:	FIRE SPRINKLER: NFPA 13
ALLOWABLE HEIGHT: (CBC TABLE 504.3 & SECTION 504)	TYPE V-B: (WITH NFPA 13) 60 FEET MAXIMUM (WITHOUT AREA INCREASE) 40 FEET MAXIMUM (WITH AREA INCREASE) 65' FEET PER PROJECT DEVELOPMENT STANDARDS
ACTUAL HEIGHT:	< 40 FEET - SEE ELEVATIONS
ALLOWABLE STORIES: (CBC TABLE 504.4 & SEC 504.4)	R-2, TYPE V-B: 3 STORIES (2 STORIES BASE ALLOWABLE + 1 STORY SPRINKLER INCREASE FOR NFPA 13) U, TYPE V-B: 2 STORIES
ALLOWABLE FLOOR AREA: (CBC SEC 406 & SEC 508)	IN R OCCUPANCIES WITH NOT MORE THAN THREE STORIES ABOVE GRADE PLANE, THE AGGREGATE SUN OF THE RATIOS FOR PORTIONS OF MIXED-OCCUPANCY MULTI-STORY BUILDINGS SHALL NOT EXCEED ONE(1) IN R OCCUPANCIES WITH MORE THAT THREE STORIES ABOVE GRADE PLANE, THE AGGREGATE SUM OF THE RATIOS FOR PORTIONS OF MIXED-OCCUPANCY MULTT-STORY BUILDINGS SHALL NOT EXCEED TWO(2) GROUP U IS PERMITTED TO BE 1,000 SQ. FT. PER GARAGE WHEN PROVIDING 1-HOUR FIRE BARRIERS BETWEEN GARAGES. MULTIPLE PRIVATE GARAGES ARE PERMITTED IN A BUILDING WHERE EACH PRIVATE GARAGE IS SEPARATE BY A 1-HR FIRE BARRIER
RATED EXTERIOR WALLS (CBC TABLE 601)	TYPE VB, 3-STORY: NOT REQUIRED
FIRE RESISTIVE RATING REQUIREMENTS FOR EXTERIOR WALLS BASED ON FIRE SEPARATION DISTANCE: (TABLE 602)	FIRE SEPARATION DISTANCE ≥ 10' FOR TYPE VB CONSTRUCTION AND R3 OCCUPANCY SHALL BE ZERO (0) (NON-RATED) FIRE SEPARATION DISTANCE < 10' FOR TYPE VB CONSTRUCTION AND R2 OCCUPANCY SHALL BE ONE (1) - (1 HOUR)
ALLOWABLE OPENINGS (CBC TABLE 705.8)	UNPROTECTED SPRINKLERED - PER C.B.C. TABLE 705.8 SEE SITE PLAN FOR FIRE SEPARATION DISTANCE AND SHEET A0.50 FOR ACTUAL AREA OF OPENINGS IN EXTERIOR WALLS.
ACCESSIBILITY:	SHALL COMPLY WITH CBC CHAPTER 1102A.3 MULTI-STORY DWELLINGS

CODE INFORMATION

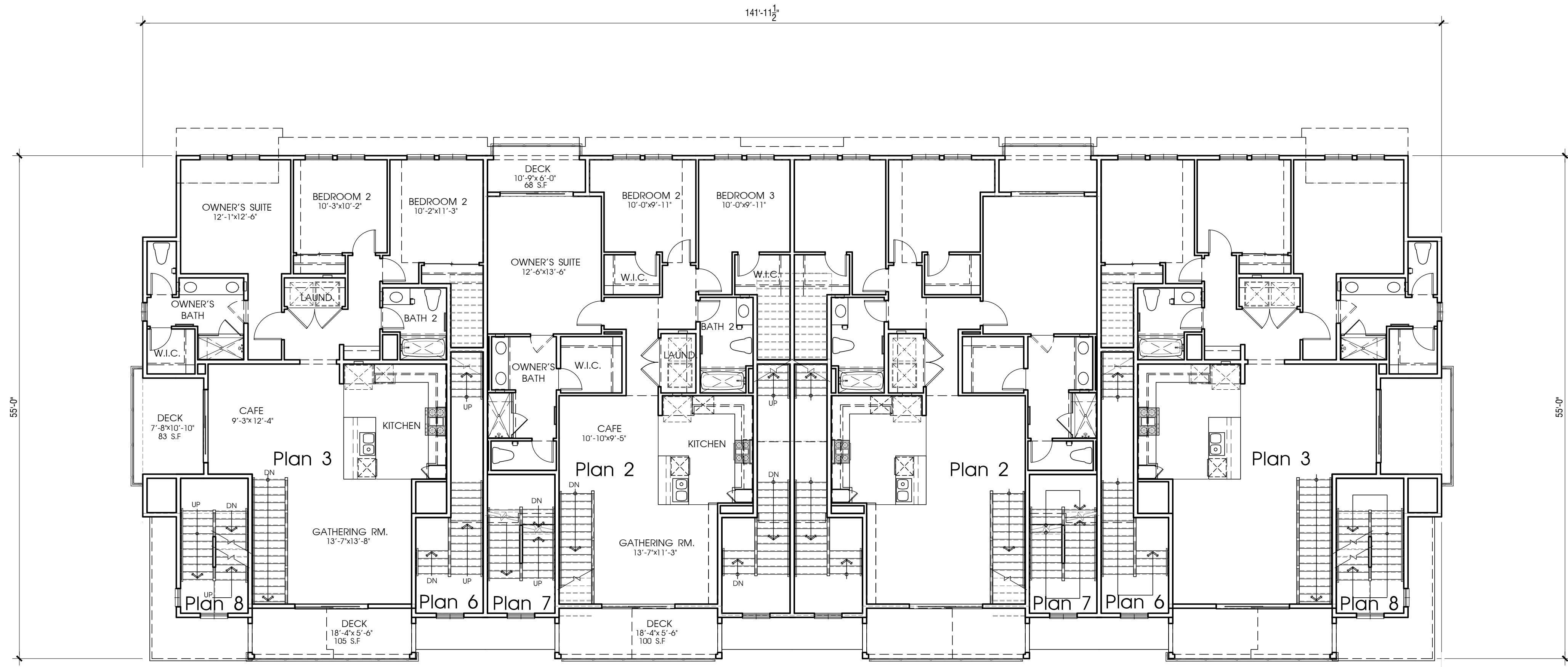
THIS PROJECT SHALL COMPLY WITH ALL OTHER REGULATIONS AND ORDINANCES ADOPTED BY JURISDICTION HAVING AUTHORITY.

APPLICABLE CODES:

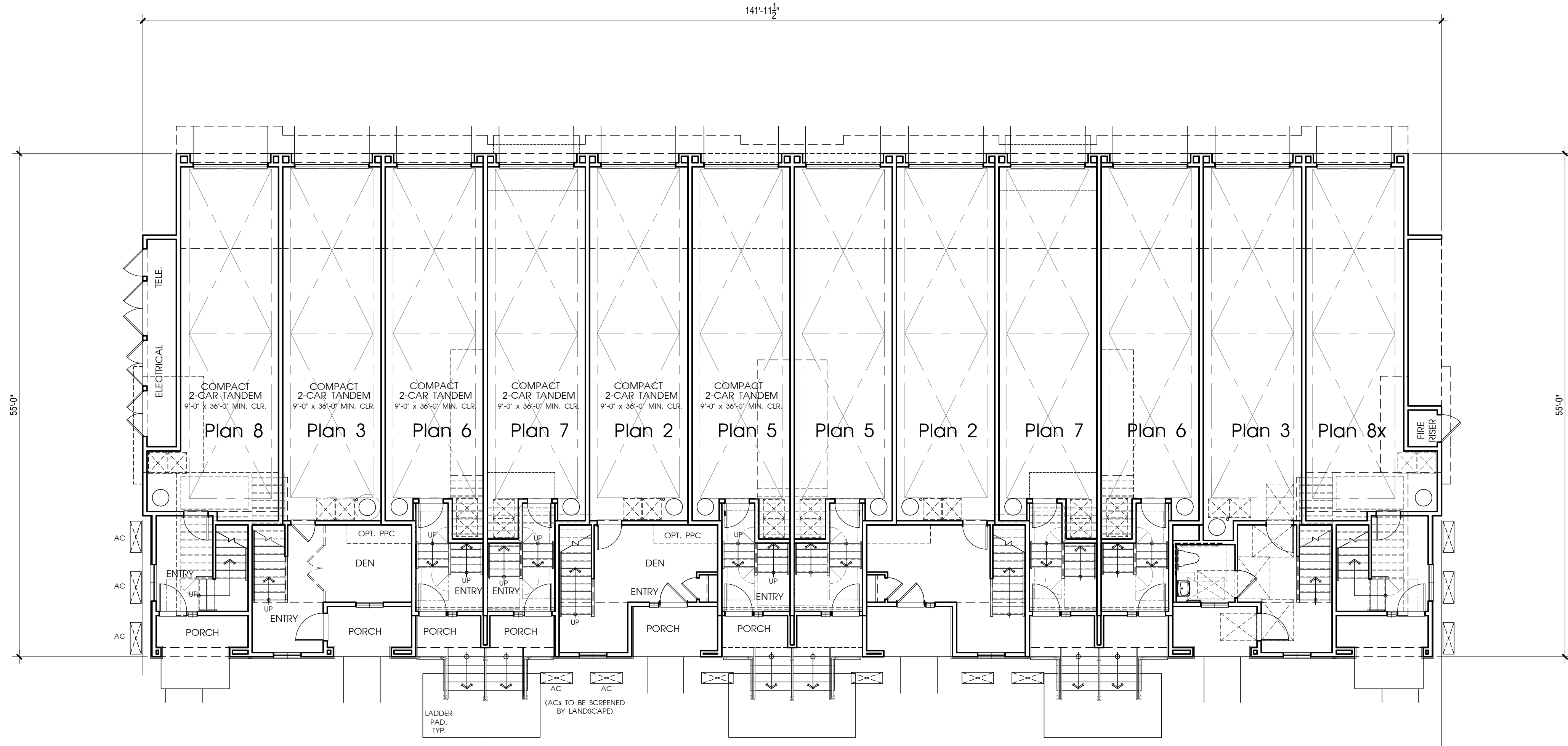
- 2019 CALIFORNIA BUILDING CODE (CBC)
- 2019 CALIFORNIA ELECTRICAL CODE (CEC)
- 2019 CALIFORNIA MECHANICAL CODE (CMC)
- 2019 CALIFORNIA PLUMBING CODE (CPC)
- 2019 CALIFORNIA FIRE CODE (CFC)
- 2019 CALIFORNIA GREEN BUILDING STANDARD CODE (CAL GREEN)
- 2019 BUILDING ENERGY EFFICIENCY STANDARDS

CODE SUMMARY

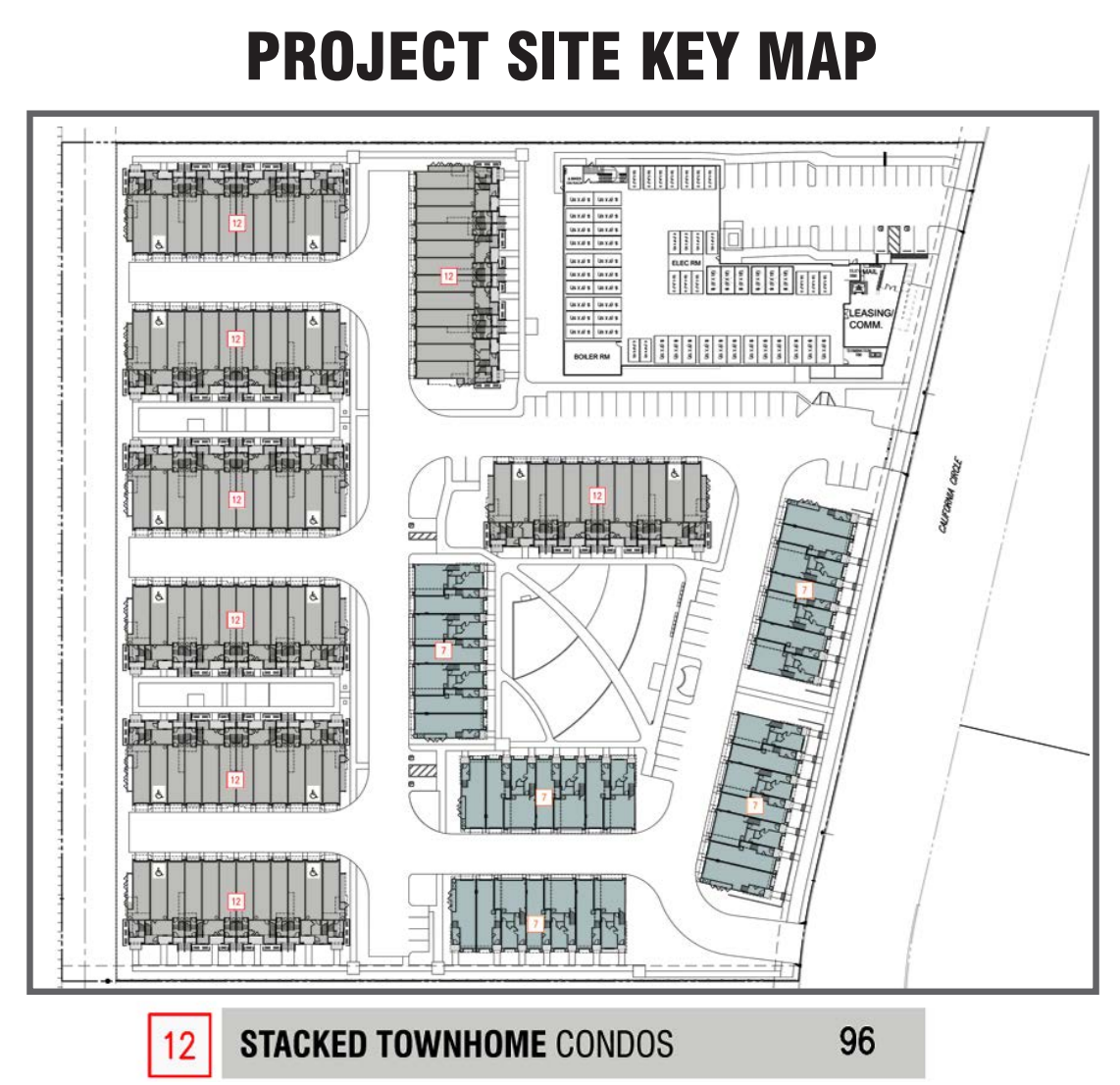
OCCUPANCY GROUP: (CBC SECTION 310)	GROUP R-2 / U (SEE AMMR FOR U OCCUPANCY UTILIZING THE 2016 CBC INTERPRETATION OF PRIVATE GARAGES PER SECTION 406.3.1)
SEPARATIONS: (CBC SECTION 420)	WALLS SEPARATING DWELLING UNITS (R2) SHALL BE 1-HOUR FIRE PARTITIONS COMPLYING WITH CBC SECTION 708. WALLS SEPARATING PRIVATE GARAGES (U) FROM DWELLING UNIT (R2) SHALL BE 1-HOUR FIRE BARRIERS COMPLYING WITH CBC SECTION 709. DOORS SHALL BE 20 MIN RATED. WALL SEPARATING PRIVATE GARAGES (U) FROM CORRIDORS AND COMMON USE SPACES SHALL BE 1HR RATED FIRE BARRIERS COMPLYING WITH CBC SECTION 708. DOORS SHALL BE 20 MIN RATED. WALLS SEPARATING ELEVATOR, STAIR AND SHAFT ENCLOSURES FROM OTHER USES SHALL BE 2-HOUR FIRE BARRIERS, COMPLYING WITH CBC SECTION 707. DOORS SHALL BE 90 MIN RATED. ALL FLOOR/CEILING ASSEMBLIES ARE REQUIRED TO BE 1-HR RATED HORIZONTAL ASSEMBLIES COMPLYING WITH CBC SECTION 711. DOOR BETWEEN PRIVATE GARAGE (U) AND ITS OWN DWELLING UNIT (R2) SHALL BE 20 MIN RATED - SELF-CLOSING, SELF-LATCHING, SOLID WOOD DOOR OR SOLID OR HONEYCOMB CORE STEEL DOOR, MINIMUM 1-3/8 INCHES (34.9 MM) THICK. DOORS IN RATED CONSTRUCTION SHALL COMPLY WITH CBC SECTION 716
TYPE OF CONSTRUCTION:	TYPE V-A
FIRE SPRINKLERS:	NFPA 13 PER CBC SECTION 903.3.1.1
ALLOWABLE HEIGHT: (CBC TABLE 504.3)	70 FEET MAXIMUM
ACTUAL HEIGHT:	<70 FEET (VARIES, SEE ELEVATIONS)
ALLOWABLE STORIES: (CBC TABLE 504.4 & SEC 504.4)	4 STORIES
ALLOWABLE FLOOR AREA: (CBC SEC 406 & SEC 508)	IN R OCCUPANCIES WITH NOT MORE THAN THREE STORIES ABOVE GRADE PLANE, THE AGGREGATE SUM OF THE RATIOS FOR PORTIONS OF MIXED-OCCUPANCY MULTI-STORY BUILDINGS SHALL NOT EXCEED ONE(1) IN R OCCUPANCIES WITH MORE THAT THREE STORIES ABOVE GRADE PLANE, THE AGGREGATE SUM OF THE RATIOS FOR PORTIONS OF MIXED-OCCUPANCY MULTT-STORY BUILDINGS SHALL NOT EXCEED TWO(2) GROUP U IS PERMITTED TO BE 1,000 SQ. FT. PER GARAGE WHEN PROVIDING 1-HOUR FIRE BARRIERS BETWEEN GARAGES. MULTIPLE PRIVATE GARAGES ARE PERMITTED IN A BUILDING WHERE EACH PRIVATE GARAGE IS SEPARATE BY A 1-HR FIRE BARRIER
FIRE RESISTANCE RATING REQUIREMENTS (CBC TABLE 601)	1-HOUR RATED CONSTRUCTION IS REQUIRED FOR PRIMARY STRUCTURAL FRAME, EXTERIOR WALLS AND INTERIOR BEARING WALLS, FLOOR ASSEMBLIES AND ASSOCIATED SECONDARY MEMBERS, AND ROOF CONSTRUCTION.
FIRE RESISTANCE RATING REQUIREMENTS FOR STRUCTURAL MEMBERS (CBC SEC 704)	COLUMNS, BEARING WALLS, AND PRIMARY STRUCTURAL ELEMENTS SHALL BE PROTECTED COMPLYING WITH CBC SECTION 704.
FIRE RESISTANCE RATING REQUIREMENTS FOR EXTERIOR WALLS (CBC SEC 705)	ALL EXTERIOR WALLS, BEARING AND NON-BEARING, ARE REQUIRED TO BE 1-HOUR RATED COMPLYING WITH CBC SECTION 705.
MAXIMUM AREA OF EXTERIOR WALL OPENINGS: (CBC SEC 705.8)	UNPROTECTED SPRINKLERED - PER CBC TABLE 705.8 SEE SITE PLAN FOR FIRE SEPARATION DISTANCE AND ACTUAL AREA OF OPENINGS IN EXTERIOR WALLS.
ROOF ACCESS (CBC SECTION 1011.12)	STAIRWAY TO THE ROOF NOT REQUIRED ON 4-STORY BUILDINGS WITH ROOF SLOPES > 4:12
EXITING (CBC SECTION 1006.2.1 EXCEPTION 1, CBC TABLE 1006.2.1 & 1006.3.2(1))	125 FEET MAXIMUM EXIT TRAVEL DISTANCE FOR A SINGLE EXIT IN 4-STORY R-2 DWELLING UNIT. EMERGENCY ESCAPE AND RESCUE OPENINGS (EGRESS WINDOWS) ARE REQUIRED IN ALL SLEEPING ROOMS BELOW THE FOURTH STORY. SEE EXITING DIAGRAMS.
ACCESSIBILITY:	ALL COVERED MULTIFAMILY DWELLING UNITS SHALL BE ADAPTABLE AND ACCESSIBLE INTO AND THROUGHOUT THE DWELLING UNIT PER PROVISIONS DESCRIBED IN CHAPTER 11A - DIVISION IV. IN BUILDINGS WITH ONE OR MORE ELEVATOR, ALL ROOMS OR SPACES LOCATED ON THE PRIMARY ENTRY LEVEL SHALL BE SERVED BY AN ACCESSIBLE ROUTE AND SHALL COMPLY WITH DIVISION IV. ALL BUILDINGS ARE REQUIRED TO HAVE AN ACCESSIBLE ENTRANCE PER CBC 1106A.



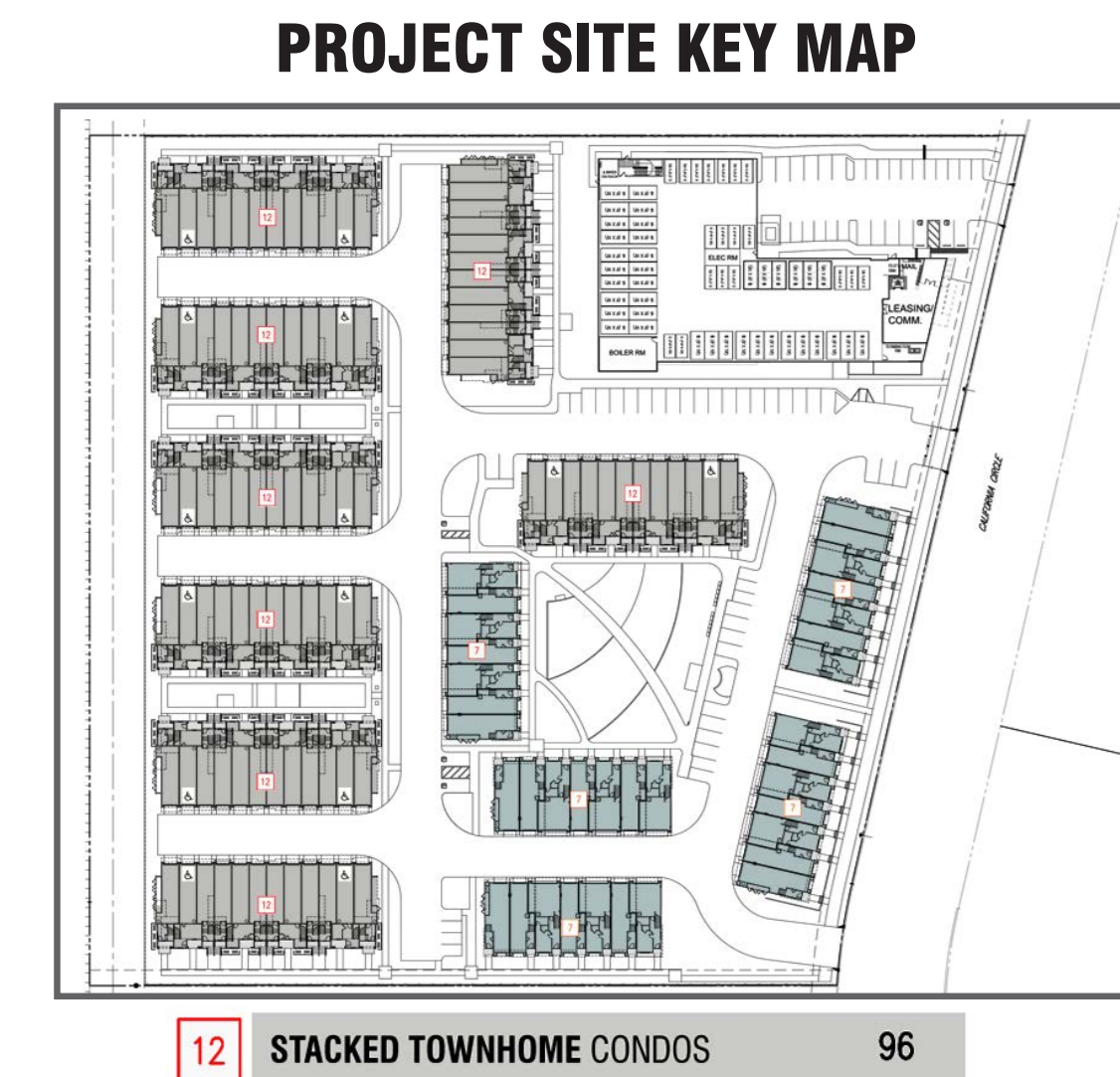
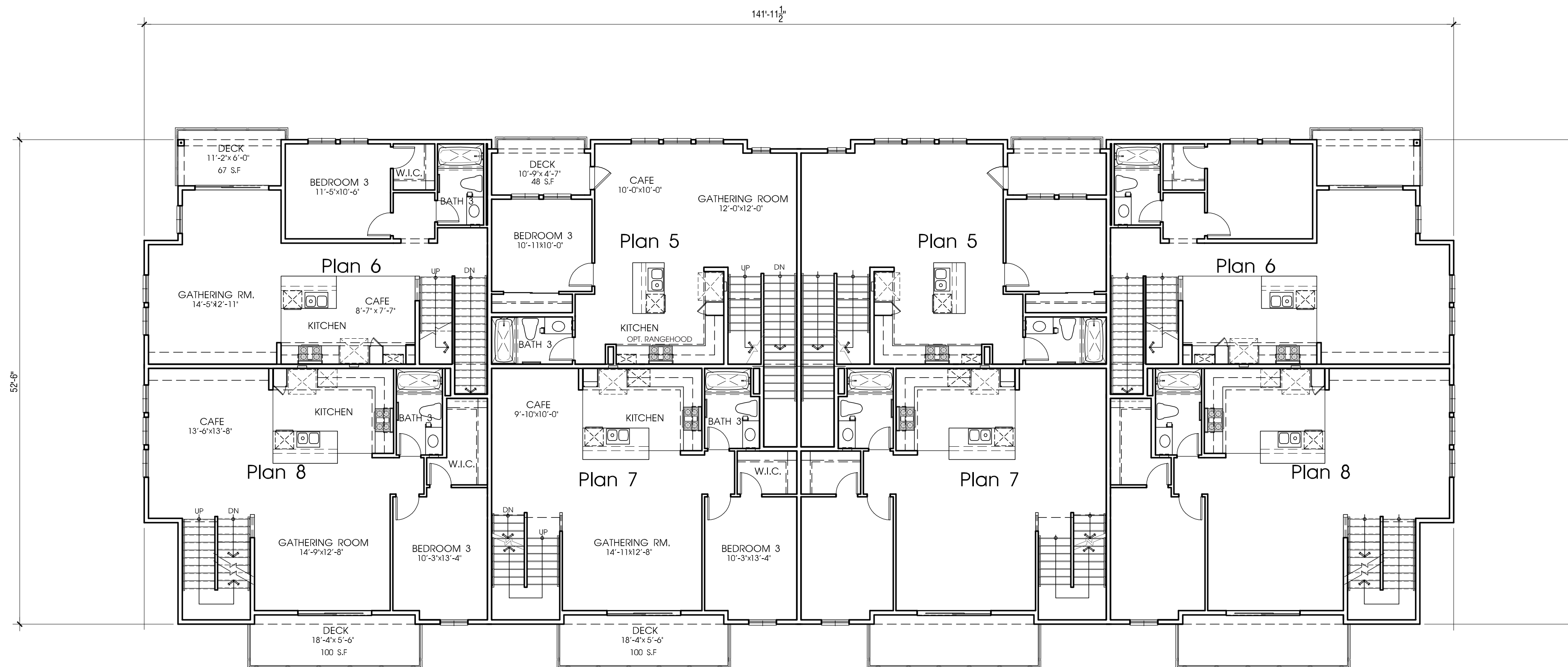
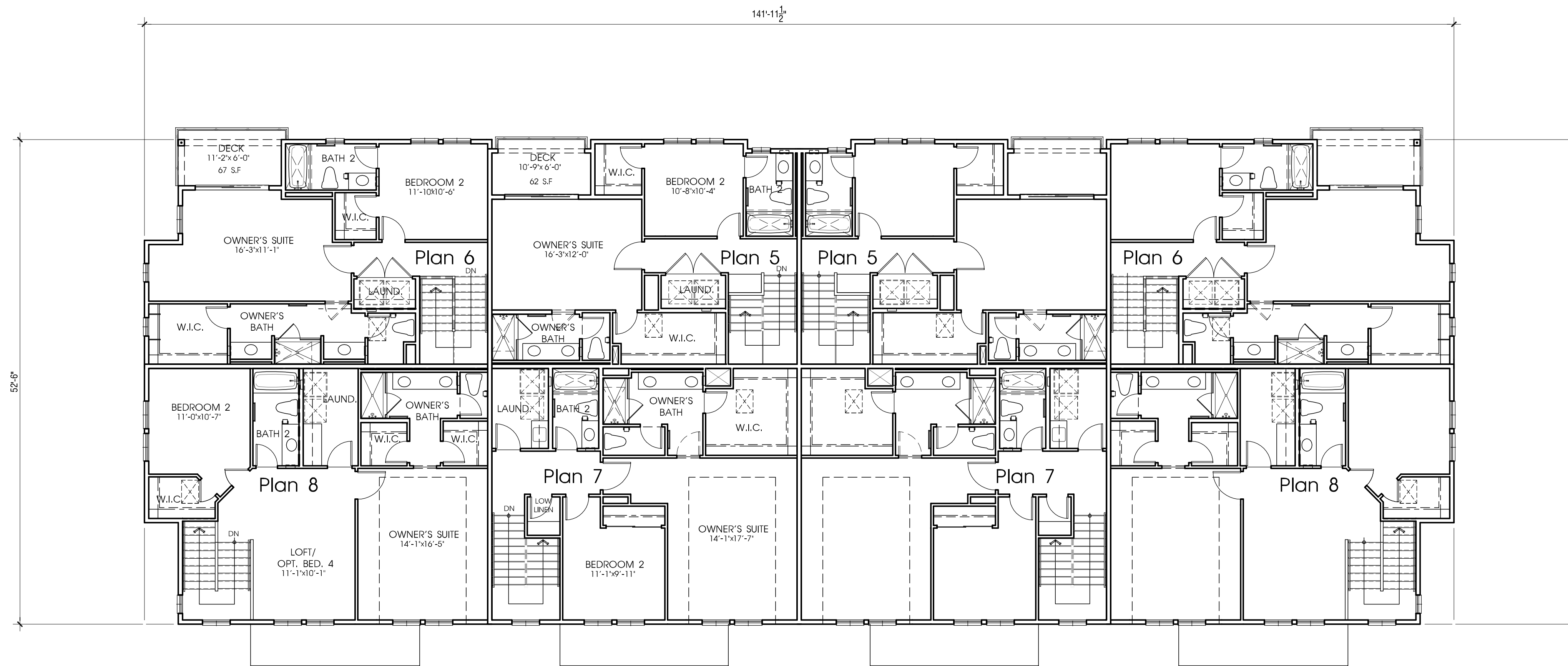
Second Floor



First Floor



© 2023 WILLIAM HEZMALHALCH ARCHITECTS, INC. dba WHA.
Note: Square Footage may vary due to method of calculation



© 2023 WILLIAM HEZMALHALCH ARCHITECTS, INC. dba WHA.
Note: Square Footage may vary due to method of calculation

ARCHITECTS . PLANNERS . DESIGNERS



ORANGE COUNTY . LOS ANGELES . BAY AREA



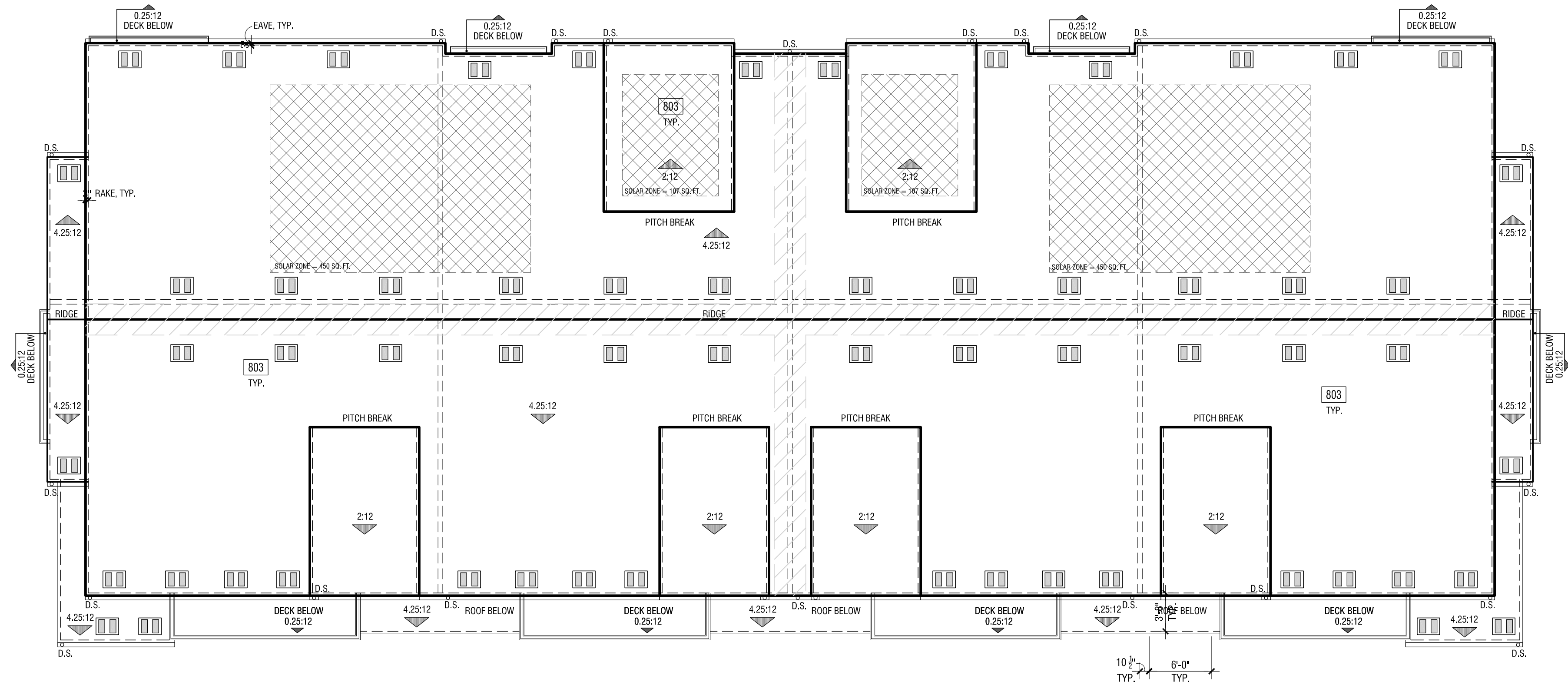
1355 CALIFORNIA CIRCLE
MILPITAS, CALIFORNIA WHA INC. 2022050 | 2022061

PLANNED DEVELOPMENT PERMIT



12 PLEX - STACKED TOWNHOME CONDOS
BUILDING FLOOR PLANS

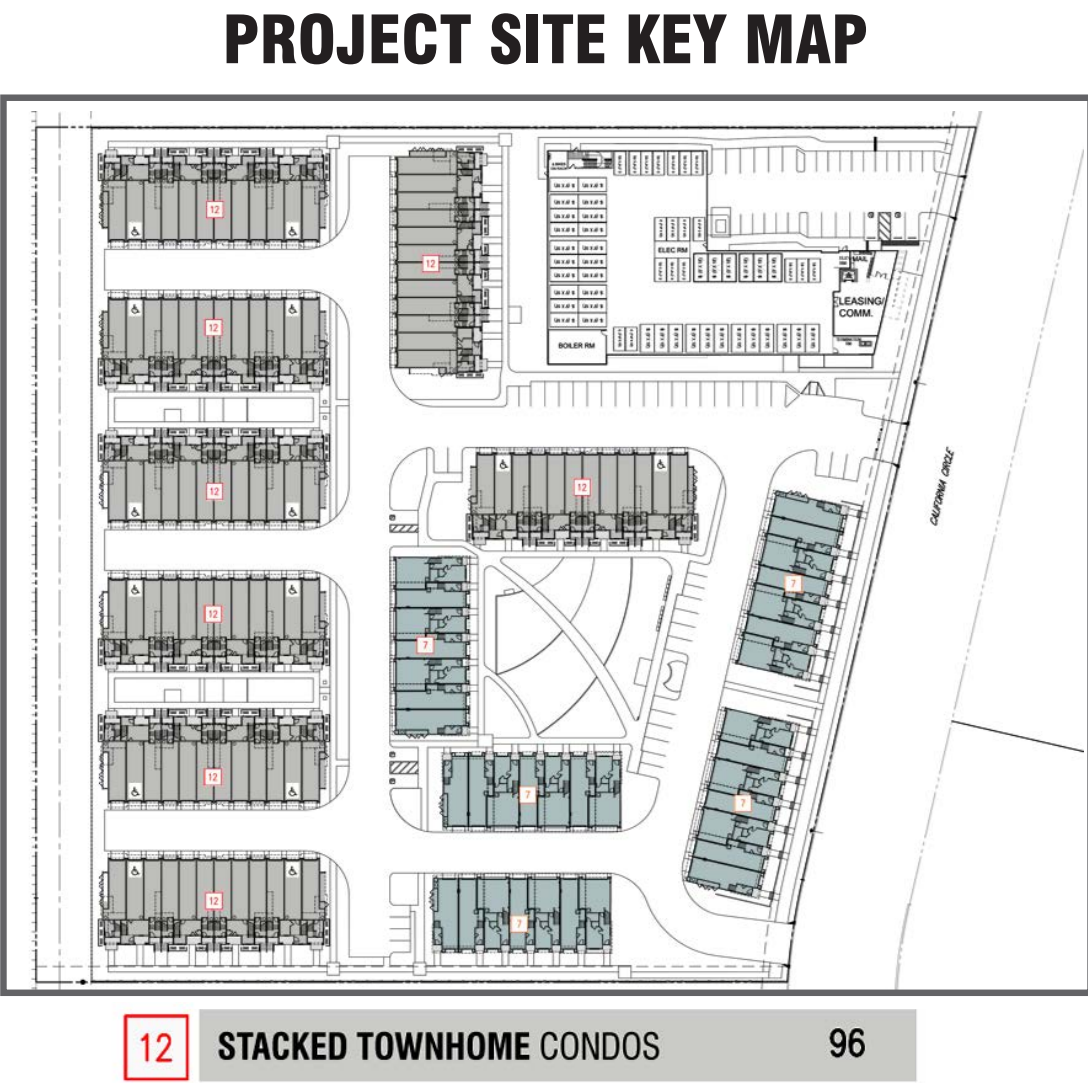
A1.2



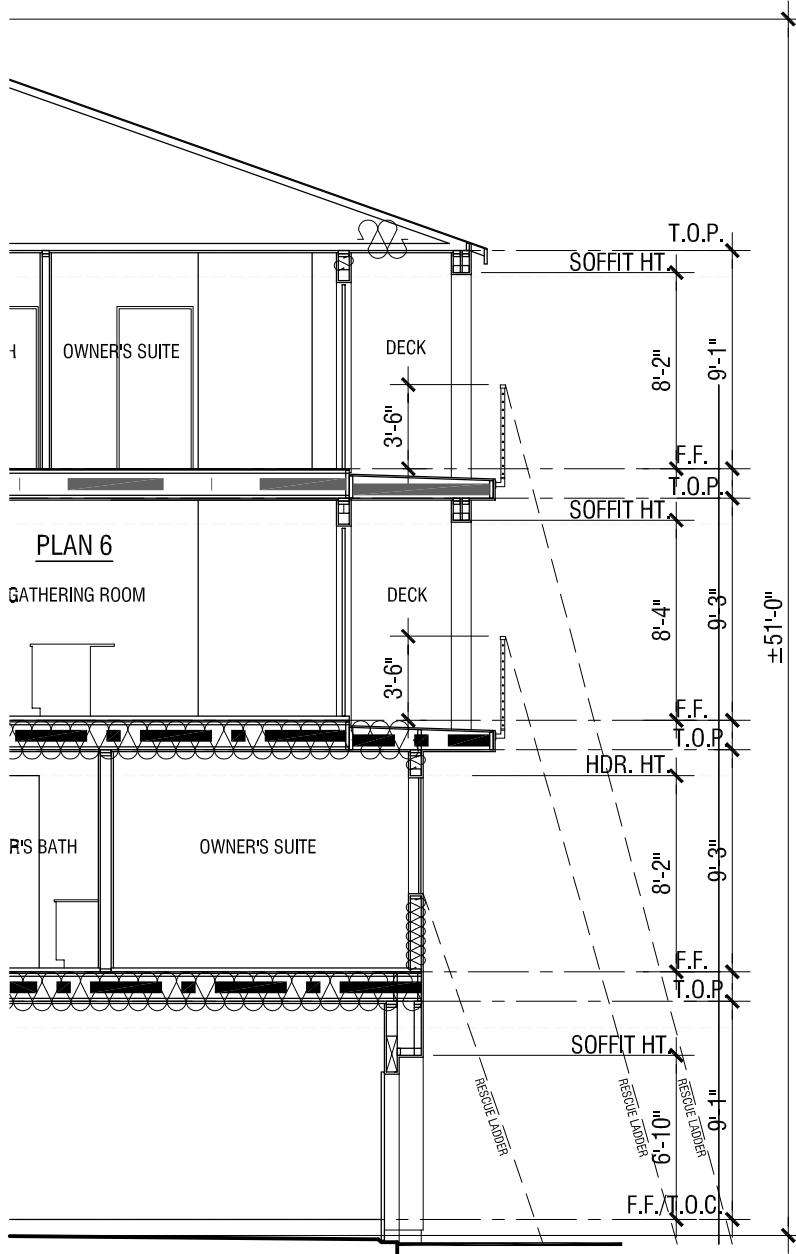
Roof Plan



Buildings 200 | 12 Plex - Front Elevation



- Material Legend:**
1. Roof
 2. Stucco Body 1
 3. Stucco Body 2
 4. Stucco Body 3
 5. Stucco 4 & Railing
 6. Tile Veneer
 7. Vinyl Window
 8. Unit Address & Decorative Light Fixture
 9. Entry Door
 10. Sectional Garage Door



Typical Ladder Access Pad Diagram
Note: Ladder Access Pads Are Not Shown On Alley Side - Alley Will Be Paved

© 2023 WILLIAM HEZMALHALCH ARCHITECTS, INC. dba WHA.
Note: Artist's Conception; Colors, Materials And Application May Vary.

ARCHITECTS . PLANNERS . DESIGNERS
WHA.
ORANGE COUNTY . LOS ANGELES . BAY AREA

 **PulteGroup**TM

1355 CALIFORNIA CIRCLE
MILPITAS, CALIFORNIA WHA INC. 2022050 | 2022061

PLANNED DEVELOPMENT PERMIT

0 4 8 16

12 PLEX - STACKED TOWNHOME CONDOS
EXTERIOR ELEVATIONS & ROOF PLAN
LADDER ACCESS PAD DIAGRAM

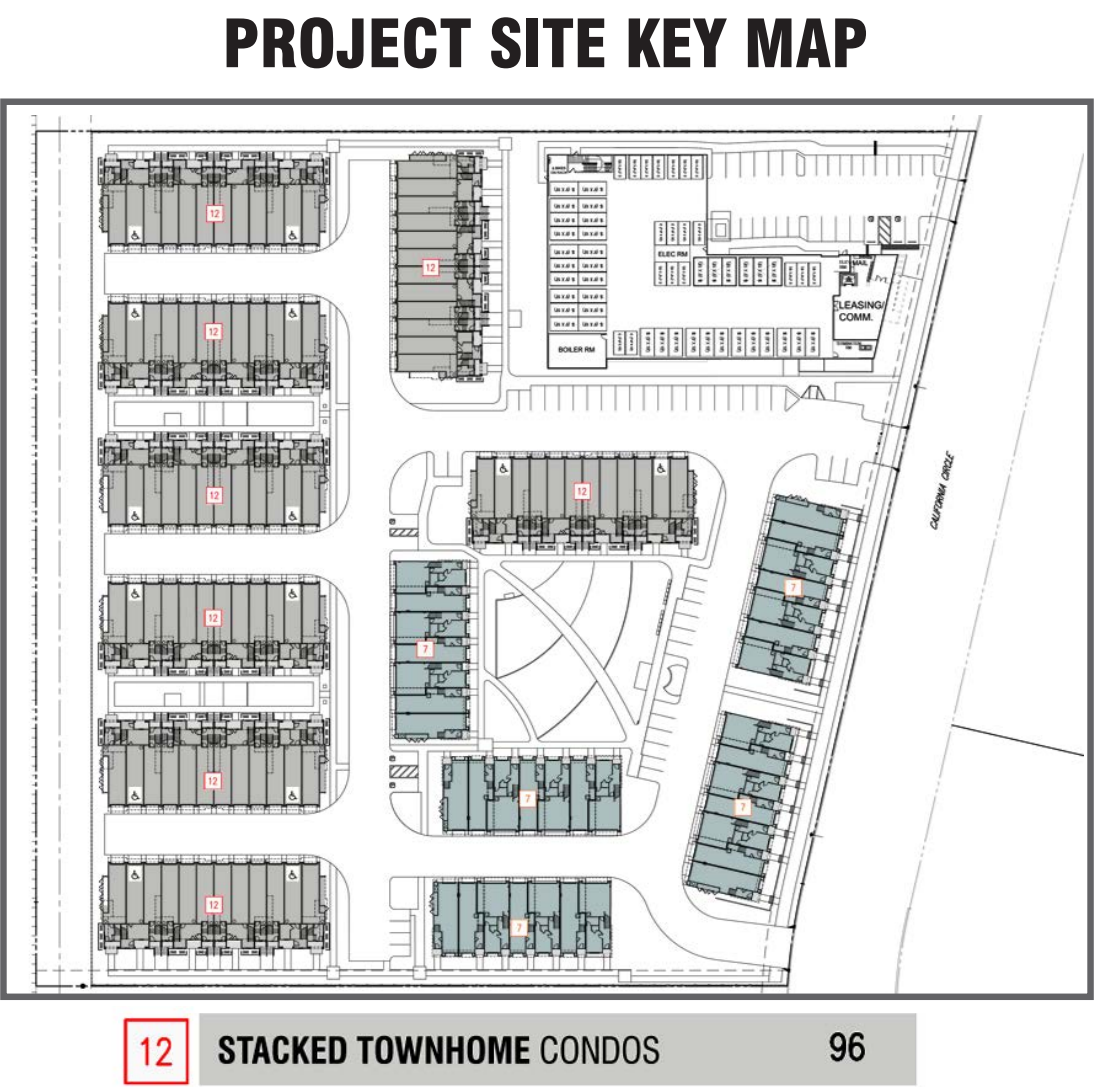
A1.3



Left



Right



- Material Legend:**
- 1. Roof
 - 2. Stucco Body 1
 - 3. Stucco Body 2
 - 4. Stucco Body 3
 - 5. Stucco 4 & Railing
 - 6. Tile Veneer
 - 7. Vinyl Window
 - 8. Unit Address & Decorative Light Fixture
 - 9. Entry Door
 - 10. Sectional Garage Door

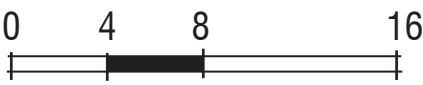
Buildings 200 | 12 Plex - Front Elevation

© 2023 WILLIAM HEZMALHALCH ARCHITECTS, INC. dba WHA.
Note: Artist's Conception; Colors, Materials And Application May Vary.



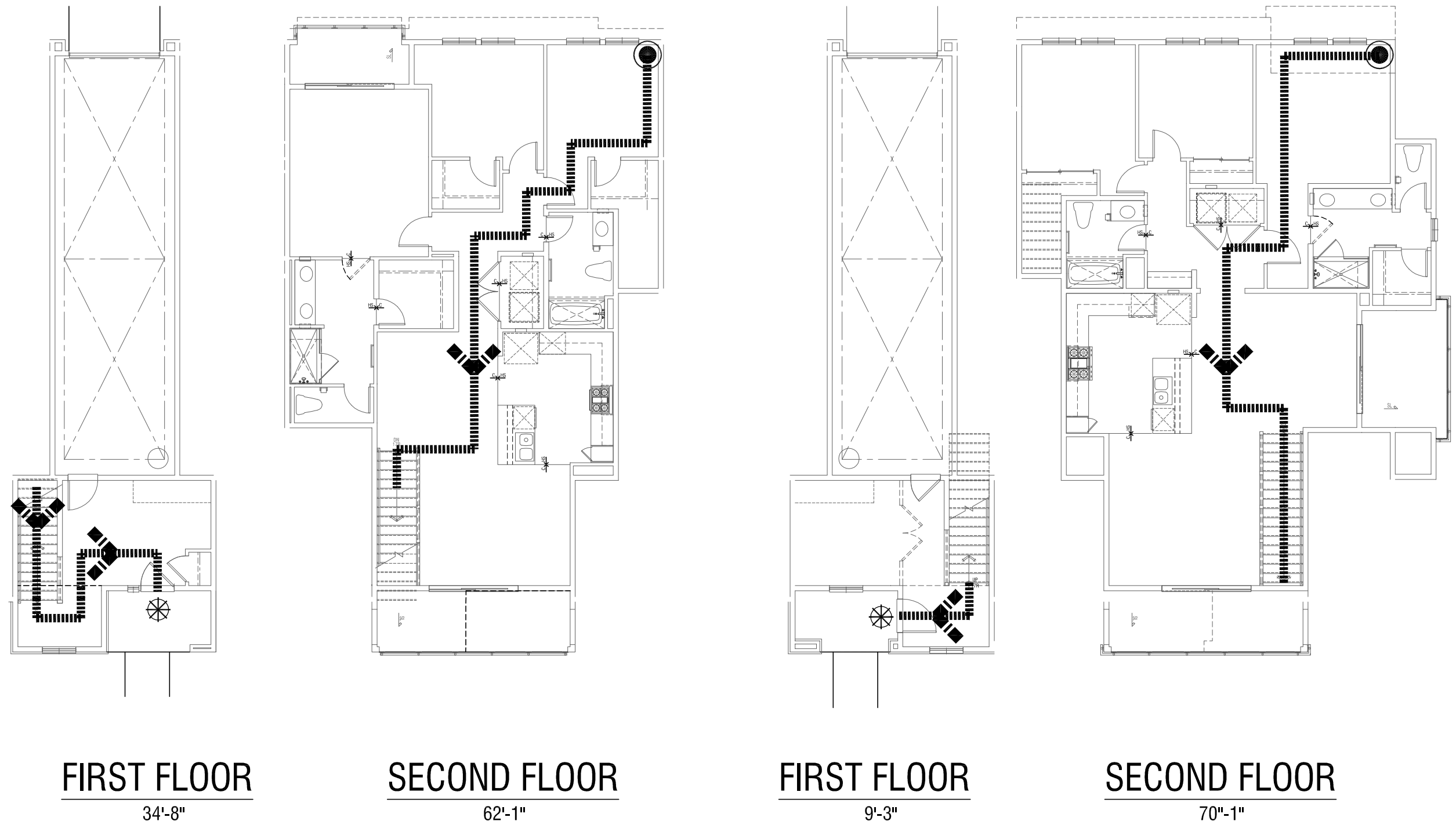
1355 CALIFORNIA CIRCLE
MILPITAS, CALIFORNIA WHA INC. 2022050 | 2022061

PLANNED DEVELOPMENT PERMIT



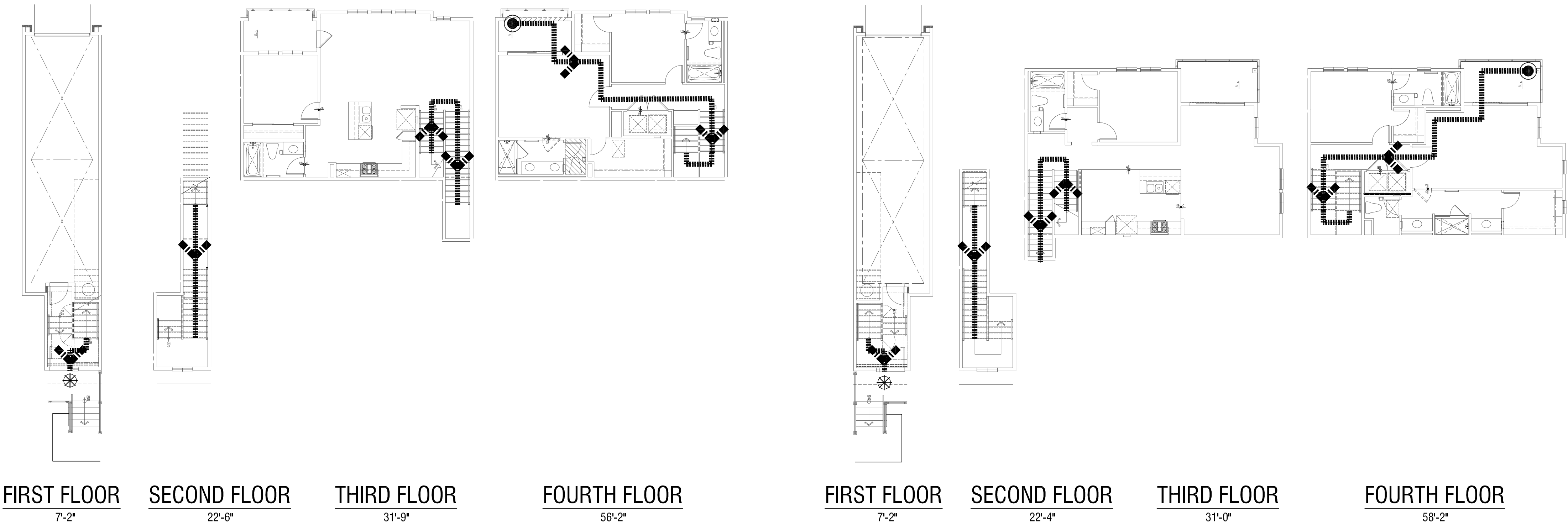
12 PLEX - STACKED TOWNHOME CONDOS
EXTERIOR ELEVATIONS

A1.4



PLAN 2 TRAVEL DISTANCE
PLAN 1 TOTAL TRAVEL DISTANCE = 96'-9" < 125'-0"

PLAN 3 TRAVEL DISTANCE
PLAN 1 TOTAL TRAVEL DISTANCE = 79'-4" < 125'-0"



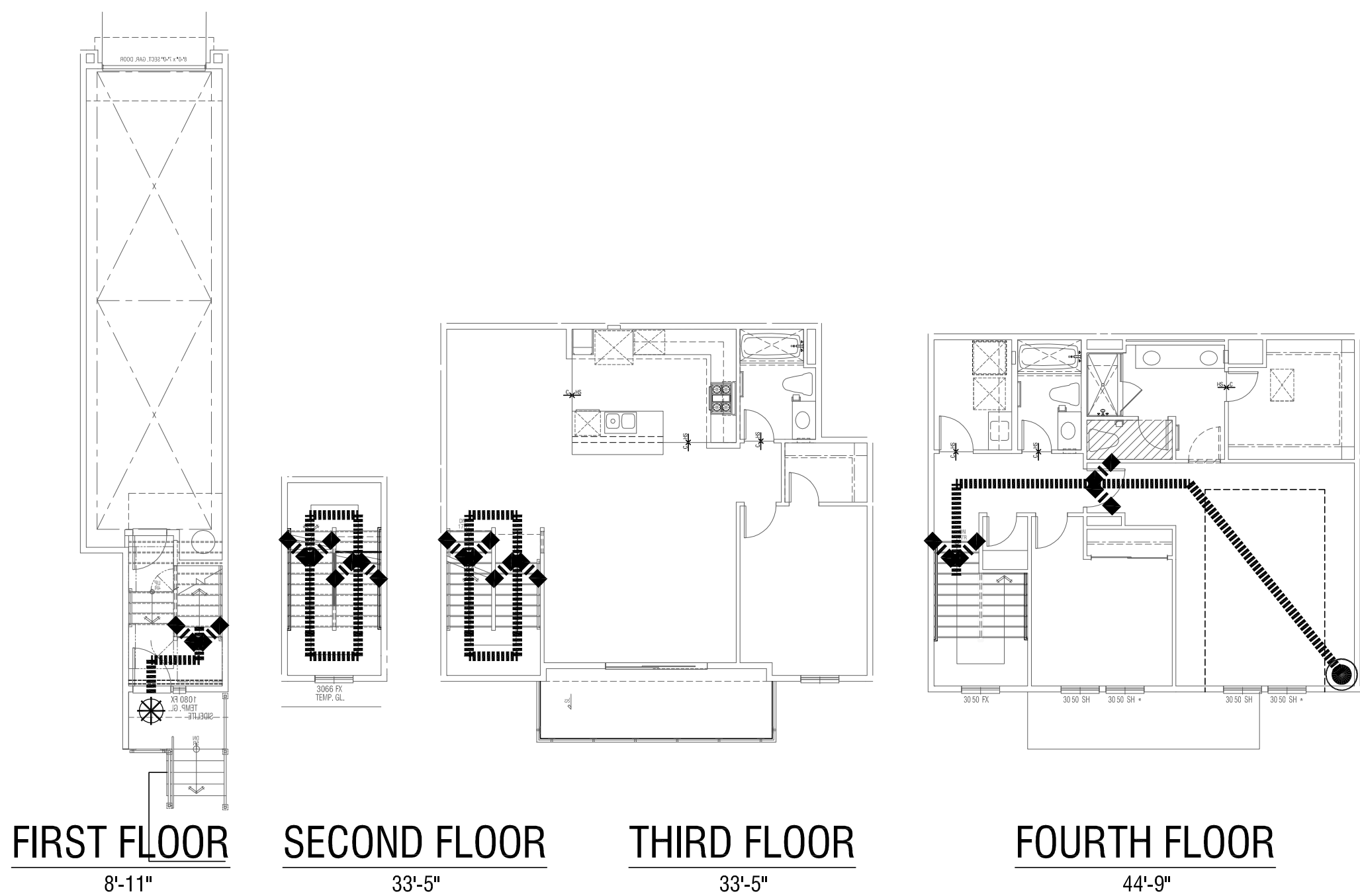
PER CBC SECTION 1006.2.2.6; THE COMMON PATH OF EGRESS TRAVEL SHALL NOT EXCEED 125 FEET WHEN PROTECTED THROUGHOUT WITH AN APPROVED AUTOMATIC SPRINKLER SYSTEM.

ALL PLANS COMPLY

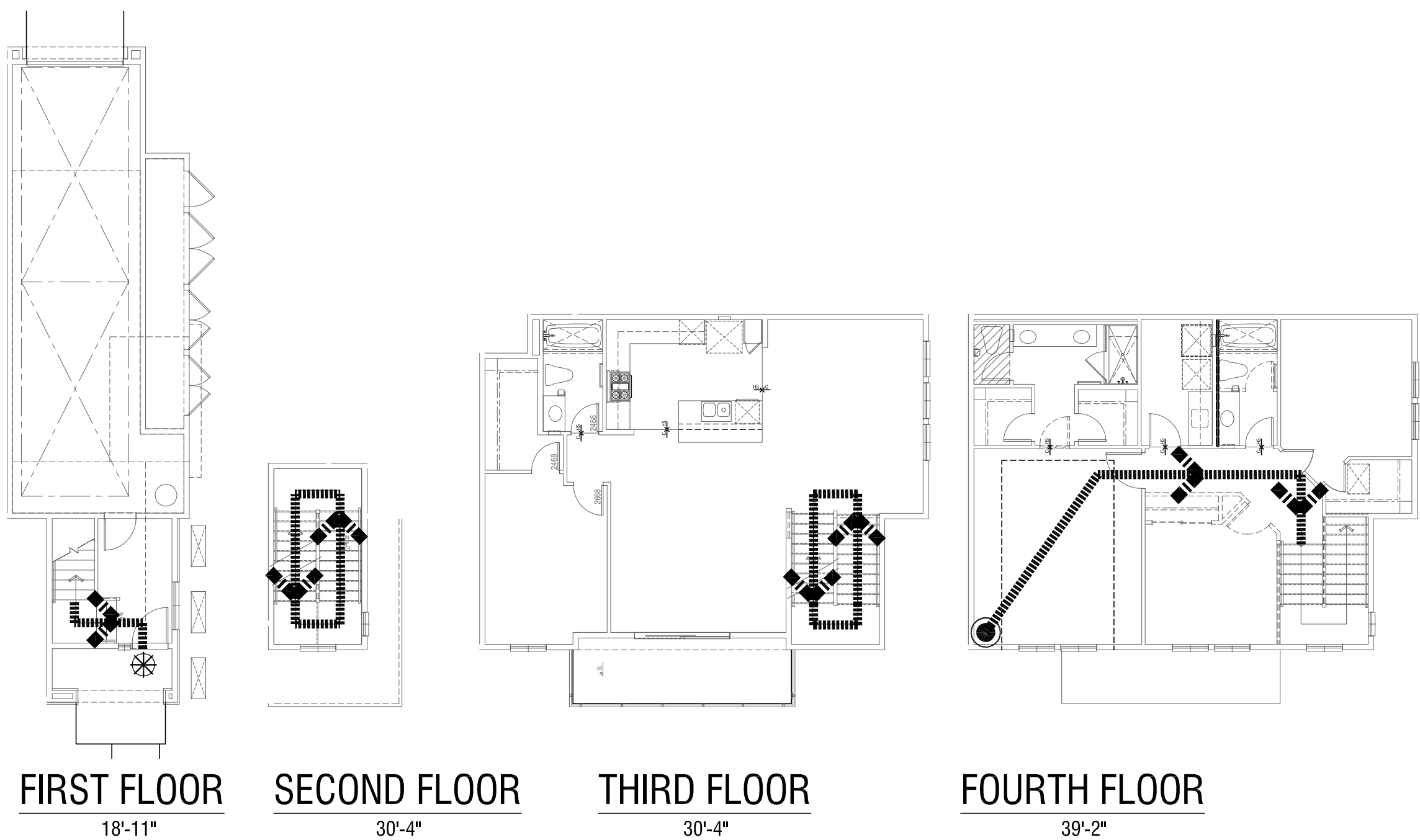
NOTE:
PER CBC SECTION 1017.3, THE COMMON PATH OF EGRESS TRAVEL HAS BEEN MEASURED ALONG A NATURAL AND UNOBSTRUCTED PATH OF EGRESS (INTERPRETED TO BE 2 FEET FROM ALL WALL AND FURNITURE SURFACES).

WHERE STAIRWAYS CONNECTING STORIES HAVE BEEN INCLUDED, THE MEASUREMENT ALONG STAIRWAYS IS MADE ON A PLANE PARALLEL AND TANGENT TO THE STAIR TREAD NOSING IN THE CENTER OF THE STAIRWAY.

TYPICAL ON ALL PLANS.



PLAN 7 TRAVEL DISTANCE
PLAN 1 TOTAL TRAVEL DISTANCE = 120'-6" < 125'-0"



PLAN 8 TRAVEL DISTANCE
PLAN 1 TOTAL TRAVEL DISTANCE = 118'-9" < 125'-0"

PER CBC SECTION 1006.2.2.6; THE COMMON PATH OF EGRESS TRAVEL SHALL NOT EXCEED 125 FEET WHEN PROTECTED THROUGHOUT WITH AN APPROVED AUTOMATIC SPRINKLER SYSTEM.

ALL PLANS COMPLY

NOTE:
PER CBC SECTION 1017.3, THE COMMON PATH OF EGRESS TRAVEL HAS BEEN MEASURED ALONG A NATURAL AND UNOBSTRUCTED PATH OF EGRESS (INTERPRETED TO BE 2 FEET FROM ALL WALL AND FURNITURE SURFACES).

WHERE STAIRWAYS CONNECTING STORIES HAVE BEEN INCLUDED, THE MEASUREMENT ALONG STAIRWAYS IS MADE ON A PLANE PARALLEL AND TANGENT TO THE STAIR TREAD NOSING IN THE CENTER OF THE STAIRWAY.

TYPICAL ON ALL PLANS.

PROJECT SITE KEY MAP



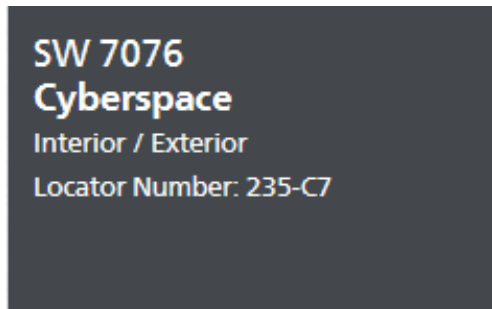
12 STACKED TOWNHOME CONDOS 96



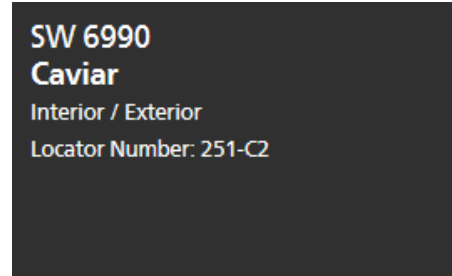
Buildings 200 | 12 Plex - Building Section

Color and Material Palette

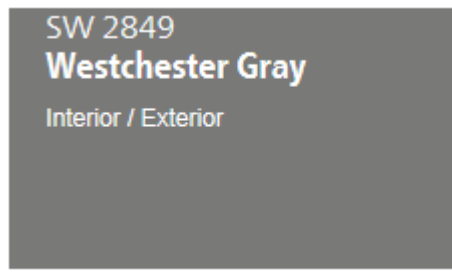
Stucco-4 (Cyber) + balcony metal rails



Metal Accents+ canopy



Garage door



Stucco-1 (Light)



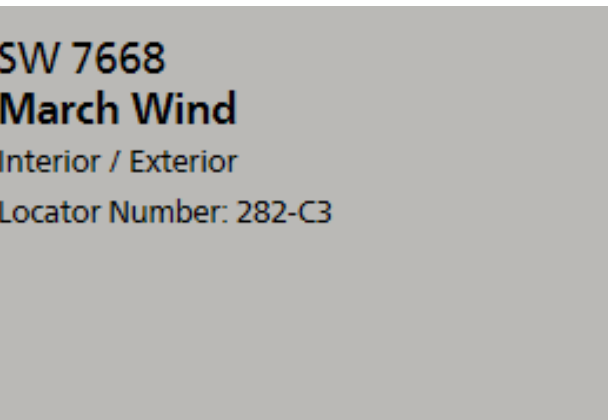
Entry Door



Stucco-2 (Dark)



Stucco-3 (Mid-range)



Beach Pebble - Ledge Cut- El Dorado Stone

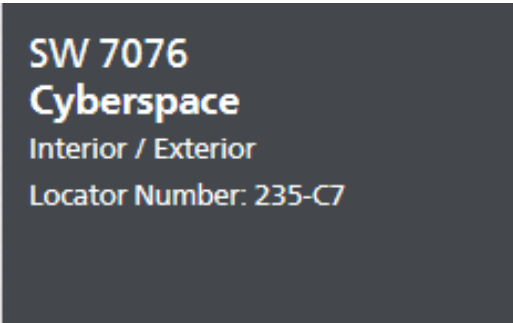


Roofing: Certainteed- Landmark series – Weathered wood

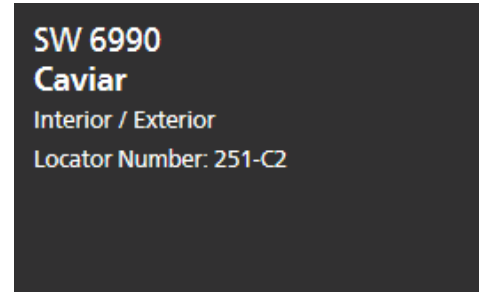


Color and Material Palette -2

Stucco-4 (Cyber) + balcony metal rails



Metal Accents+ canopy



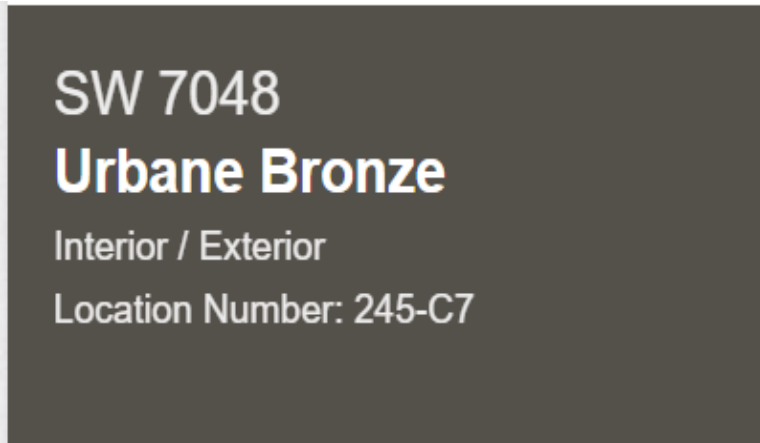
Garage door



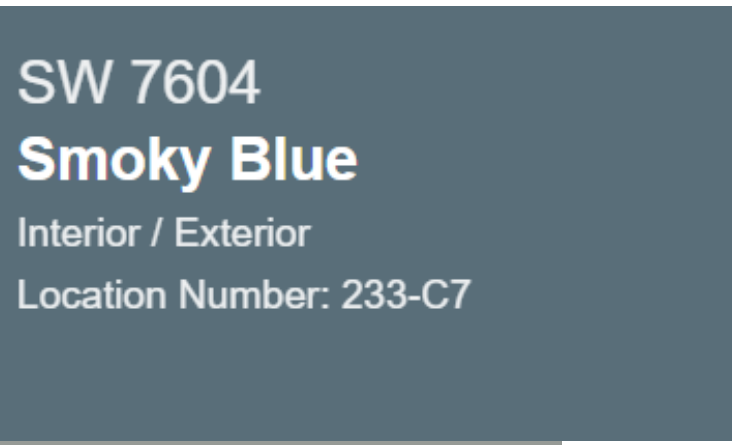
Stucco-1 (Light)



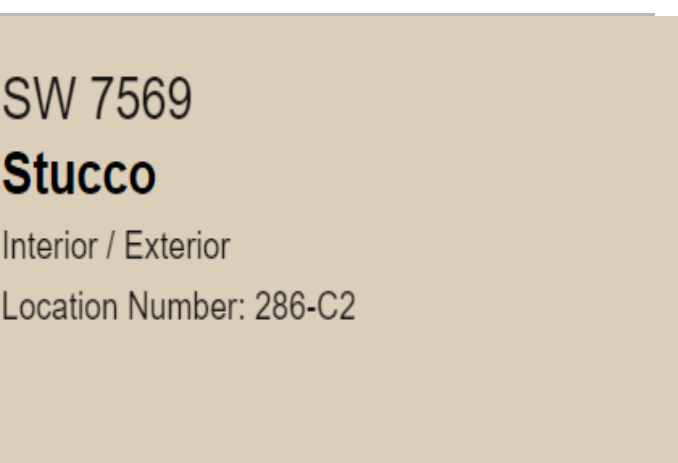
Entry Door



Stucco-2 (Dark)



Stucco-3 (Mid-range)



Beach Pebble - Ledge Cut- El Dorado Stone



Roofing: Certainteed- Landmark series – Weathered wood



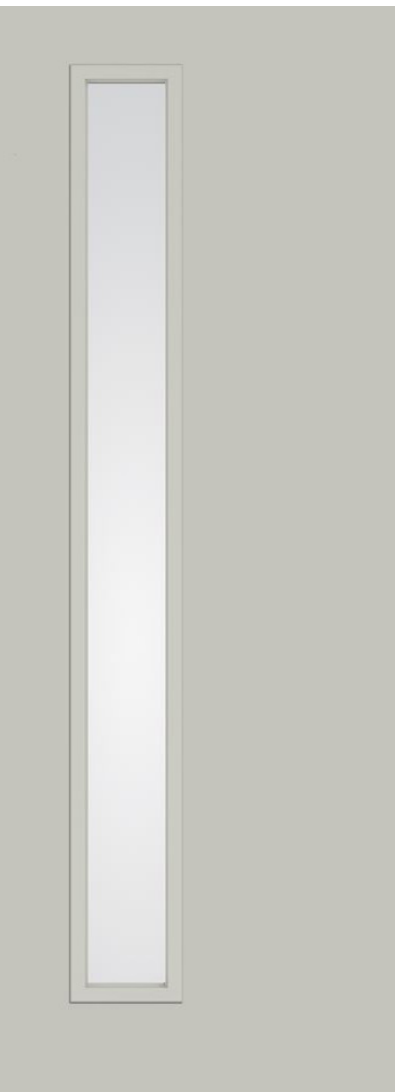
LIGHT FIXTURE AT PORCH AND UNCOVERED BALCONY



LIGHT FIXTURE AT GARAGE DOOR



ADDRESS LIGHT FIXTURE

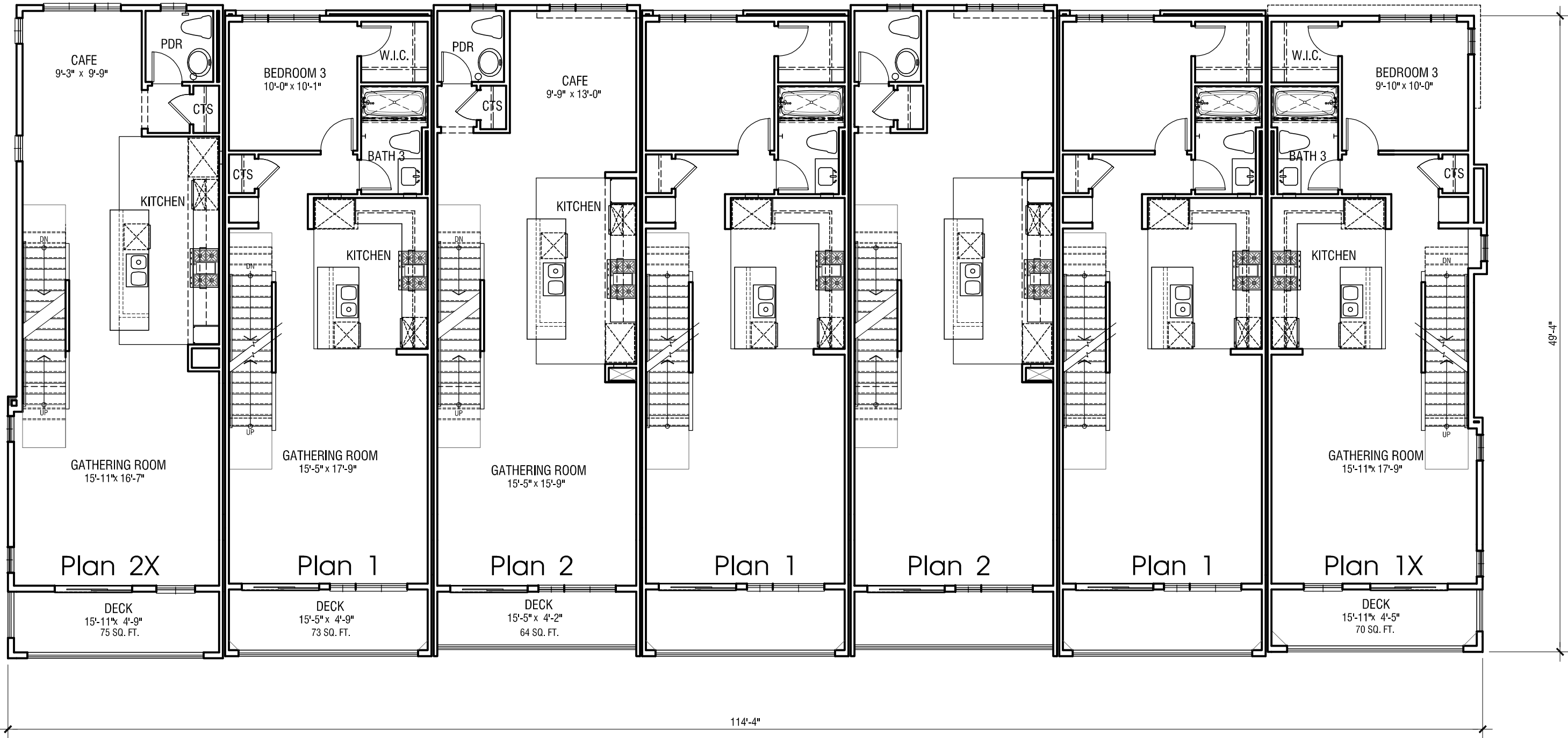
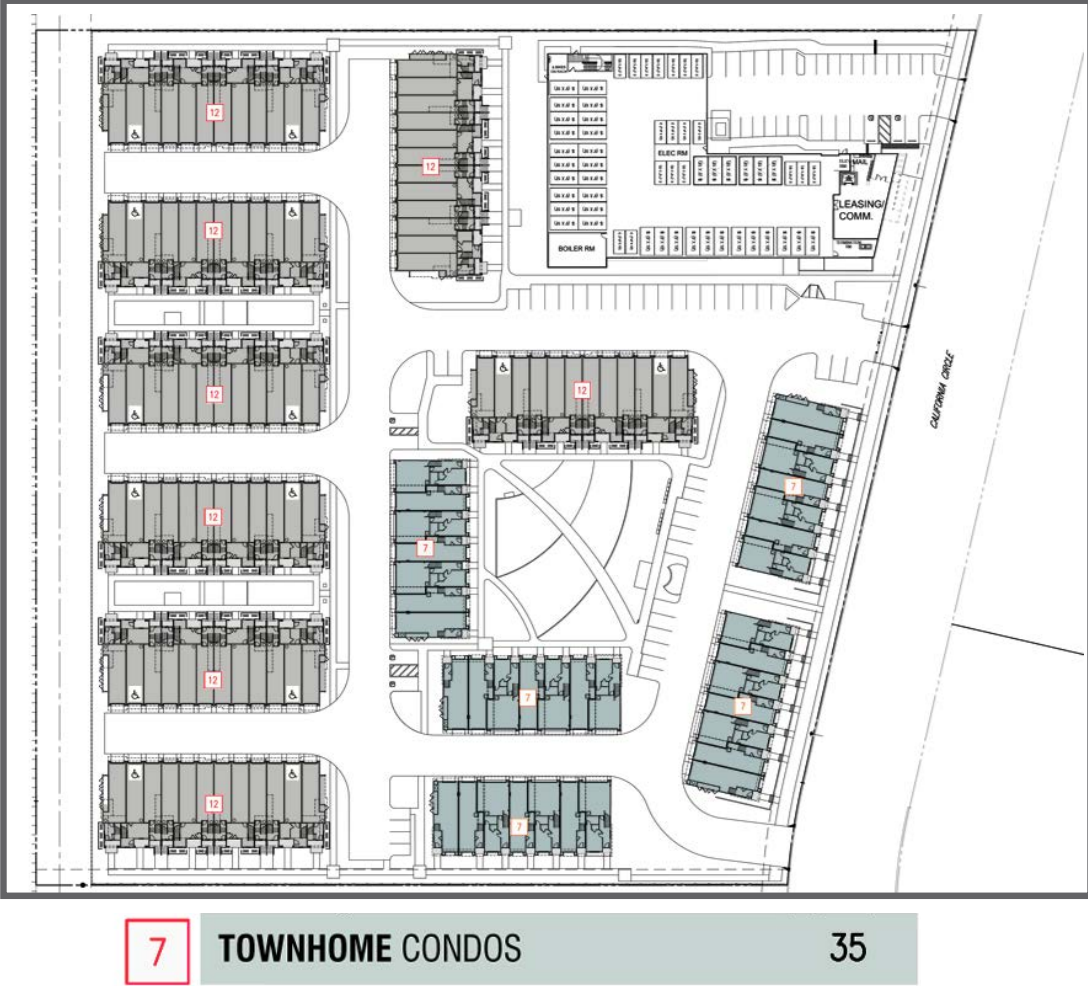


Entry Doors
ThermaTru
Pulse Linea 8' S81LCL

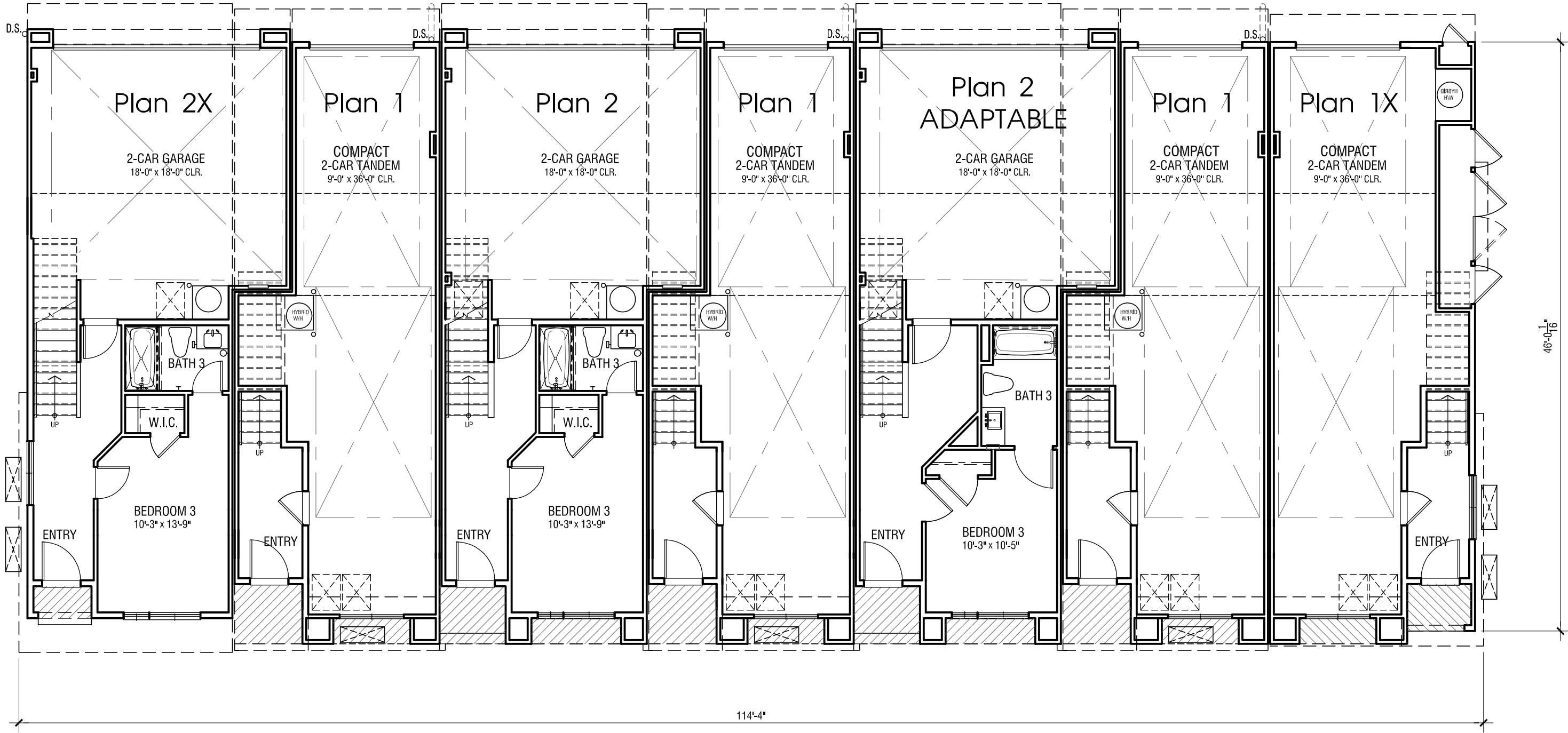


Vinyl frame
windows - white

PROJECT SITE KEY MAP



Second Floor



First Floor

© 2023 WILLIAM HEZMALHALCH ARCHITECTS, INC. dba WHA.
Note: Square Footage may vary due to method of calculation

ARCHITECTS . PLANNERS . DESIGNERS

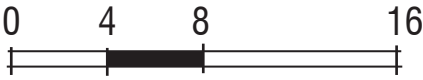


ORANGE COUNTY . LOS ANGELES . BAY AREA



1355 CALIFORNIA CIRCLE
MILPITAS, CALIFORNIA WHA INC. 2022050 | 2022061

PLANNED DEVELOPMENT PERMIT



7 PLEX - TOWNHOME CONDOS
BUILDING FLOOR PLANS

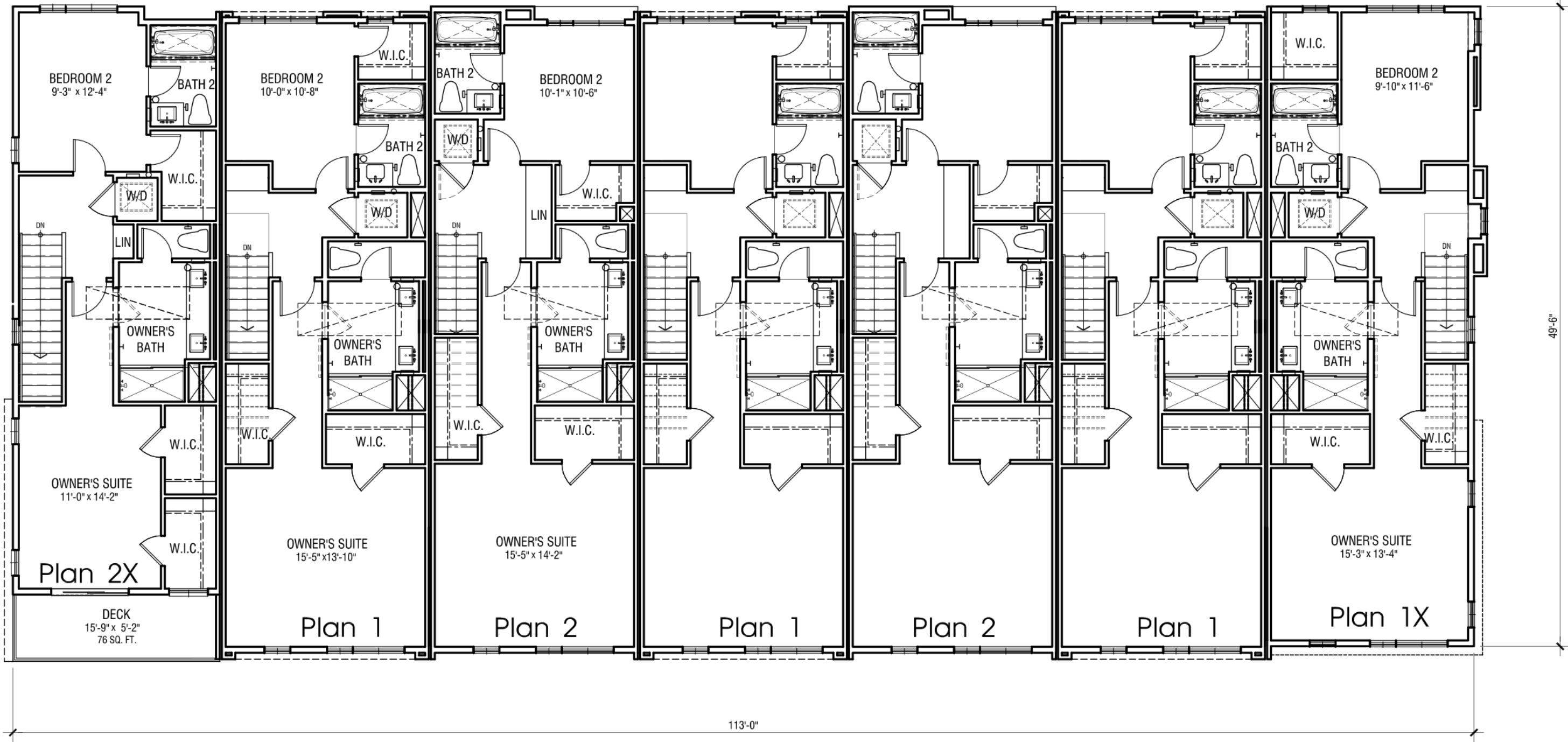
A2.1

PROJECT SITE KEY MAP



7 TOWNHOME CONDOS

35



Third Floor

© 2022 WILLIAM HEZMALHALCH ARCHITECTS, INC. dba WHA.
Note: Square Footage may vary due to method of calculation

ARCHITECTS • PLANNERS • DESIGNERS

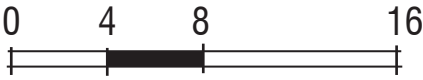


ORANGE COUNTY • LOS ANGELES • BAY AREA



1355 CALIFORNIA CIRCLE
MILPITAS, CALIFORNIA WHA INC. 2022050 | 2022061

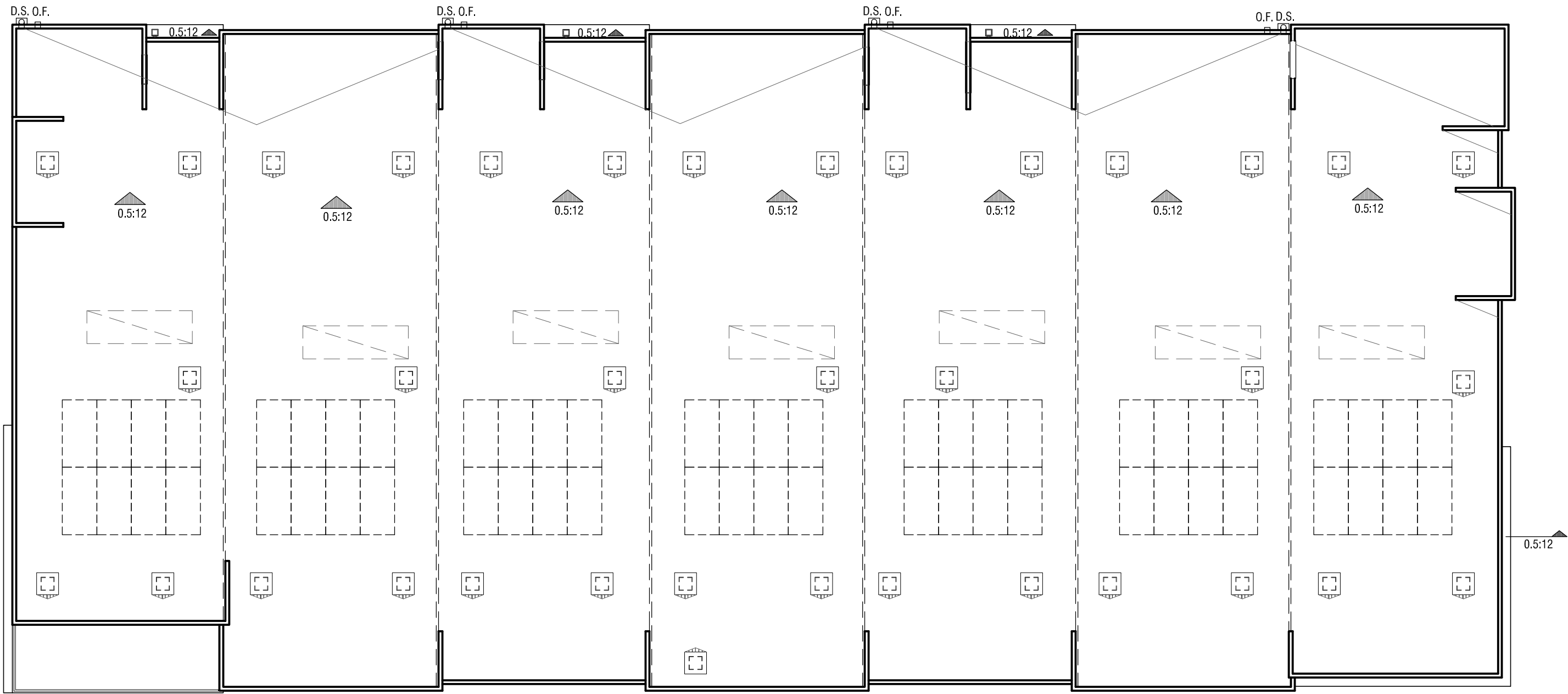
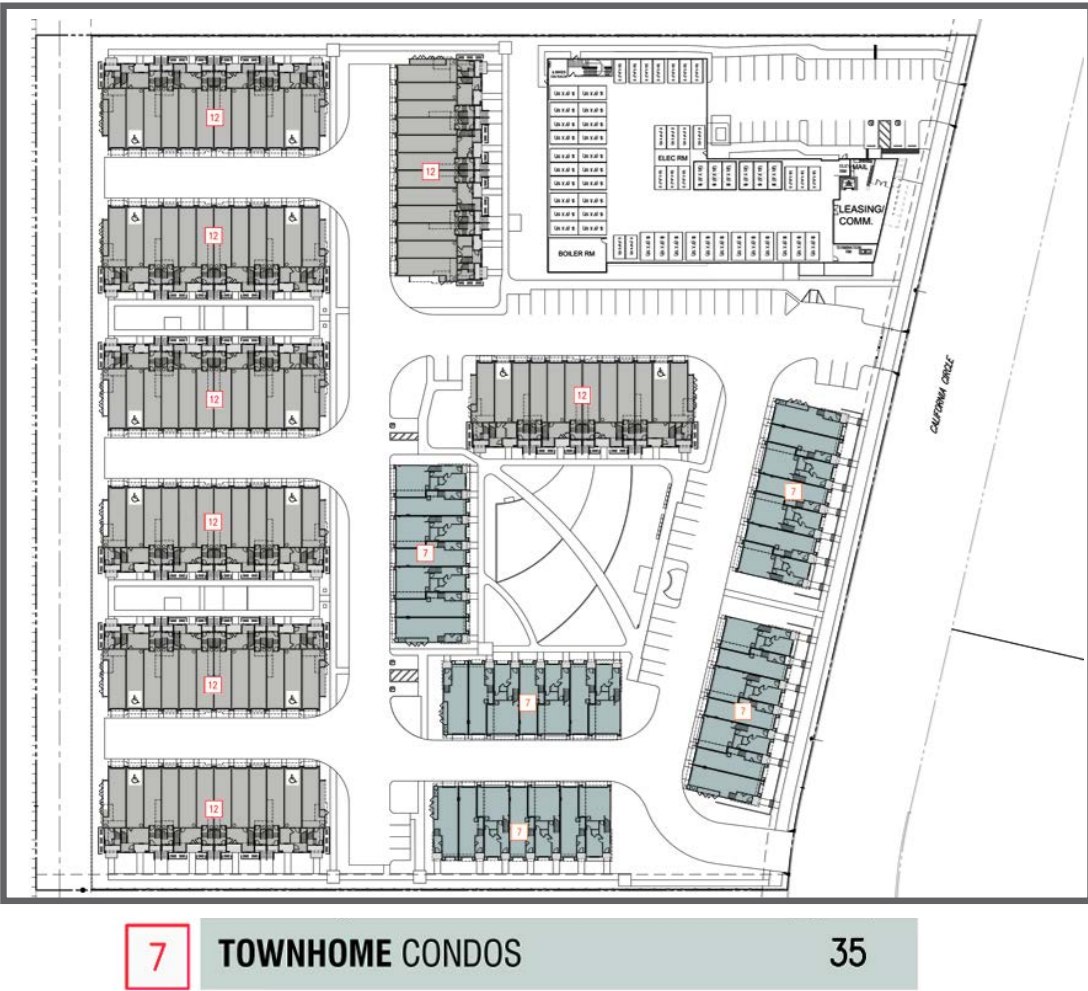
PLANNED DEVELOPMENT PERMIT



7 PLEX - TOWNHOME CONDOS
BUILDING FLOOR PLANS

A2.2

PROJECT SITE KEY MAP



Roof Plan



Material Legend:

- 1. Roof: Flat with Parapet
- 2. Stucco Body 1
- 3. Stucco Body 2
- 4. Stucco Accent & Siding
- 5. Accent Metal Railing
- 6. Stucco Canopy
- 7. Vinyl Window
- 8. Unit Address & Decorative Light Fixture
- 9. Entry Door
- 10. Sectional Garage Door
- 11. Utility Cabinet Doors

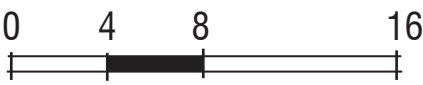
Building 400 | 7 Plex - Front Elevation

© 2023 WILLIAM HEZMALHALCH ARCHITECTS, INC. dba WHA.
Note: Artist's Conception; Colors, Materials And Application May Vary.



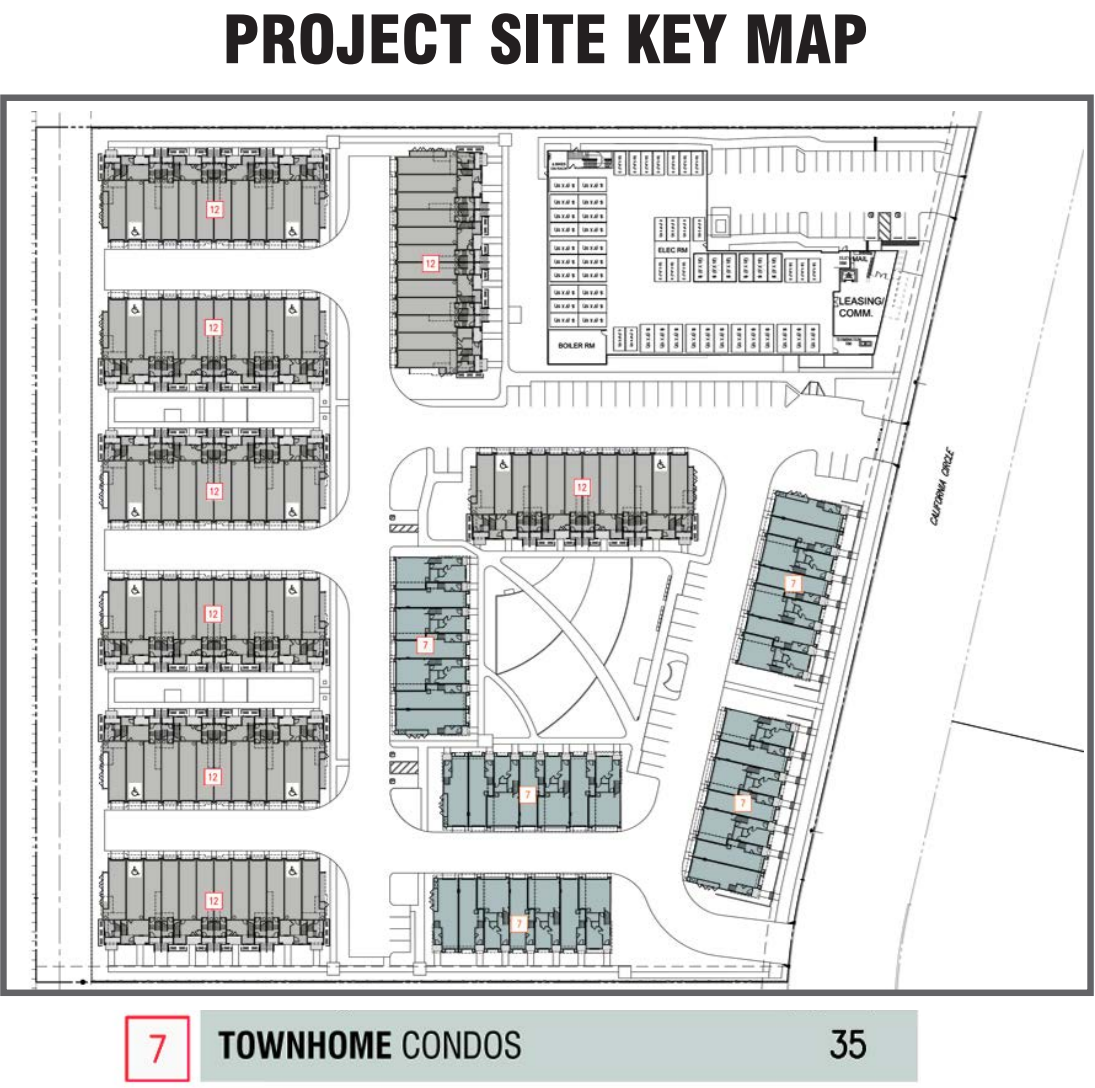
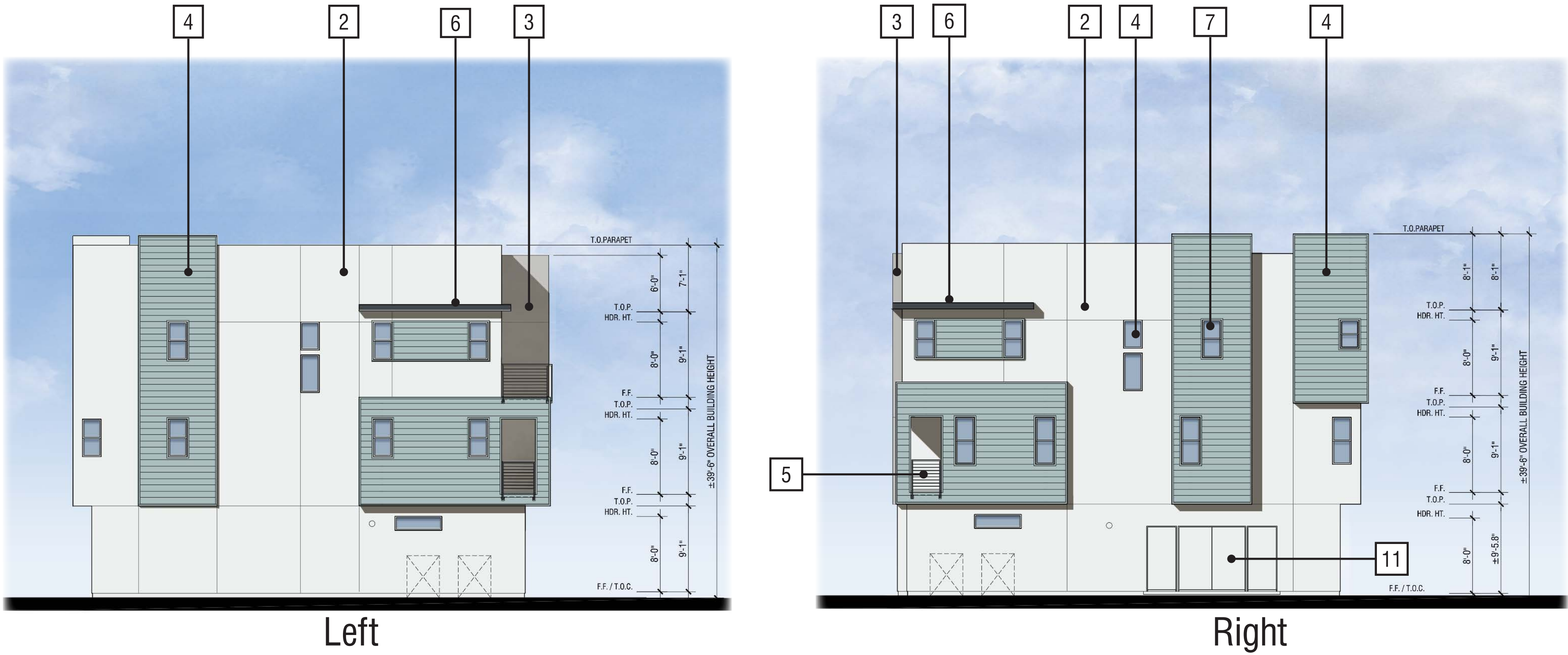
1355 CALIFORNIA CIRCLE
MILPITAS, CALIFORNIA WHA INC. 2022050 | 2022061

PLANNED DEVELOPMENT PERMIT



7 PLEX - TOWNHOME CONDOS
EXTERIOR ELEVATION &
ROOF PLAN

A2.3



- Material Legend:**
- 1. Roof: Flat with Parapet
 - 2. Stucco Body 1
 - 3. Stucco Body 2
 - 4. Stucco Accent & Siding
 - 5. Accent Metal Railing
 - 6. Stucco Canopy
 - 7. Vinyl Window
 - 8. Unit Address & Decorative Light Fixture
 - 9. Entry Door
 - 10. Sectional Garage Door
 - 11. Utility Cabinet Doors

Building 400 | 7 Plex - Exterior Elevations

© 2023 WILLIAM HEZMALHALCH ARCHITECTS, INC. dba WHA.
Note: Artist's Conception; Colors, Materials And Application May Vary.

ARCHITECTS . PLANNERS . DESIGNERS

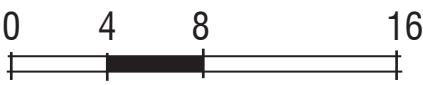
WHA.

ORANGE COUNTY . LOS ANGELES . BAY AREA



1355 CALIFORNIA CIRCLE
MILPITAS, CALIFORNIA WHA INC. 2022050 | 2022061

PLANNED DEVELOPMENT PERMIT



7 PLEX - TOWNHOME CONDOS
BUILDING FLOOR PLANS

A2.4

PROJECT SITE KEY MAP



7 TOWNHOME CONDOS 35



Building 400 | 7 Plex - Building Section

Color and Material Palette

ACCENT STUCCO AND SIDING

SW 6219



STUCCO BODY COLOR-1

SW 7006



STUCCO BODY COLOR-2

SW 7668



ACCENT- METAL RAILING AND ENTRY DOOR COLOR

SW 7076



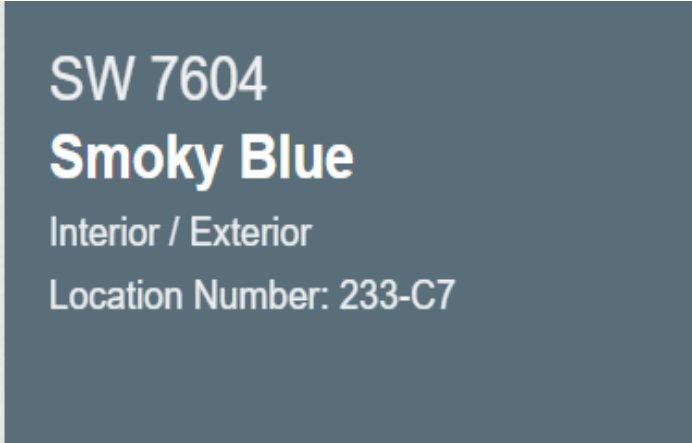
GARAGE DOOR COLOR

SW 7604

Smoky Blue

Interior / Exterior

Location Number: 233-C7



Color and Material Palette - 2

ACCENT STUCCO AND SIDING

SW 7604

Smoky Blue

Interior / Exterior

Location Number: 233-C7



STUCCO BODY COLOR-1

SW 7757

High Reflective White

Interior

Location Number: 256-C1



STUCCO BODY COLOR-2

SW 7666

Fleur de Sel

Interior / Exterior

Locator Number: 258-C3



ACCENT- METAL RAILING

SW 7076



GARAGE DOOR COLOR

SW 7638



ENTRY DOOR COLOR

SW 2839

Roycroft Copper Red

Interior / Exterior



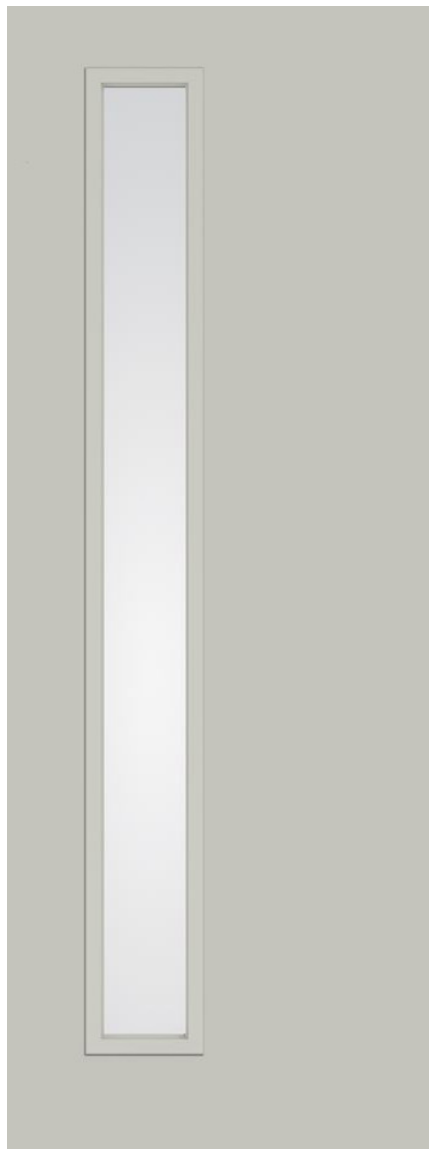
LIGHT FIXTURE AT PORCH AND UNCOVERED BALCONY



LIGHT FIXTURE AT GARAGE DOOR



ADDRESS LIGHT FIXTURE



Entry Doors
ThermaTru
Pulse Linea 8' S81LCL



Vinyl frame
windows - white

SHEET INDEX	
Sheet Number	Sheet Title
A3.0	COVER SHEET
A3.1	PROJECT INFORMATION
A3.2	EXISTING SITE CONDITIONS
A4.0	OVERALL SITE PLAN
A5.0	CONCEPTUAL BUILDING PLANS - GROUND FLOOR LEVEL
A5.1	CONCEPTUAL BUILDING PLAN - R1 RESIDENTIAL PODIUM LEVEL
A5.2	CONCEPTUAL BUILDING PLAN - R2 RESIDENTIAL LEVEL
A5.3	CONCEPTUAL BUILDING PLAN - R3 & 4 RESIDENTIAL LEVEL
A5.4	CONCEPTUAL BUILDING PLAN - R5 RESIDENTIAL LEVEL
A6.0	ROOF PLAN
A7.0	UNIT PLANS
A8.0	WASTE MANAGEMENT PLAN
A9.0	BUILDING SECTIONS
A10.0	CONCEPTUAL BUILDING ELEVATIONS
A10.1	CONCEPTUAL BUILDING ELEVATIONS
A11.0	COLOR & MATERIAL BOARD



Project Team

APPLICANT / OWNER
Pacific West Communities, Inc.
430 E. State Street, Suite 100
Eagle, ID 83616
208.908.4873
Contact: Mike Kelley
Mikek@tpchousing.com

RESIDENTIAL ARCHITECT
AO Architects
144 N Orange Avenue
Orange, CA 92866
714.639.9860
Contact: Michael Heinrich
Michaelh@aoarchitects.com

LANDSCAPE ARCHITECTS
Canyon Park Studio, Inc.
910 Dogwood Street
Costa Mesa, Ca 92627
949.612.5191
Contact: Paul Maksy
paul@canyonparkstudio.com

CIVIL ENGINEERS
Civil Engineering Associates
2055 Gateway Place #550
San Jose, CA 95110
408.453.1066 x207
Contact: John Gaylord
jgaylord@ceainc.net



REVISION LOG		
NO.	DESCRIPTION	Date
1	ORIGINAL	04.01.22
2		
3		
4		
5		
6		

1355 CALIFORNIA CIRCLE

MILPITAS, CALIFORNIA

THE PACIFIC COMPANIES
520 CAPITOL MALL, SUITE 150, SACRAMENTO, CA 95814

DATE: 07-31-23
JOB NO.: 2022-218
AO ARCHITECTS
144 NORTH ORANGE ST., ORANGE, CA 92866
(714) 639-9860

A3.0



Monday, July 31, 2023 11:52:25 AM
R:\2022\2022-218 TPC - 1355 CALIFORNIA CIRCLE - MILPITAS\03 DESIGN\SCHEMATIC\CAD\22-218_A3-0-A3.2 COVER SHEET.DWG

CALIFORNIA CIRCLE/MILPITAS	
PROJECT DETAILS	
Jurisdiction	California Circle, Milpitas, CA
Existing Zoning	MP-Industrial Park
Proposed Zoning	MXD Zoning
Use Classification	R2
Construction Type	5 Levels of Type IIIA over 1 Level of concrete podium
Gross Land Area (With Easements)	0.94 ACRES
Total Units Proposed	75 UNITS

LOT COVERAGE	
BUILDING FOOTPRINT PROPOSED	
Footprint (sf)	21,350
Lot Area	41,108
Lot Coverage Proposed (With easements)	51.9%

FLOOR AREA PROPOSED (Garages excluded)	
Note (Garages Excluded)	Building
Level G1	3,202
Level R1	13,300
Level R2	13,315
Level R3	13,315
Level R4	13,315
Level R5	9,820
ROOF	500
Total Floor Area	
Total Gross Floor Area Proposed	66,767
Floor Area Ratio Proposed (With easements)	1.62

OPEN SPACE CALCULATIONS	
Podium Deck 1	820
Podium Deck 2	3,990
Total open area	4,810
Open area ratio proposed	11.7%

SETBACKS AND HEIGHTS	
	Proposed
Front set back	21'-7" Setback provided
Internal side yard set back	8'6" ft internal setback side, and 15 ft setback side provided
Internal sear yard set back	12 ft internal setback provided
Building height limit	77'-4" provided

Parking Required Per State Density Bonus			
STUDIO	16	1	16
1 BED	40	1	40
2 BED	19	1.5	29
Total stalls required per density bonus			85
Parking Provided			
Parking Provided	Residential standard size	Residential Compact Stalls [max. 40%]	Total
Parking Struct	39	17	56
On-Site Parking	13	16	29
Total Stalls Provided	52	33	85
Parking Ratio Provided		Stalls/DU	1.13

Bicycle Parking		
Total Parking require by code		131
Bicycle stalls required	5% of parking req.	7
Bicycle stalls provided	(Long term, in the garage)	8

Desnsity Bonus Concessions	
1	Parking reduction to comply with state density bonus parking requirement.
2	Setback requirement - Interior side yard setback Rear yard setback
3	Higher Unit Density
4	Building height to exceed 75 ft.
5	Private open area / balcony requirement

6-Story Building Density Study & Unit Count							
LEVEL	STUDIO	1BR			2BR		TOTAL UNITS
	S1	A1	A1-A	A2	B1	B1-A	
Ground	0	0	0	0	0	0	0
R1- Podium	4	3	0	2	0	4	13
R2	4	5	2	2	0	4	17
R3	4	5	2	2	0	4	17
R4	4	5	2	2	0	4	17
R5	0	5	2	1	0	3	11
	16	23	8	9	0	19	75
Totals	16	40			19		
	21.3%	53.3%			25.3%		100%

AFFORDABLE UNIT DISTRIBUTION				
Affordable Units				
	STUDIO	1BR	2BR	TOTAL UNITS PROVIDED
Low income units	31	7	16	31
Unit Distribution				
R1 Level	2	4	2	8
R2 Level	2	3	2	7
R3 Level	2	3	2	7
R4 Level	1	3	1	5
R5 Level	0	3	1	4
Moderate income units	44	9	24	44
Unit Distribution				
R1 Level	2	2	2	6
R2 Level	2	3	2	7
R3 Level	2	7	2	11
R4 Level	3	7	3	13
R5 Level	0	5	2	7
NOTE: AFFORDABLE UNITS TO BE ALLOCATED PROPORTIONALLY TO EACH UNIT TYPE. THESE UNITS WILL BE DISTRIBUTED THROUGHOUT THE PROJECT PLAN AND LEVELS TO MAINTAIN EQUAL ACCESS TO ALL PORTIONS OF THE BUILDING, AS SHOWN ON THE CONCEPTUAL AFFORDABLE UNIT DISTRIBUTION LAYOUT AS SHOWN ON THE FLOOR PLANS. THE EXACT LOCATION OF AFFORDABLE UNITS MAY VARY DEPENDENT ON LEASING SCHEDULE AND AVAILABILITY.				

1355 CALIFORNIA CIRCLE

THE PACIFIC COMPANIES

520 CAPITOL MALL, SUITE 150, SACRAMENTO, CA 95814

MILPITAS, CALIFORNIA

PROJECT INFORMATION

DATE: 07-31-23
JOB NO.: 2022-218

AO ARCHITECTS

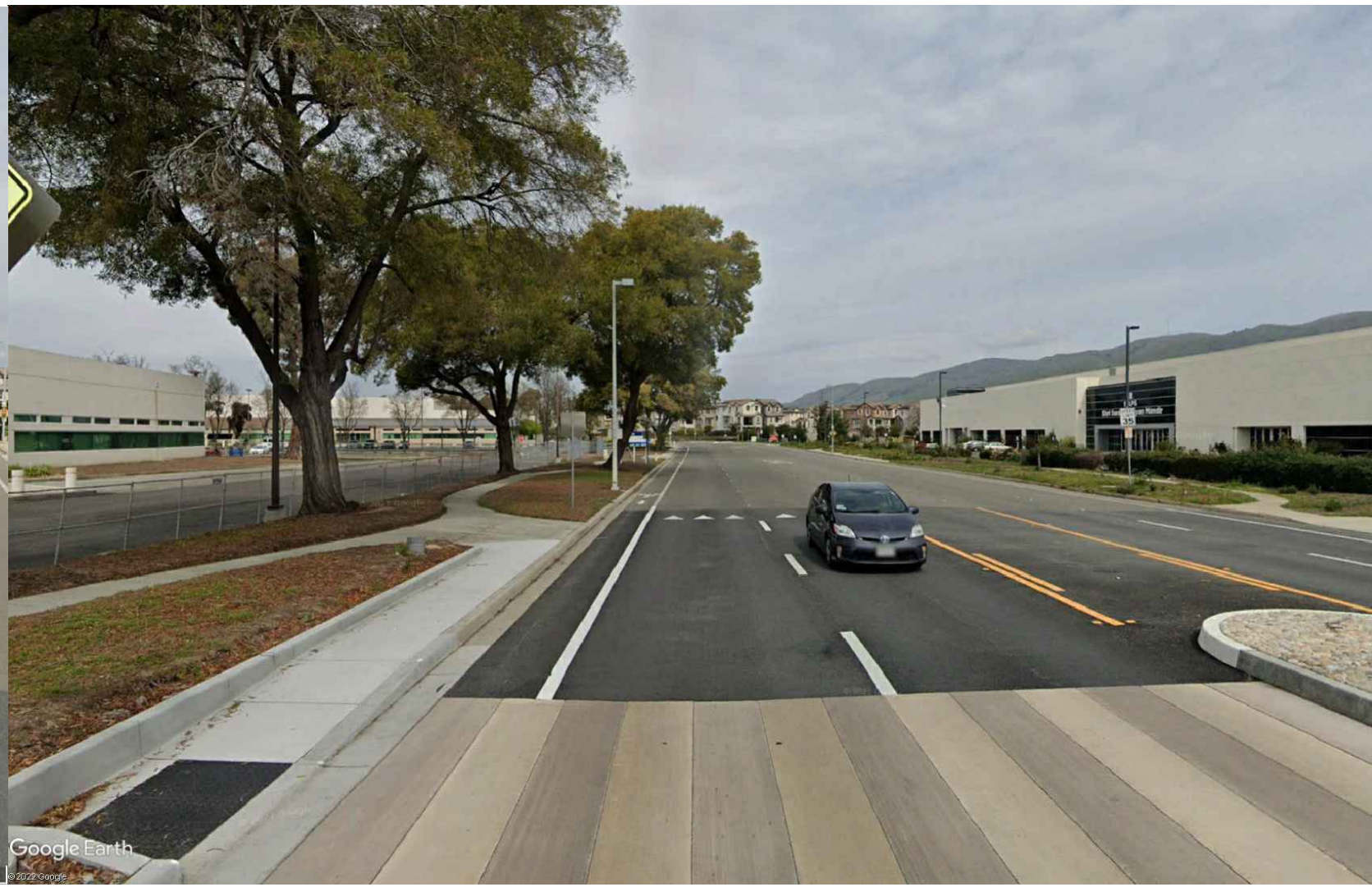
144 NORTH ORANGE ST., ORANGE, CA 92866
(714) 639-9860



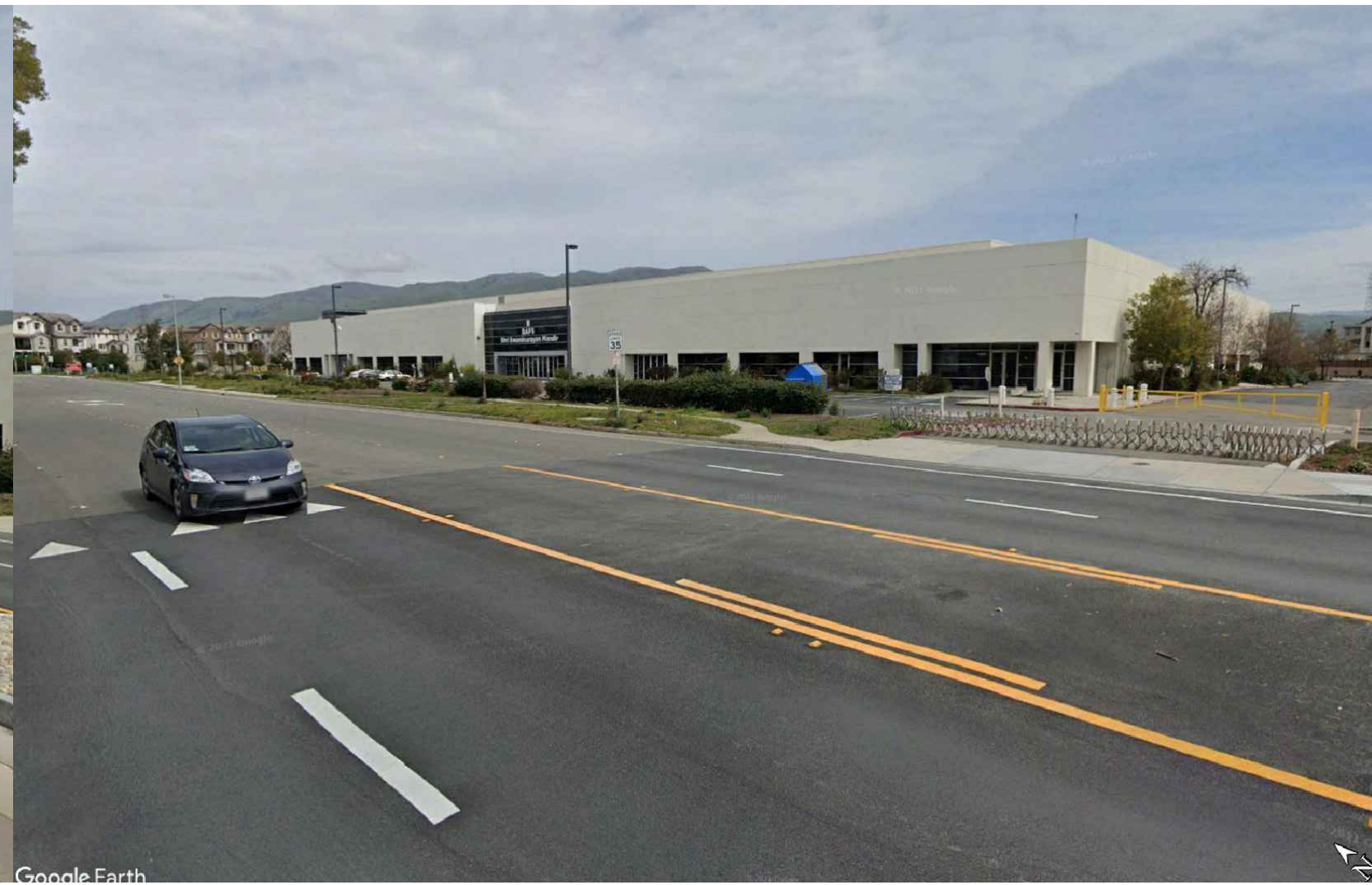
A3.1



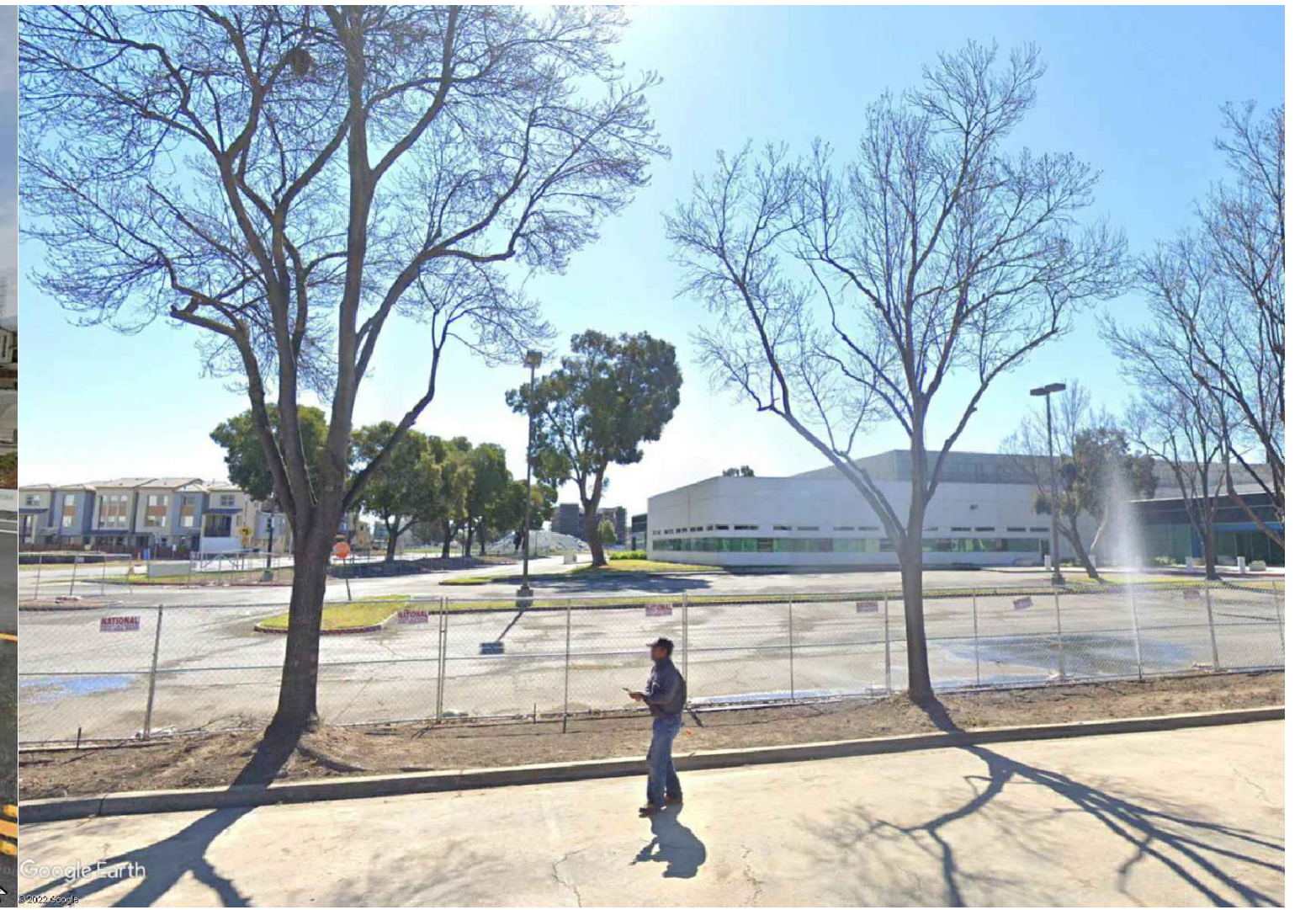
1. NORTHWEST VIEW OF PROJECT SITE ON CALIFORNIA CIRCLE.



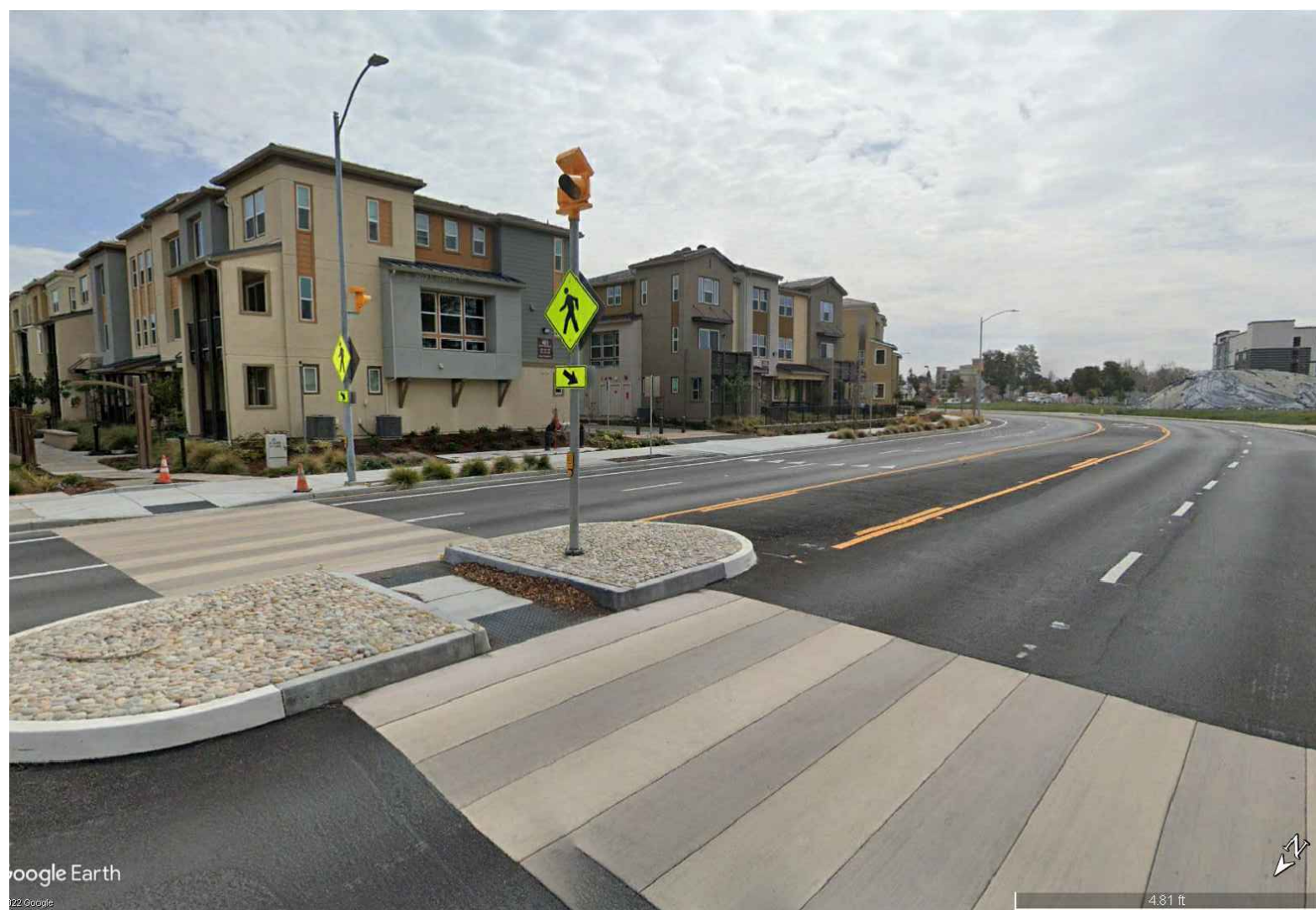
2. NORTHBOUND VIEW ON CALIFORNIA CIRCLE.



3. NORTH WEST VIEW OF ADJACENT PROPERTY OPPOSITE OF PROJECT SITE ON CALIFORNIA CIRCLE.



4. SOUTH VIEW OF PROJECT SITE FROM ADJACENT PROPERTY.



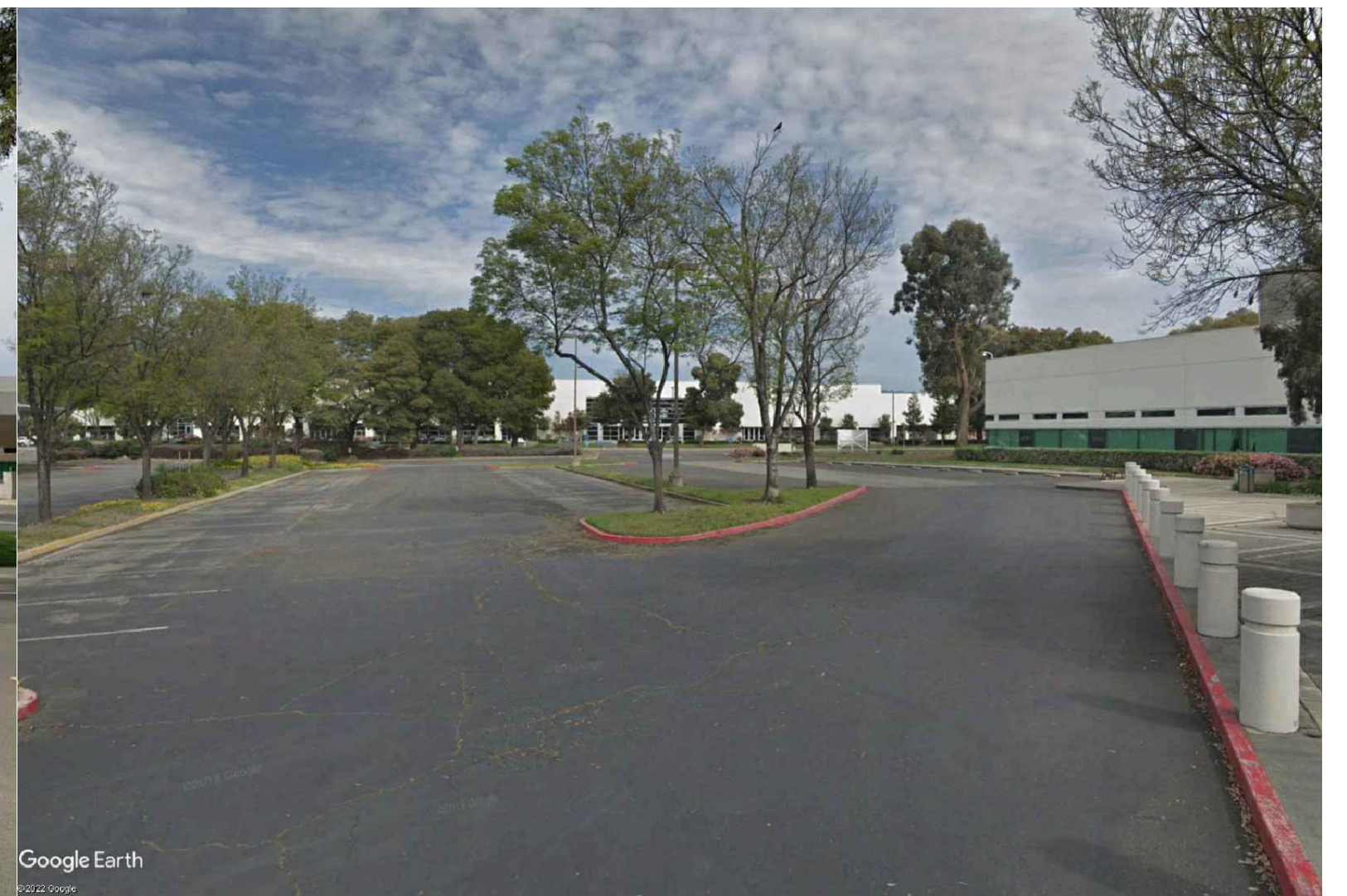
5. EAST VIEW OF ADJACENT PROPERTY, OPPOSITE FROM PROPERTY SITE ON CALIFORNIA CIRCLE.



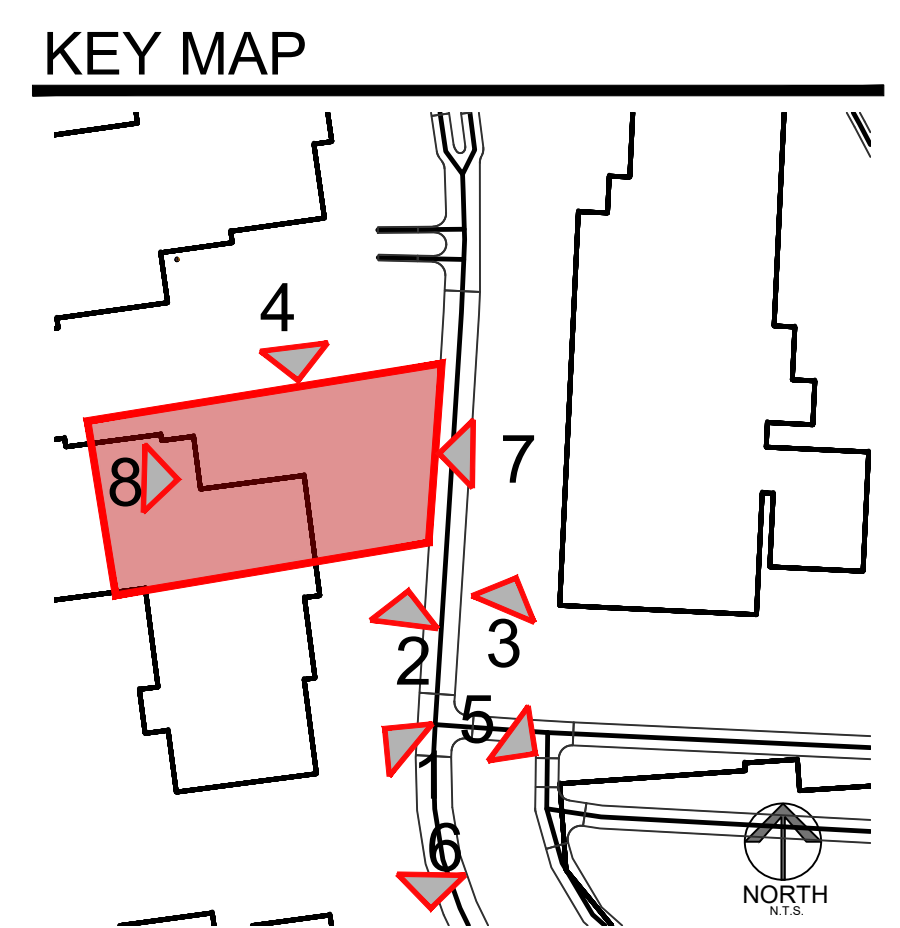
6. SOUTH VIEW OF PROPERTY FRONTAGE ON CALIFORNIA CIRCLE.



7. WEST VIEW OF PROJECT SITE FRONTAGE.



8. VIEW WITHIN PROJECT SITE PROPERTY FACING CALIFORNIA CIRCLE.



EXISTING SITE CONDITIONS

A3.2

1355 CALIFORNIA CIRCLE

MILPITAS, CALIFORNIA

THE PACIFIC COMPANIES

520 CAPITOL MALL, SUITE 150, SACRAMENTO, CA 95814

DATE: 07-31-23
JOB NO.: 2022-218

AO ARCHITECTS

144 NORTH ORANGE ST., ORANGE, CA 92866
(714) 639-9860



1355 CALIFORNIA CIRCLE

THE PACIFIC COMPANIES

520 CAPITOL MALL, SUITE 150, SACRAMENTO, CA 95814

MILPITAS, CALIFORNIA

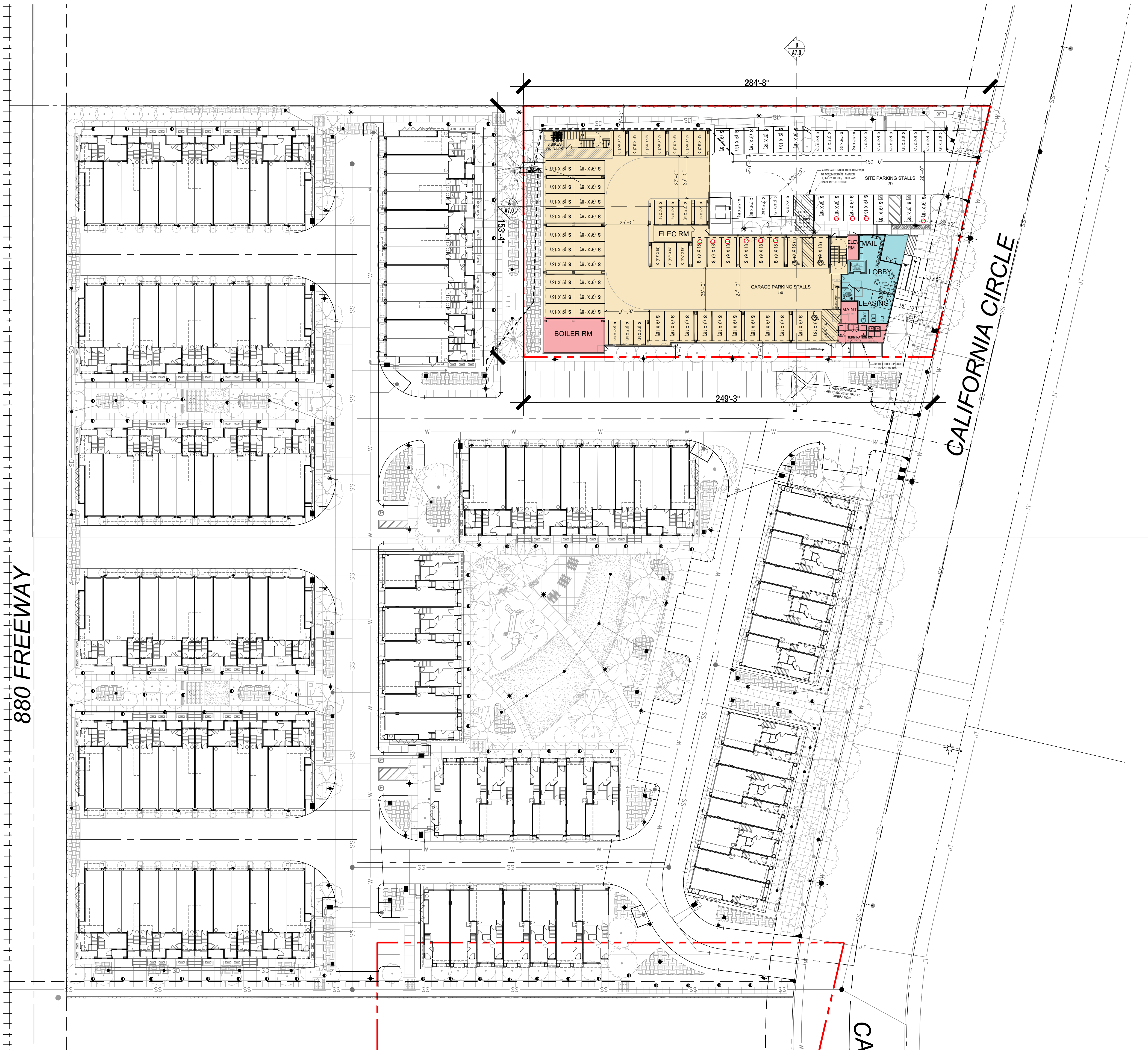
OVERALL SITE PLAN

A4.0

DATE: 07-31-23
JOB NO.: 2022-218

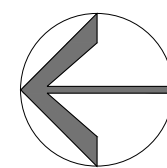
AO ARCHITECTS

144 NORTH ORANGE ST., ORANGE, CA 92866
(714) 639-9860



LEGEND

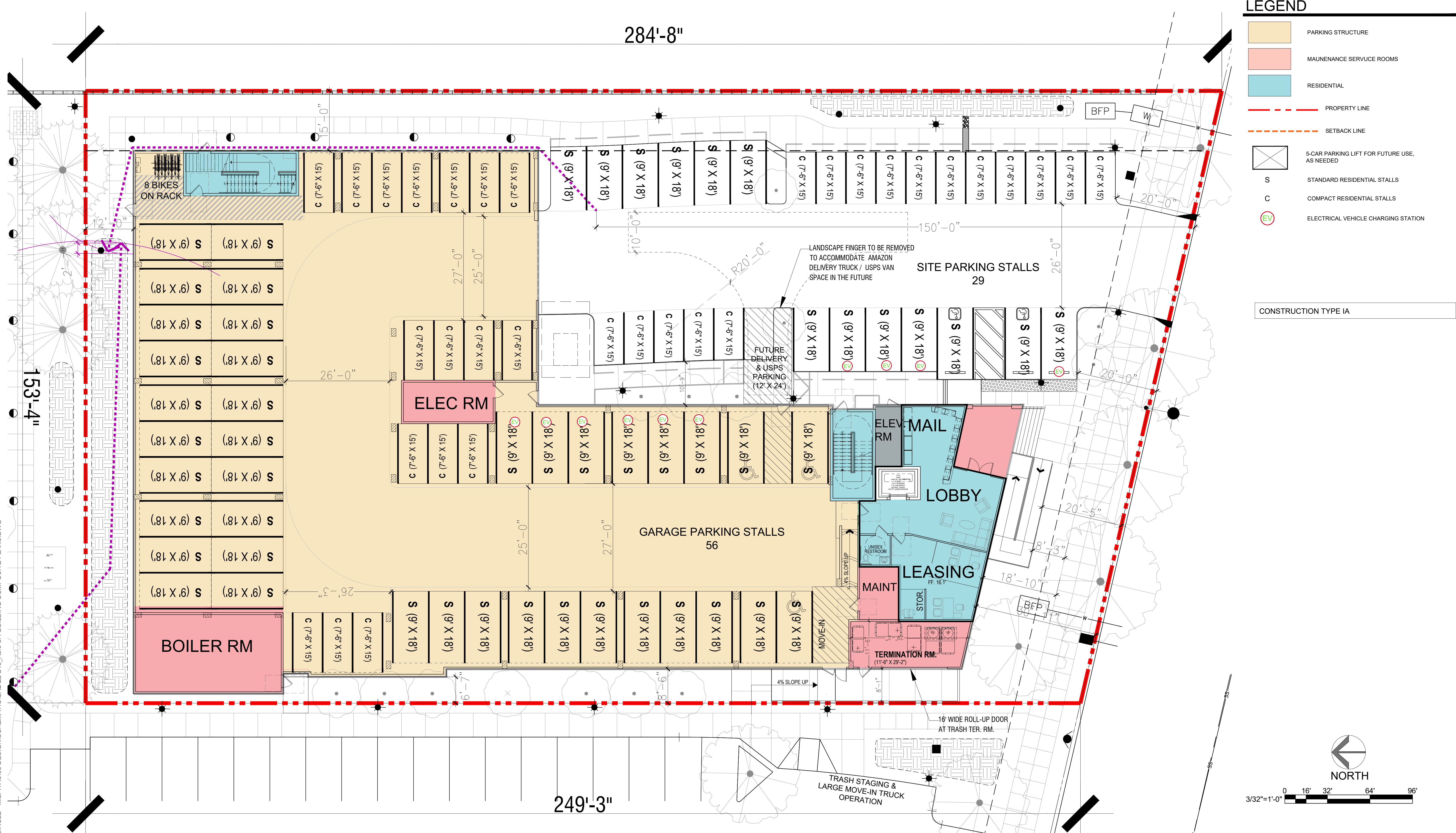
- RESIDENTIAL
- PARKING
- MAINTENANCE SERVICE ROOMS
- PROPERTY LINE
- BUILDING SETBACK LINE



NORTH

0 16' 32' 64' 96'
1/32"=1'-0"

Monday, July 31, 2023 11:28:16 AM
R:\2022\2022-218 TPC - 1355 CALIFORNIA CIRCLE - MILPITAS\03 DESIGN\SCHEMATIC\22-218_A5.0-5.4 BUILDING COMPOSITE PLANS.DWG



BUILDING COMPOSITE PLAN - GROUND FLOOR LEVEL

1355 CALIFORNIA CIRCLE
THE PACIFIC COMPANIES
520 CAPITOL MALL, SUITE 150, SACRAMENTO, CA 95814
MILPITAS, CALIFORNIA

DATE: 07-31-23
JOB NO.: 2022-218
AO ARCHITECTS
144 NORTH ORANGE ST., ORANGE, CA 92866
(714) 639-9860
A5.0
Architecture.
Design.
Relationships.

LEGEND

- AMENITY DECK
- 1 BEDROO, TYPE I
- 1 BEDROOM, TYPE II
- 2 BEDROO, TYPE I
- 2 BEDROO, TYPE II
- STUDIO
- NON- ACCESSIBLE
- PROPERTY LINE

CONSTRUCTION TYPE IIIA MODULAR

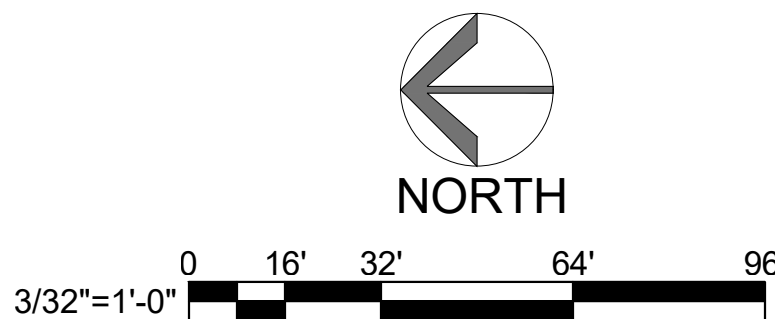
AFFORDABLE UNIT DISTRIBUTION
LOW-INCOME UNITS ALLOCATED

- LOW-INCOME STUDIO UNITS
- LOW-INCOME 1 BED UNITS
- LOW-INCOME 2 BED UNITS

NOTE:
AFFORDABLE UNITS TO BE ALLOCATED PROPORTIONALLY TO EACH UNIT TYPE.

THESE UNITS WILL BE DISTRIBUTED THROUGHOUT THE PROJECT PLAN AND LEVELS TO MAINTAIN EQUAL ACCESS TO ALL PORTIONS OF THE BUILDING, AS SHOWN ON THE CONCEPTUAL AFFORDABLE UNIT DISTRIBUTION LAYOUT AS SHOWN ON THE FLOOR PLANS.

THE EXACT LOCATION OF AFFORDABLE UNITS MAY VARY DEPENDENT ON LEASING SCHEDULE AND AVAILABILITY.



CONCEPTUAL BUILDING PLAN - R1 RESIDENTIAL PODIUM LEVEL

A5.1

1355 CALIFORNIA CIRCLE

MILPITAS, CALIFORNIA

THE PACIFIC COMPANIES

520 CAPITOL MALL, SUITE 150, SACRAMENTO, CA 95814

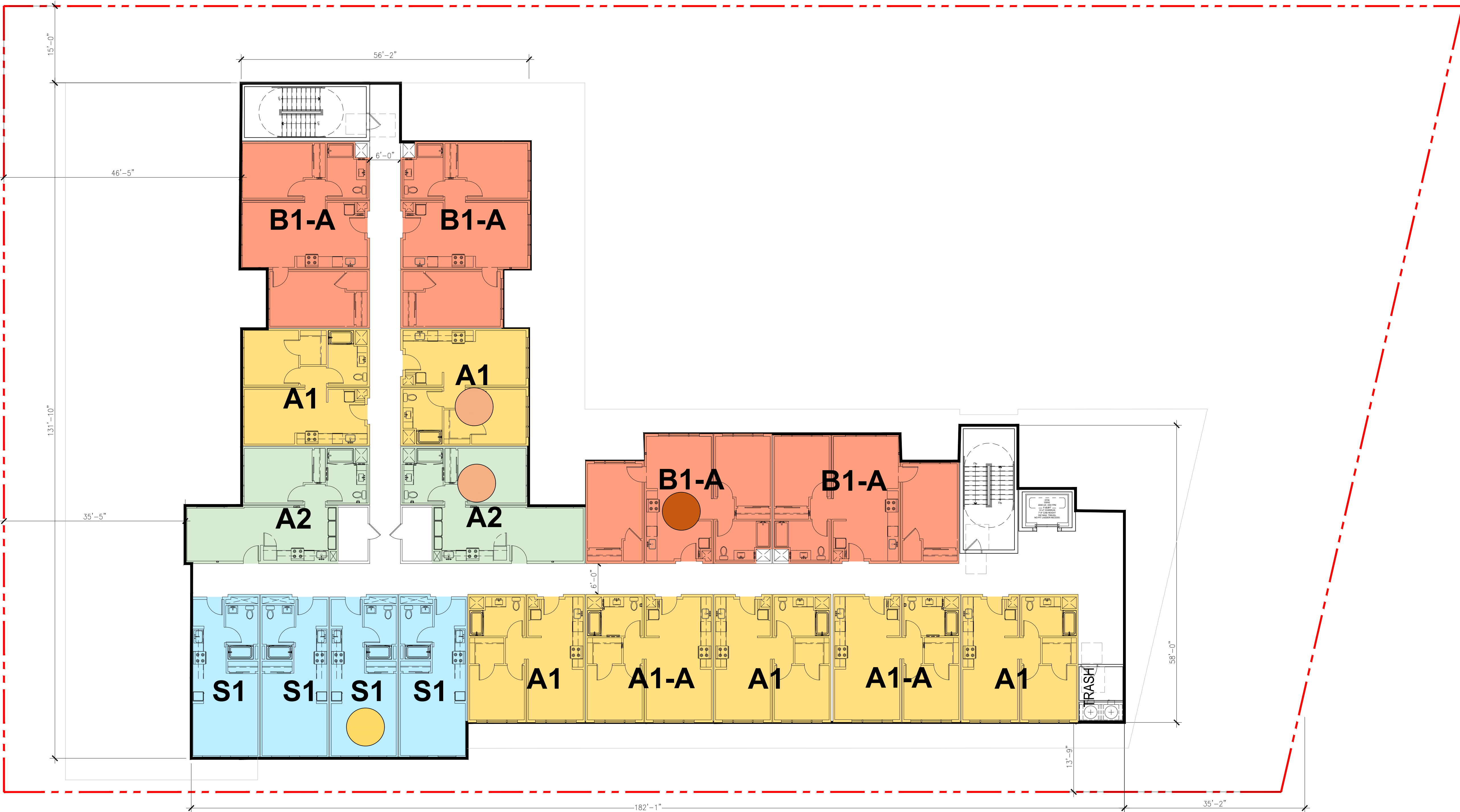
DATE: 07-31-23
JOB NO.: 2022-218

AO ARCHITECTS

144 NORTH ORANGE ST., ORANGE, CA 92866
(714) 639-9860



Monday, July 31, 2023 12:36:11 AM
R:\2022\2022-218 TPC - 1355 CALIFORNIA CIRCLE - MILPITAS\03 DESIGN\SCHEMATIC\CAD\22-218_A5 0-5.4 BUILDING COMPOSITE PLANS.DWG



LEGEND

	AMENITY DECK
	1 BEDROO, TYPE I
	1 BEDROOM, TYPE II
	2 BEDROO, TYPE I
	2 BEDROO, TYPE II
	STUDIO
	NON- ACCESSIBLE
	PROPERTY LINE

CONSTRUCTION TYPE IIIA MODULAR

AFFORDABLE UNIT DISTRIBUTION

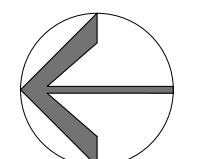
LOW-INCOME UNITS ALLOCATED

- LOW-INCOME STUDIO UNITS
- LOW-INCOME 1 BED UNITS
- LOW-INCOME 2 BED UNITS

NOTE:
AFFORDABLE UNITS TO BE ALLOCATED PROPORTIONALLY TO EACH UNIT TYPE.

THESE UNITS WILL BE DISTRIBUTED THROUGHOUT THE PROJECT PLAN AND LEVELS TO MAINTAIN EQUAL ACCESS TO ALL PORTIONS OF THE BUILDING, AS SHOWN ON THE CONCEPTUAL AFFORDABLE UNIT DISTRIBUTION LAYOUT AS SHOWN ON THE FLOOR PLANS.

THE EXACT LOCATION OF AFFORDABLE UNITS MAY VARY DEPENDENT ON LEASING SCHEDULE AND AVAILABILITY.



NORTH

3/32"=1'-0" 0 16' 32' 64' 96'

CONCEPTUAL BUILDING PLAN - R2 RESIDENTIAL LEVEL

A5.2

1355 CALIFORNIA CIRCLE

MILPITAS, CALIFORNIA

THE PACIFIC COMPANIES

520 CAPITOL MALL, SUITE 150, SACRAMENTO, CA 95814

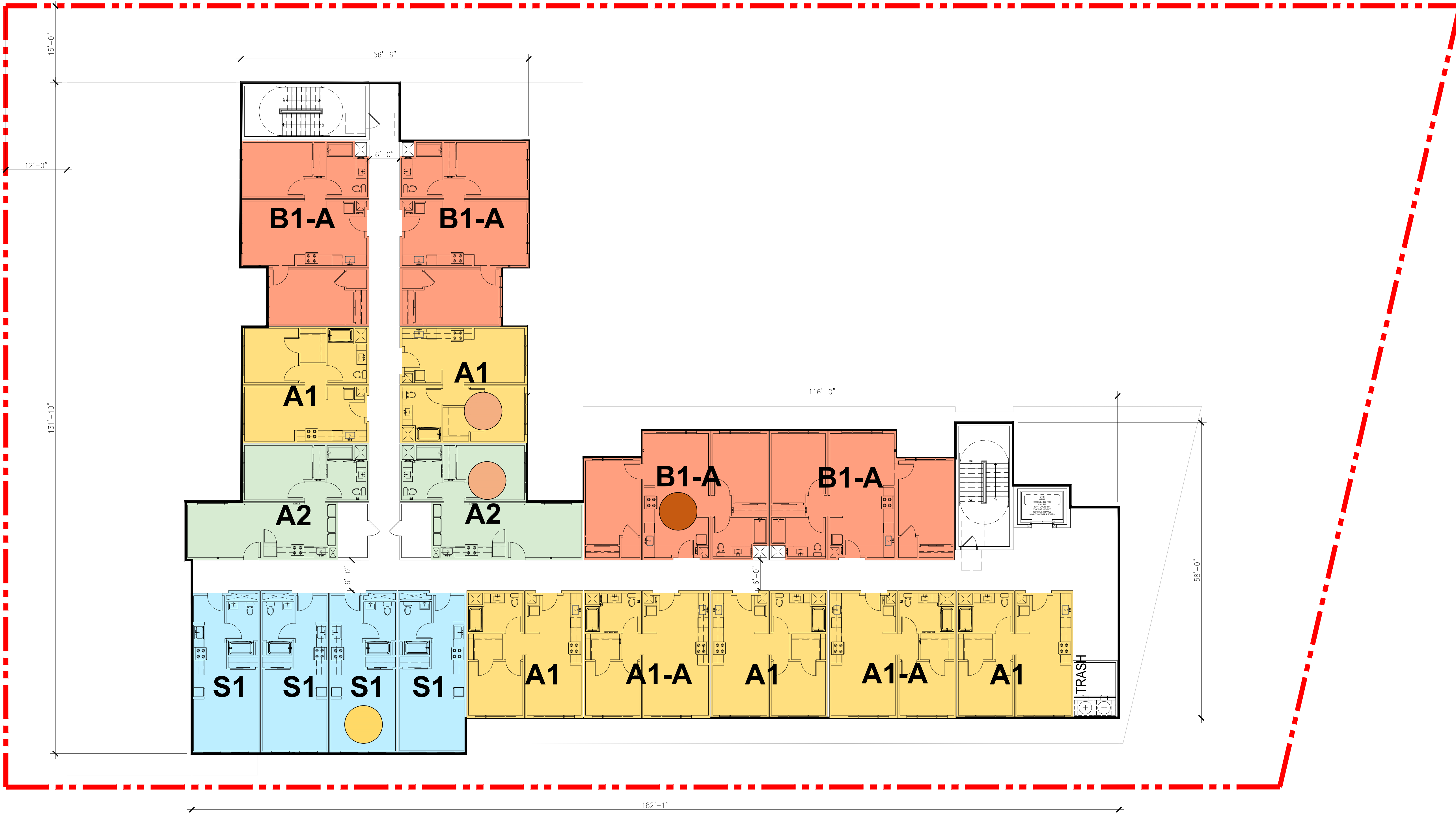
DATE: 07-31-23
JOB NO.: 2022-218

AO ARCHITECTS

144 NORTH ORANGE ST., ORANGE, CA 92866
(714) 639-9860



Monday, July 31, 2023 12:36:16 AM
R:\2022\2022-218 TPC - 1355 CALIFORNIA CIRCLE - MILPITAS\03 DESIGN\SCHEMATIC\22-218_A5 0-5.4 BUILDING COMPOSITE PLANS.DWG



LEGEND

	AMENITY DECK
	1 BEDROO, TYPE I
	1 BEDROOM, TYPE II
	2 BEDROO, TYPE I
	2 BEDROO, TYPE II
	STUDIO
	NON- ACCESSIBLE
	PROPERTY LINE

CONSTRUCTION TYPE IIIA MODULAR

AFFORDABLE UNIT DISTRIBUTION

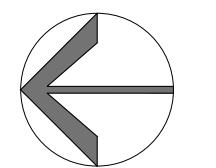
LOW-INCOME UNITS ALLOCATED

- LOW-INCOME STUDIO UNITS
- LOW-INCOME 1 BED UNITS
- LOW-INCOME 2 BED UNITS

NOTE:
AFFORDABLE UNITS TO BE ALLOCATED PROPORTIONALLY TO EACH UNIT TYPE.

THESE UNITS WILL BE DISTRIBUTED THROUGHOUT THE PROJECT PLAN AND LEVELS TO MAINTAIN EQUAL ACCESS TO ALL PORTIONS OF THE BUILDING, AS SHOWN ON THE CONCEPTUAL AFFORDABLE UNIT DISTRIBUTION LAYOUT AS SHOWN ON THE FLOOR PLANS.

THE EXACT LOCATION OF AFFORDABLE UNITS MAY VARY DEPENDENT ON LEASING SCHEDULE AND AVAILABILITY.



NORTH

3/32"=1'-0" 0 16' 32' 64' 96'

CONCEPTUAL BUILDING PLAN - R3 & 4 RESIDENTIAL LEVEL

A5.3

1355 CALIFORNIA CIRCLE

MILPITAS, CALIFORNIA

THE PACIFIC COMPANIES

520 CAPITOL MALL, SUITE 150, SACRAMENTO, CA 95814

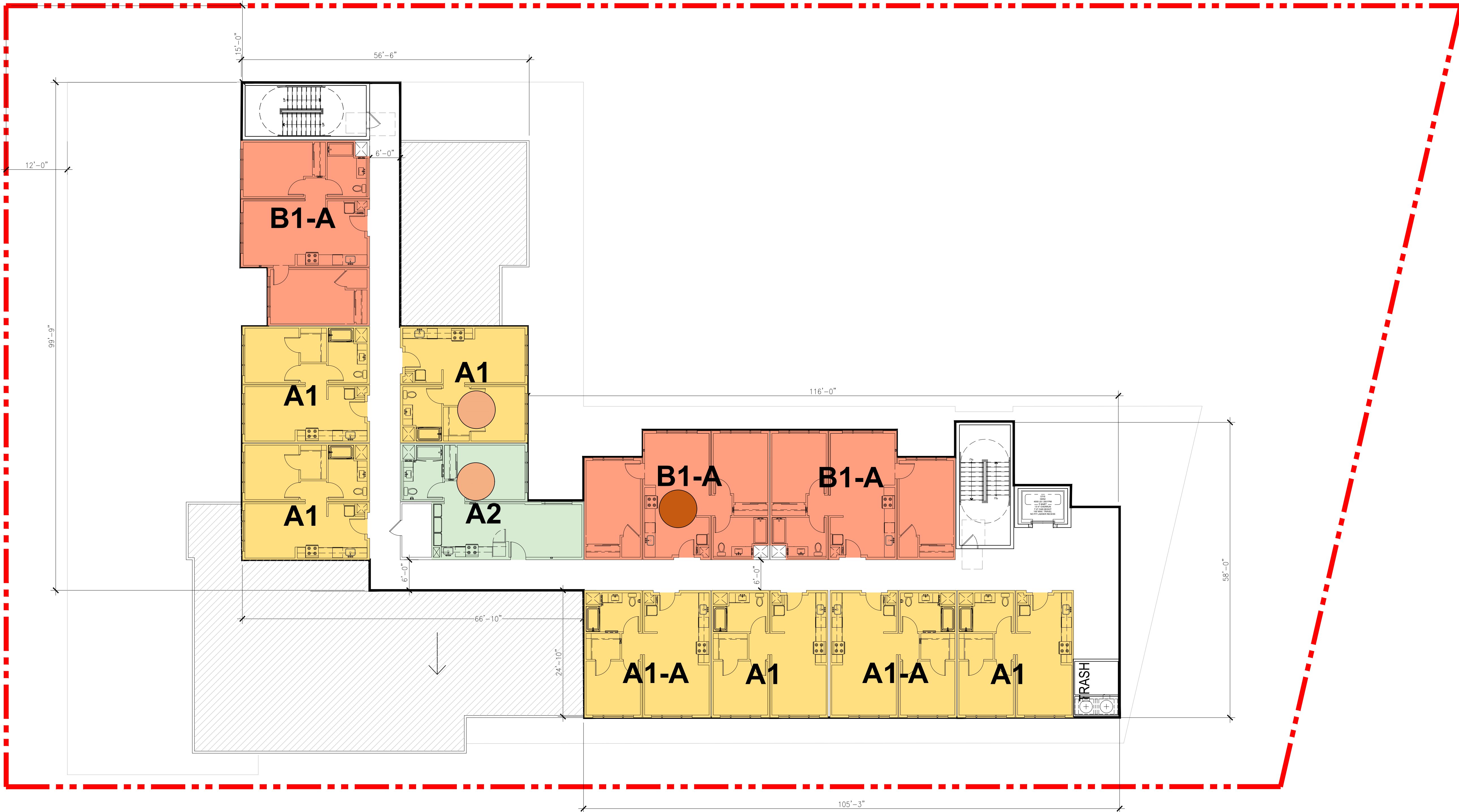
DATE: 07-31-23
JOB NO.: 2022-218

AO ARCHITECTS

144 NORTH ORANGE ST., ORANGE, CA 92866
(714) 639-9860



Monday, July 31, 2023 12:36:21 AM
R:\2022\2022-218 TPC - 1355 CALIFORNIA CIRCLE - MILPITAS\03 DESIGN\SCHEMATIC\22-218_A5 0-5.4 BUILDING COMPOSITE PLANS.DWG



LEGEND

	AMENITY DECK
	1 BEDROO, TYPE I
	1 BEDROOM, TYPE II
	2 BEDROO, TYPE I
	2 BEDROO, TYPE II
	STUDIO
	NON- ACCESSIBLE
	PROPERTY LINE

CONSTRUCTION TYPE IIIA MODULAR

AFFORDABLE UNIT DISTRIBUTION

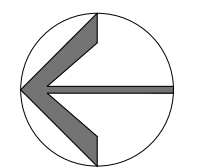
LOW-INCOME UNITS ALLOCATED

- LOW-INCOME STUDIO UNITS
- LOW-INCOME 1 BED UNITS
- LOW-INCOME 2 BED UNITS

NOTE:
AFFORDABLE UNITS TO BE ALLOCATED PROPORTIONALLY TO EACH UNIT TYPE.

THESE UNITS WILL BE DISTRIBUTED THROUGHOUT THE PROJECT PLAN AND LEVELS TO MAINTAIN EQUAL ACCESS TO ALL PORTIONS OF THE BUILDING, AS SHOWN ON THE CONCEPTUAL AFFORDABLE UNIT DISTRIBUTION LAYOUT AS SHOWN ON THE FLOOR PLANS.

THE EXACT LOCATION OF AFFORDABLE UNITS MAY VARY DEPENDENT ON LEASING SCHEDULE AND AVAILABILITY.



NORTH

3/32"=1'-0" 0 16' 32' 64' 96'

CONCEPTUAL BUILDING PLAN - R5 RESIDENTIAL LEVEL

A5.4

1355 CALIFORNIA CIRCLE

MILPITAS, CALIFORNIA

THE PACIFIC COMPANIES

520 CAPITOL MALL, SUITE 150, SACRAMENTO, CA 95814

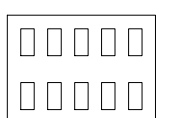
DATE: 07-31-23
JOB NO.: 2022-218

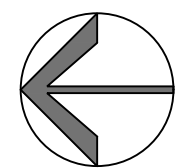
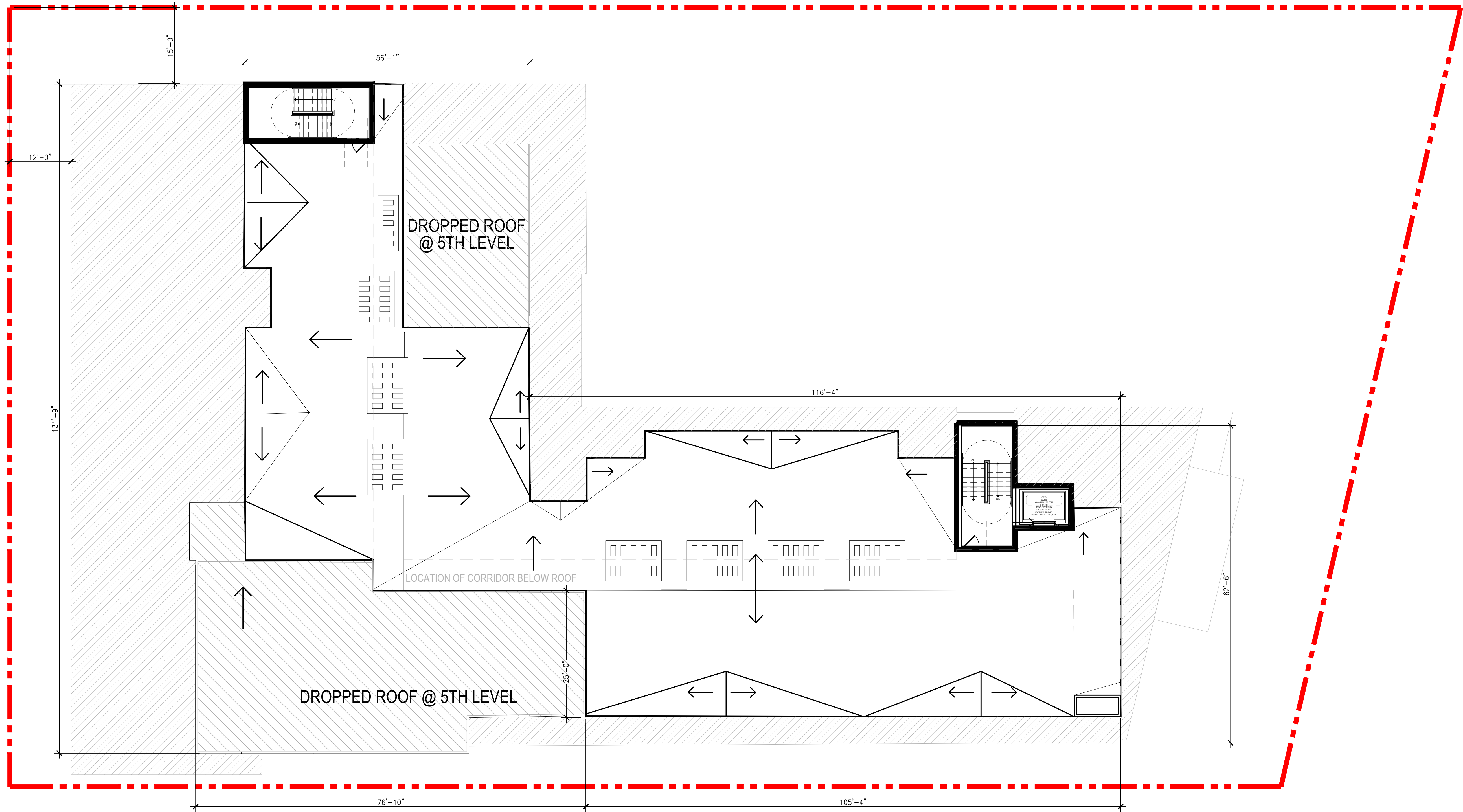
AO ARCHITECTS

144 NORTH ORANGE ST., ORANGE, CA 92866
(714) 639-9860



LEGEND

-  NON- ACCESSIBLE
-  HVAC
-  PROPERTY LINE



NORTH

0 16' 32' 64' 96'
1/32"=1'-0"

ROOF PLAN

A6.0

DATE: 07-31-23
JOB NO.: 2022-218

AO ARCHITECTS

144 NORTH ORANGE ST., ORANGE, CA 92866
(714) 639-9860

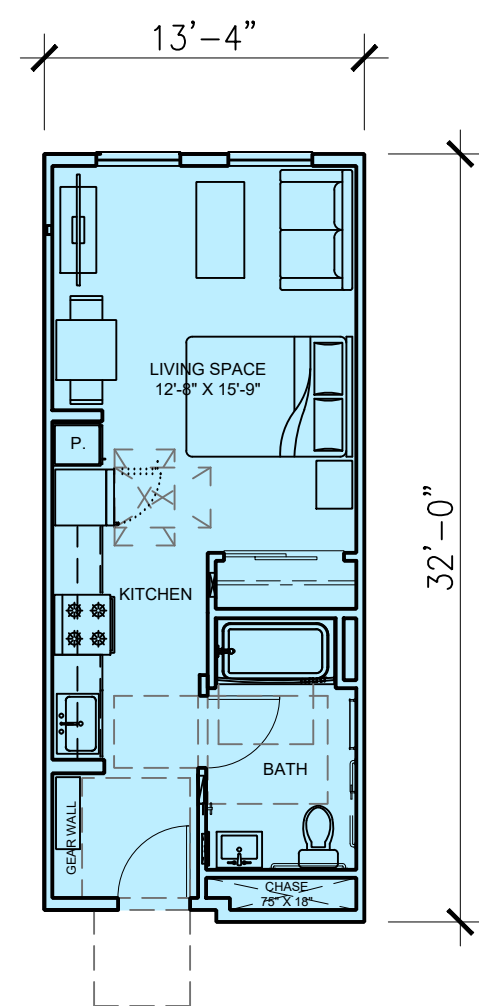


1355 CALIFORNIA CIRCLE

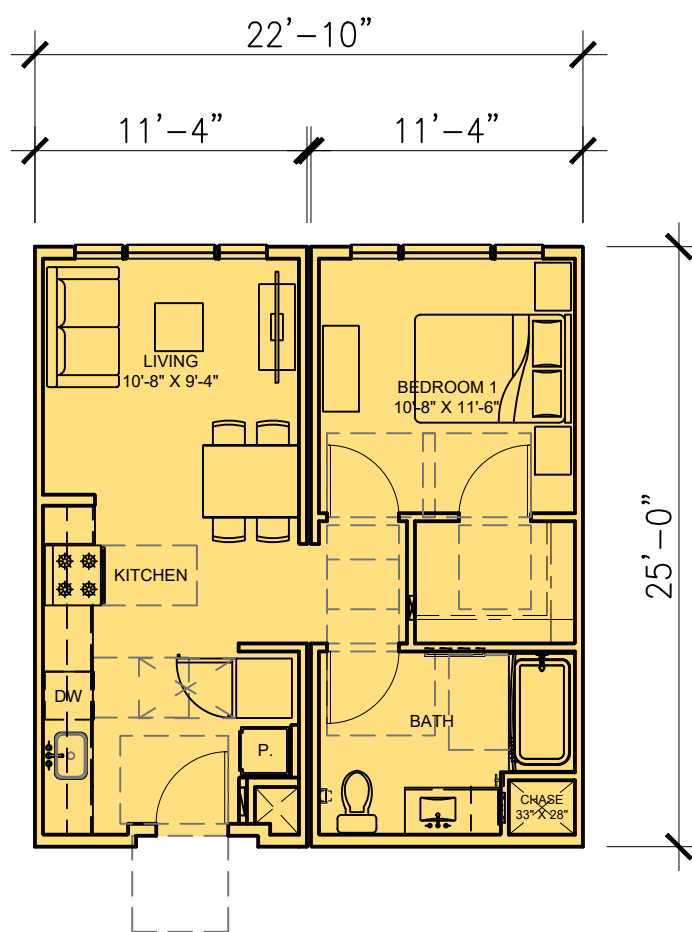
MILPITAS, CALIFORNIA

THE PACIFIC COMPANIES

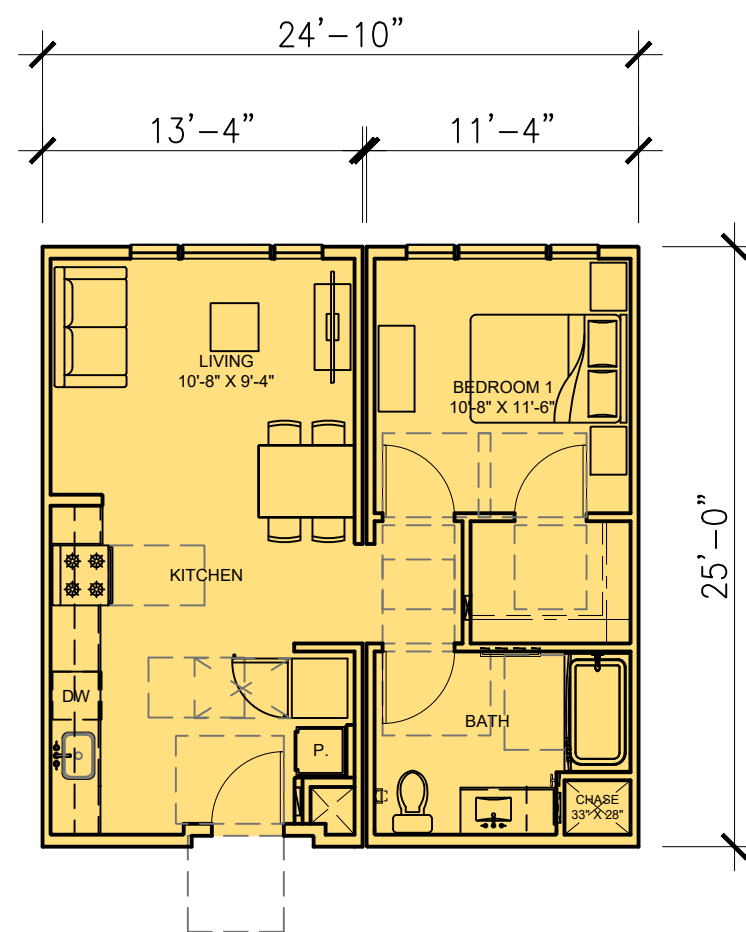
520 CAPITOL MALL, SUITE 150, SACRAMENTO, CA 95814



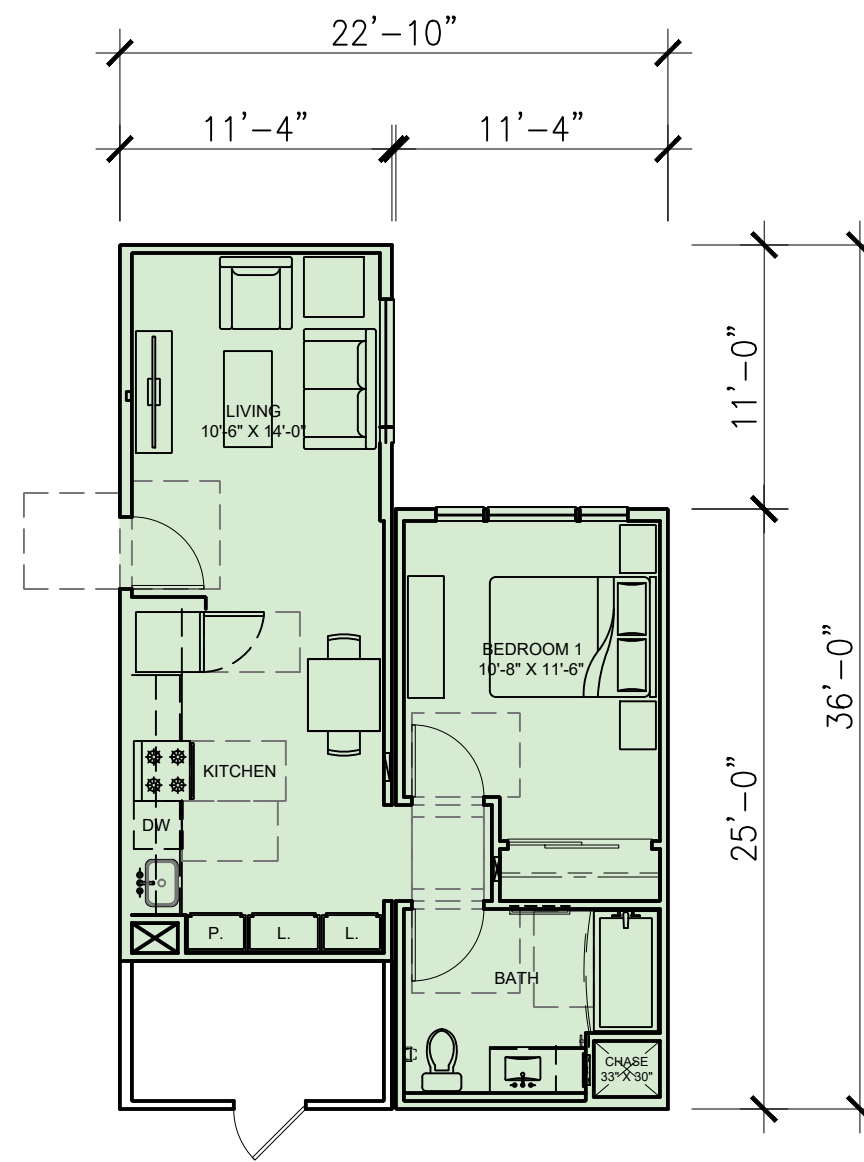
UNIT S1
AFFORDABLE STUDIO - 1 BATH
UNIT AREA: 411 SQ. FT.



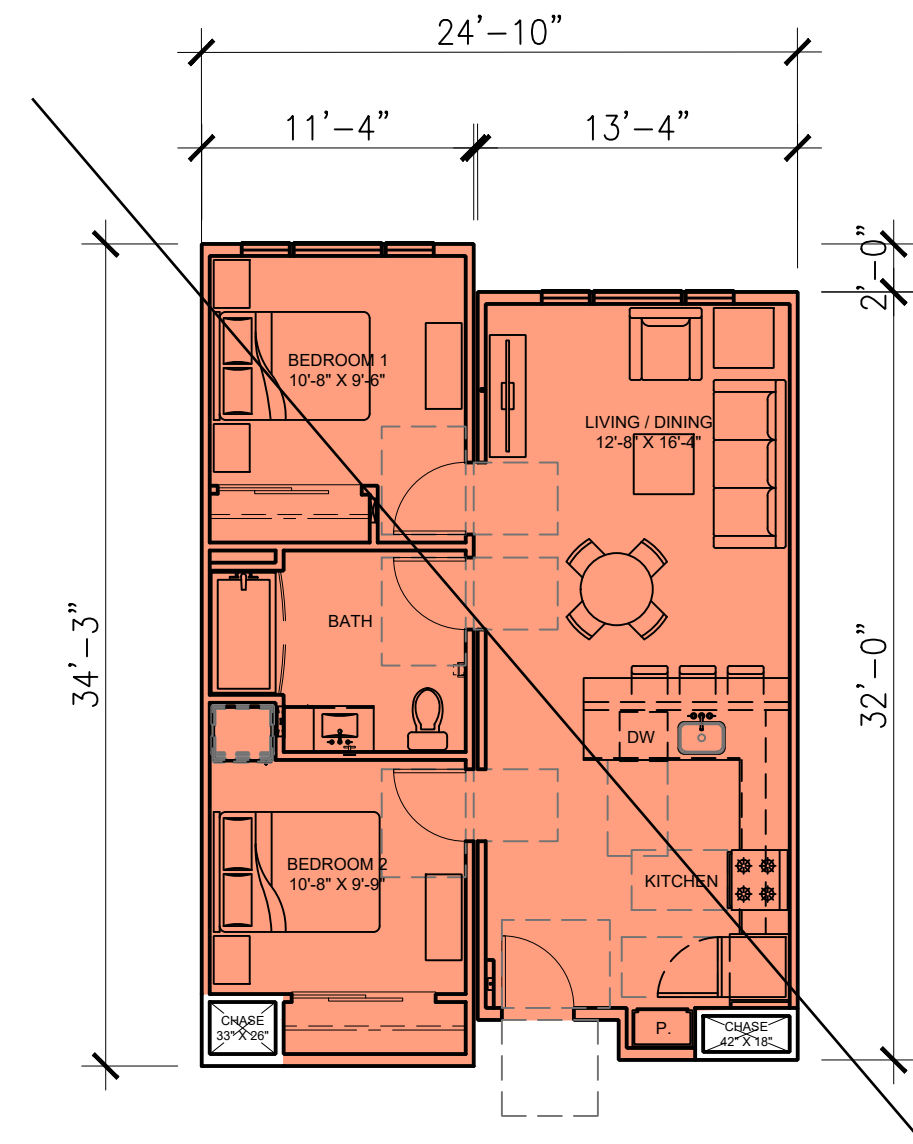
UNIT A1
AFFORDABLE 1 BED - 1 BATH
UNIT AREA: 554 SQ. FT.



UNIT A1-A
AFFORDABLE 1 BED - 1 BATH
UNIT AREA: 604 SQ. FT.

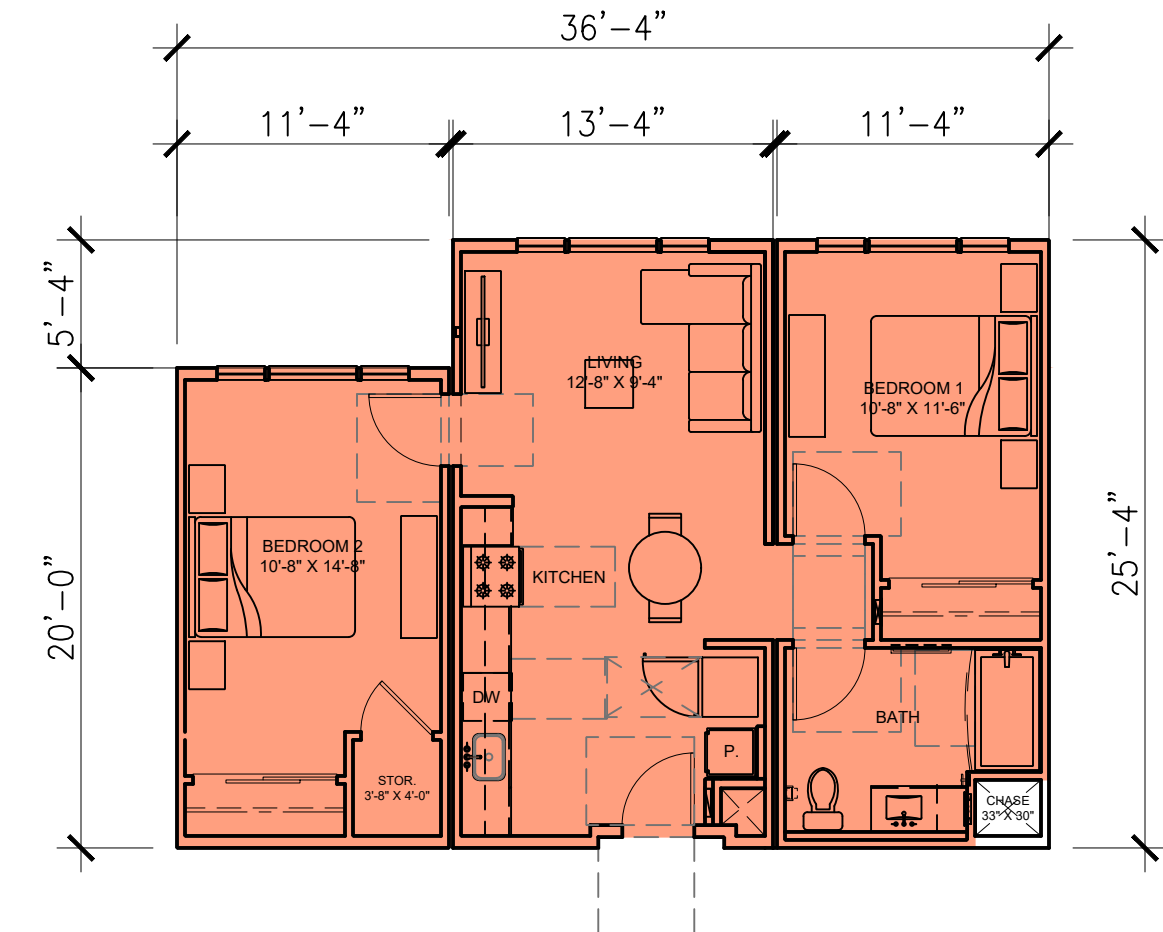


UNIT A2
AFFORDABLE 1 BED - 1 BATH
UNIT AREA: 612 SQ. FT.



UNIT B1-B (TYPE III)
AFFORDABLE 2 BED - 1 BATH
UNIT AREA: 791 SQ. FT.

Not Used



UNIT B1-A (TYPE V)
AFFORDABLE 2 BED - 1 BATH
UNIT AREA: 640 SQ. FT.



1355 CALIFORNIA CIRCLE

MILPITAS, CALIFORNIA

THE PACIFIC COMPANIES

520 CAPITOL MALL, SUITE 150, SACRAMENTO, CA 95814

UNIT PLANS

A7.0

DATE: 07-31-23
JOB NO.: 2022-218

AO ARCHITECTS

144 NORTH ORANGE ST., ORANGE, CA 92866
(714) 639-9860





Trash Truck Routing
Trash staging and truck loading area will be provided within the property. The Waste company will pull out the bins from the termination room and move them to the trash loading area to commence operations. Maximum 4% sloped ramp is added.

Trash Pickup Schedule
Trash Bins are anticipated to be on site at all times for twice a week pick-up schedule.

Tenants will not access the ground floor trash termination room directly. Individual tenants will deposit trash and recyclable materials into two separate chutes located in a trash room at each upper floor level. The trash and recyclable materials will collect in 3 CY Bins in the trash termination room located on the ground floor. Organic trash (recyclable food scraps and food soiled paper waste) will be collected in a receptacle located in the trash room on each upper-level floor. The building porter will collect these receptacles and transport them in the trash termination room located on the ground floor. 2 CY trash bin is provided at the ground floor trash collection room to collect organic trash. Organic trash will not include yard trimming.

The trash chutes will contain a mechanism that will allow complete shut-off in order to remove/replace the bins as they require emptying and limit access to all other floors when any one chute door is opened. A porter will be required to monitor the trash levels throughout the day as a part of daily duties. A vehicle appropriate for towing trash bins will be part of contracting with the service provider or separate private party.

Maintenance of Trash Rooms
The maintenance of the trash rooms will be monitored and managed by Property Management.

Roll Out Service and Pick-up
Trash collection bins will be moved from the termination room at Level 1 (parking structure) to the provided trash staging area along the path shown in the diagram. The property owner will contract for the property management company to provide on-site trash management to ensure that full bins are replaced with empty ones. A Service Provider will be contracted by the property owner to empty the bins as necessary per schedule.

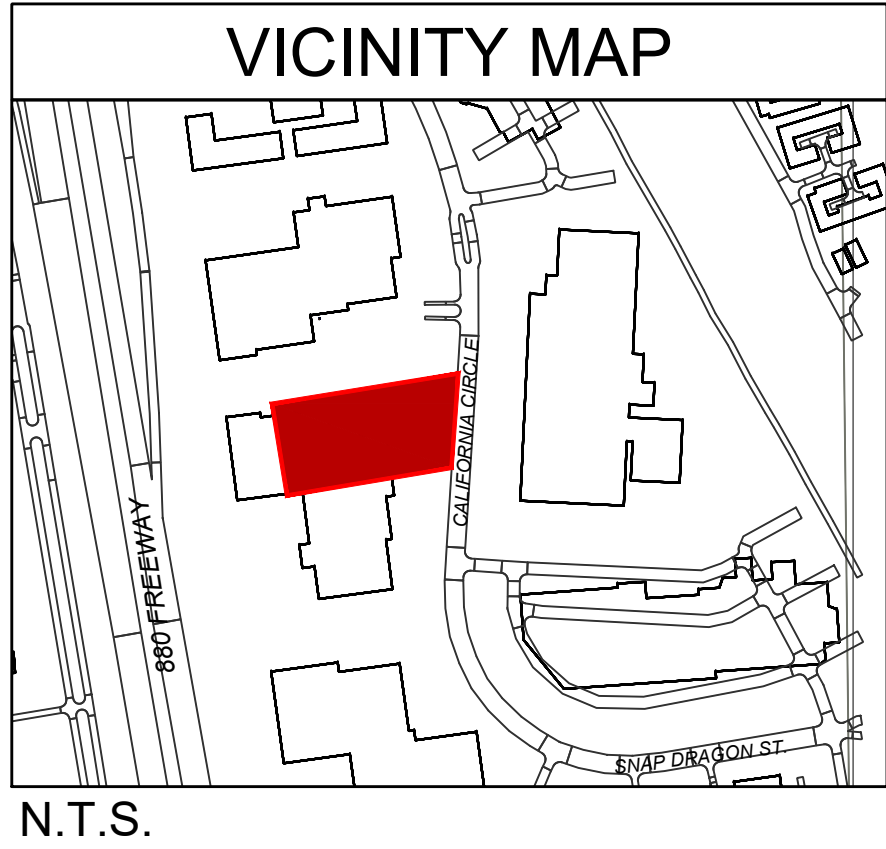
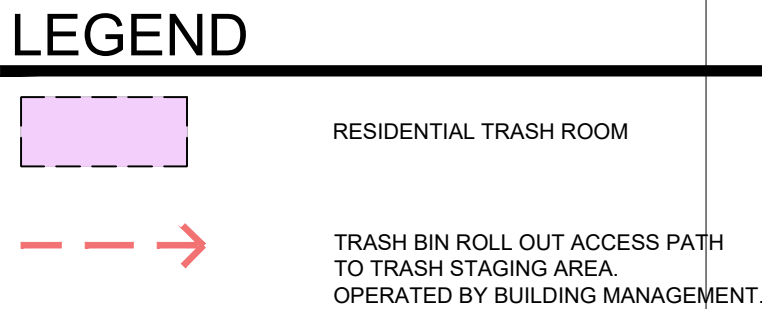
The rental/ownership of the bins and the trash service for the tenants will be paid for by the building owner.
The Service Provider will be contracted to provide stinger-truck service for conveyance of bins to the curbside and collection of bins from the staging area.

Facility Metric	Unit	Cal. Factor	Estimated Waste (lbs/day)	Estimated Total Waste lbs/ Week /Unit
75	lbs/week/unit	8.6	645	60.2
Waste Generated Weekly		4,515	lbs/week	

SOLID WASTE CALCUALTIONS						
UNITS	lbs/Wk/Unit	C.Y./WK/UNIT	TOTAL C.Y.	COMPACTION RATIO	COMPACT TRASH C.Y.	3 C.Y. BINS REQUIRED
75	16.4	0.12	9.00	2	5	2

RECYCLING CALCULATIONS						
UNITS	lbs/Wk/Unit	C.Y./WK/UNIT	TOTAL C.Y.	TOTAL UNCOMPACTED	3 C.Y. BINS REQUIRED	# OF PICK-UPS/WEEK
75	19.3	0.07	2.63	3	1	1

ORGANIC WASTE - FOOD SCRAPS / FOOD SOILED PAPER (YARD TRIMMING EXCLUDED)						
UNITS	lbs/Wk/Unit	C.Y./WK/UNIT	TOTAL C.Y.	TOTAL UNCOMPACTED	2 C.Y. BINS REQUIRED	# OF PICK-UPS/WEEK
75	14.9	0.04	1.50	2	1	1



3 YD BIN

3'-5 3/4" x 6'-0"

TOTAL OF 5 THREE YARD BINS ARE PROVIDED

2 YD BIN

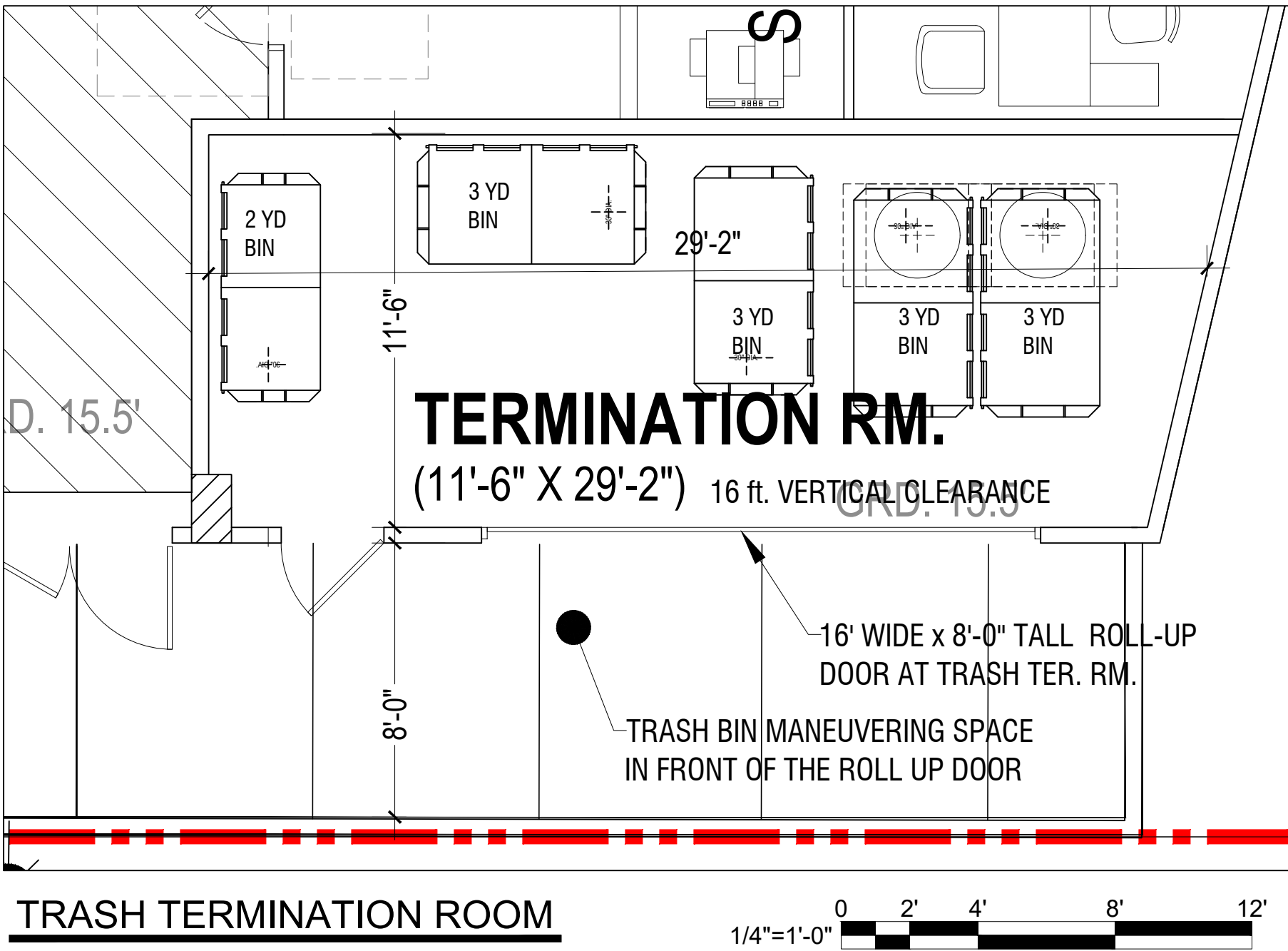
2'-10 3/4" x 6'-0"

ONE TWO YARD BIN IS PROVIDED FOR FOOD SCRAPS / FOOD SOILED PAPER COLLECTION.

Milpitas Sanitation

FEL SIZE	FRONT HEIGHT A	BACK HEIGHT B	DEPTH C	WIDTH D
1YD	28"	28"	24"	72"
2YD	34.5"	41.5"	34.75"	72"
3YD	42"	51"	41.75"	72"
4YD	46.5"	57.5"	50.75"	72"
6YD	50"	69"	66"	72"
8YD	57"	90"	72.5"	72"

*Casters add 8" to height



A8.0 - WASTE MANAGEMENT PLAN

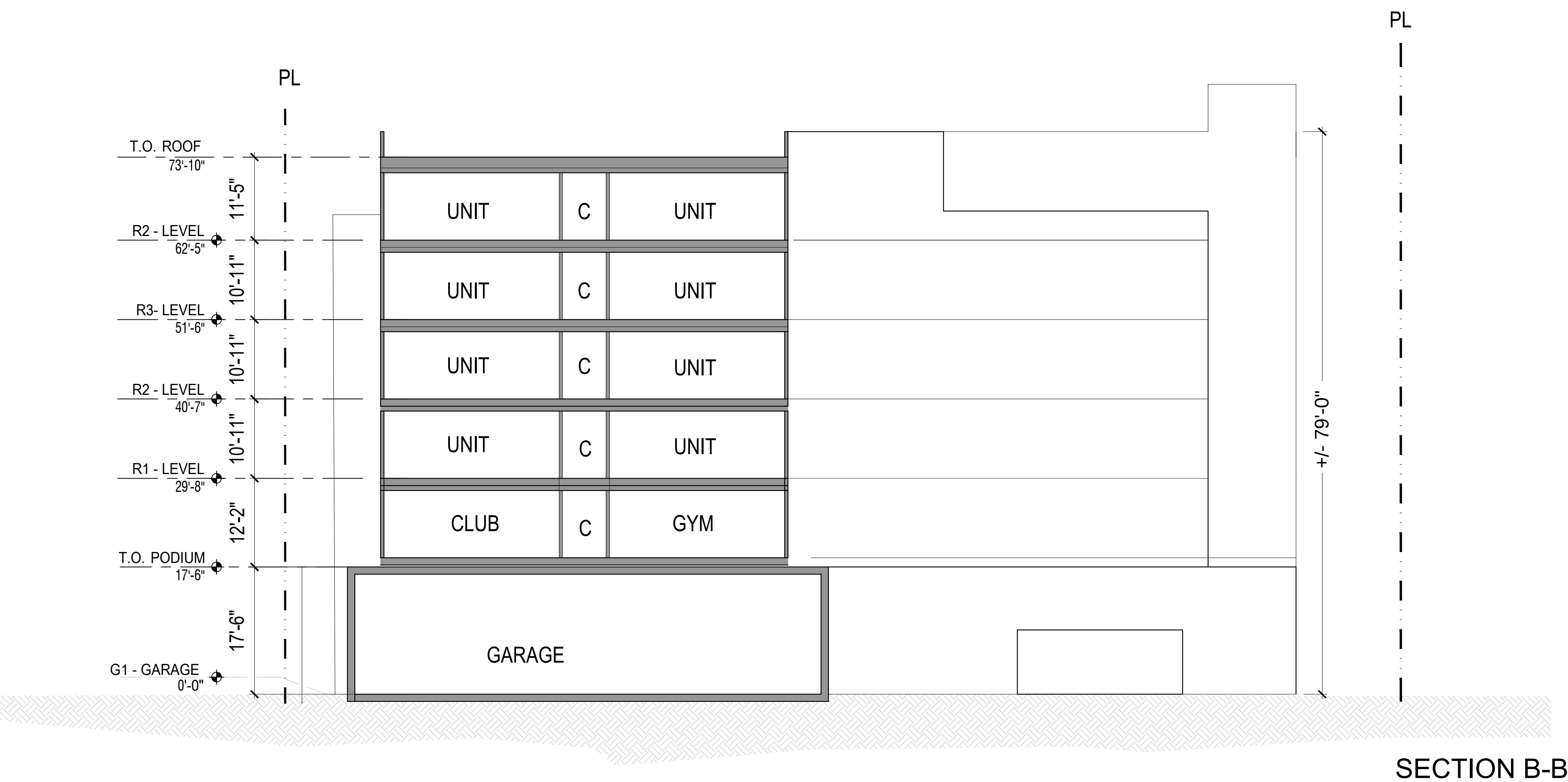
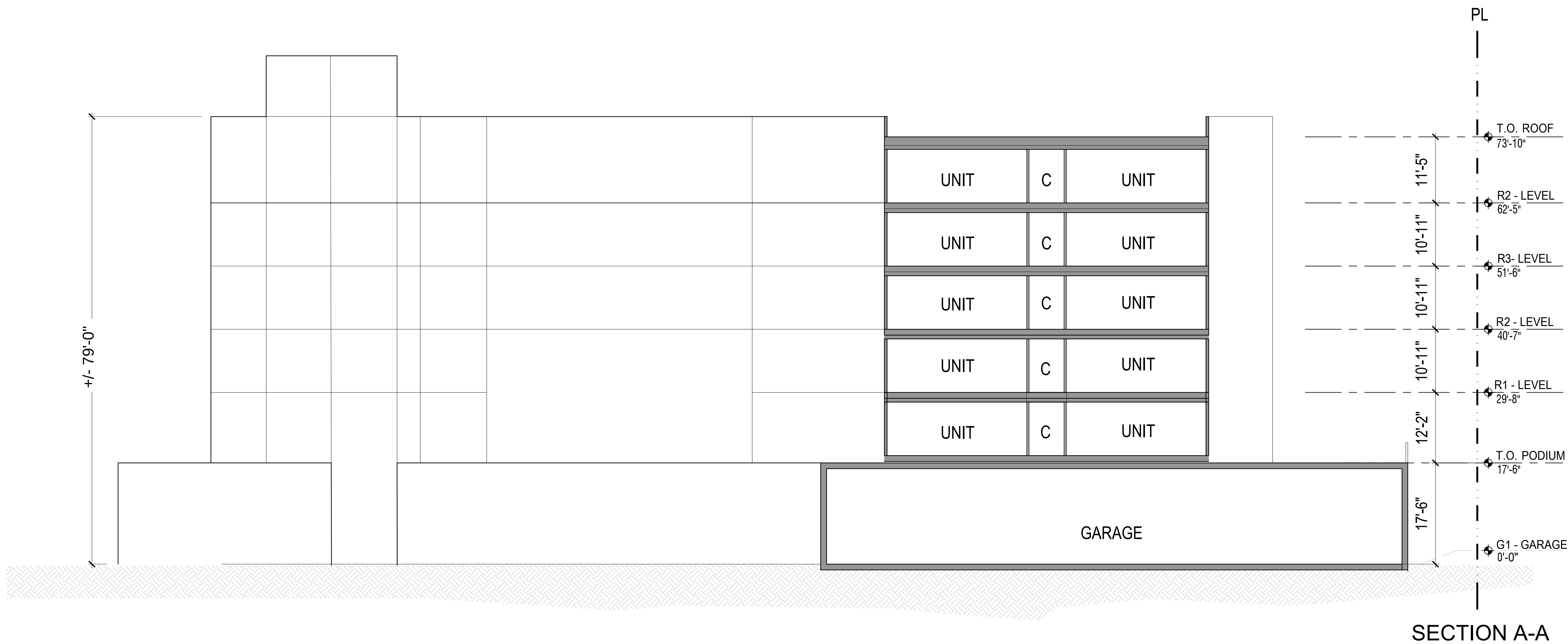
A8.0

1355 CALIFORNIA CIRCLE
THE PACIFIC COMPANIES
520 CAPITOL MALL, SUITE 150, SACRAMENTO, CA 95814

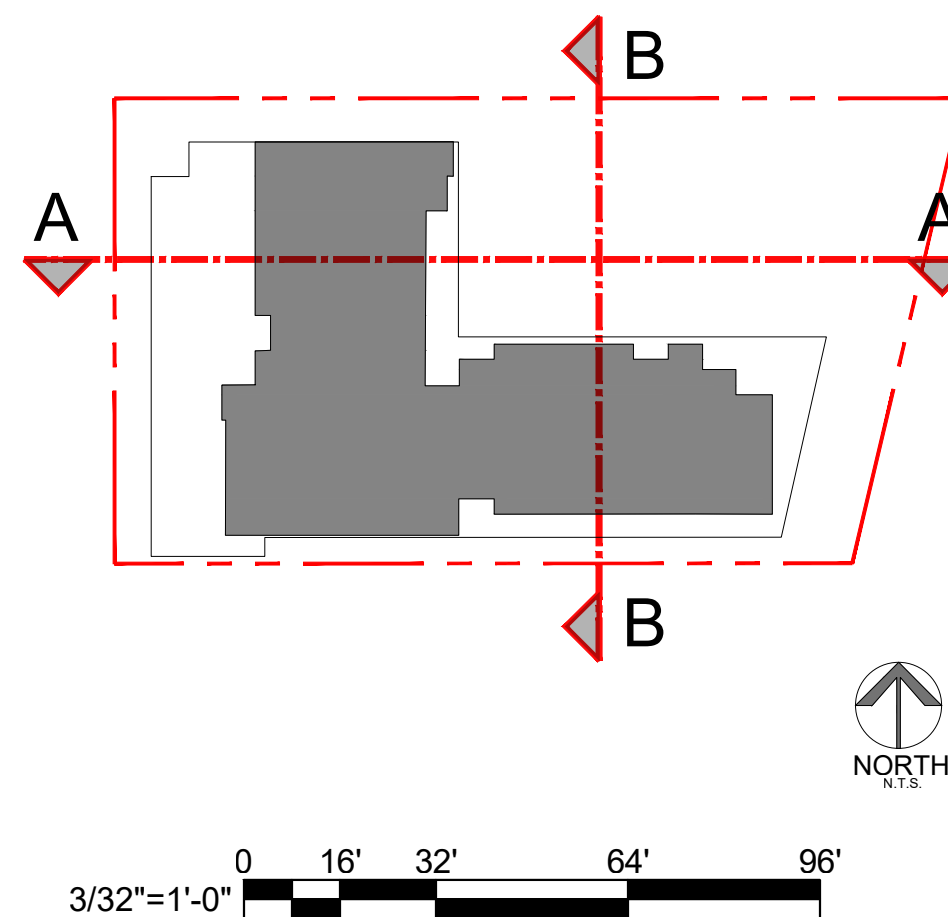
MILPITAS, CALIFORNIA

DATE: 07-31-23
JOB NO.: 2022-218
AO ARCHITECTS
144 NORTH ORANGE ST., ORANGE, CA 92866
(714) 639-9860





KEY MAP



BUILDING SECTIONS

A9.0

1355 CALIFORNIA CIRCLE

MILPITAS, CALIFORNIA

THE PACIFIC COMPANIES

520 CAPITOL MALL, SUITE 150, SACRAMENTO, CA 95814

DATE: 07-31-23
JOB NO.: 2022-218

AO ARCHITECTS

144 NORTH ORANGE ST., ORANGE, CA 92866
(714) 639-9860



Monday, July 31, 2023 12:37:07 AM
R:\2022\2022-218 TPC - 1355 CALIFORNIA CIRCLE - MILPITAS\03 DESIGN\SCHEMATIC\CAD\22-218_A10.0-A10.1 CONCEPTUAL ELEVATIONS.DWG

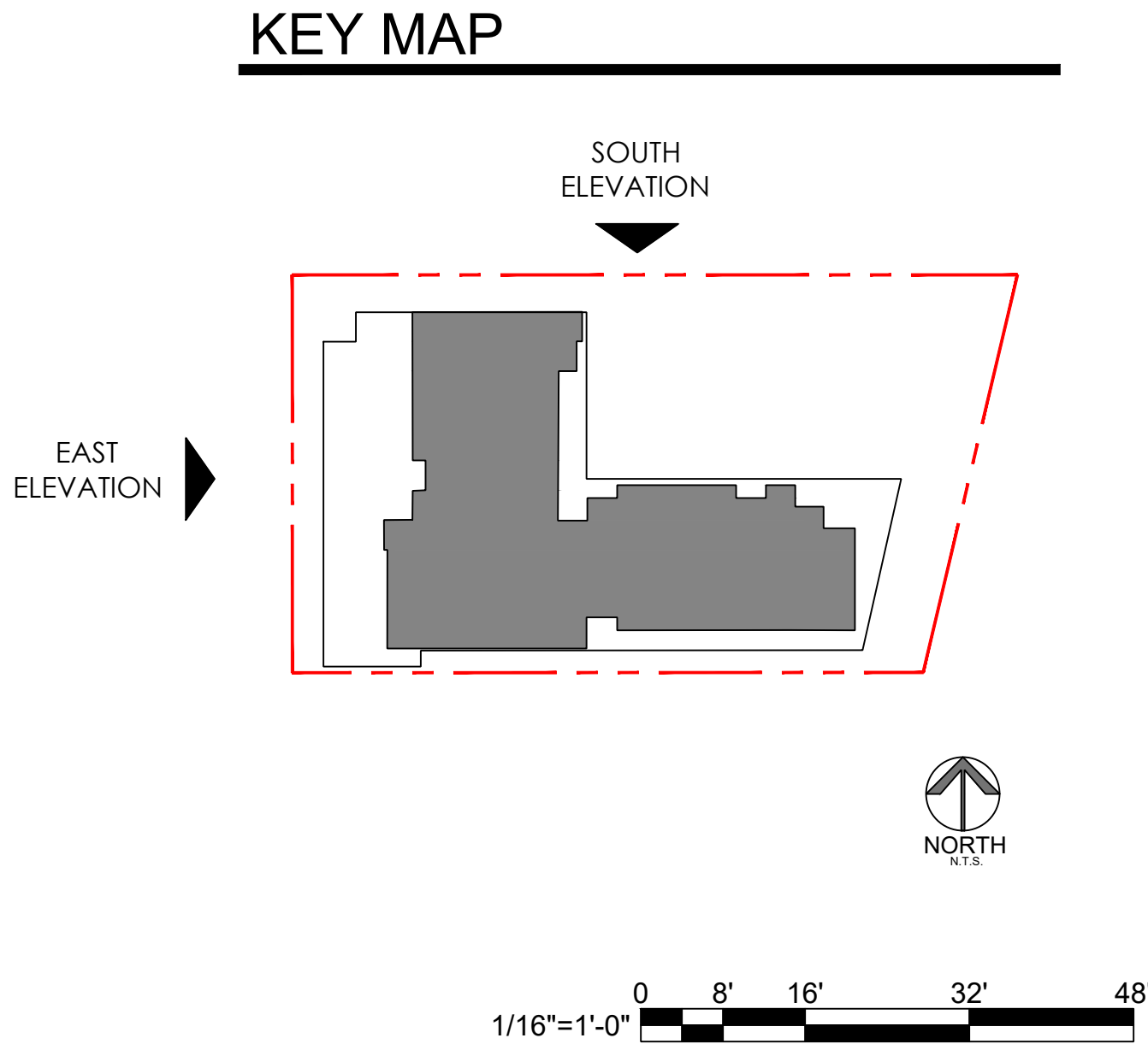


EAST ELEVATION



SOUTH ELEVATION

- MATERIAL LEGEND**
1. Exterior Plaster 16/20
 2. Exterior Plaster Smooth Finish
 3. Wood Framed Canopy
 4. Glass Panel Metal Railings
 5. Metal Mesh Screen System
 6. Vinyl Windows
 7. Stone Veneer
 8. Aluminum Storefront System
 9. Metal Door
 10. Metal Roll-up Door



CONCEPTUAL BUILDING ELEVATIONS

1355 CALIFORNIA CIRCLE

MILPITAS, CALIFORNIA

THE PACIFIC COMPANIES

520 CAPITOL MALL, SUITE 150, SACRAMENTO, CA 95814

DATE: 07-31-23
JOB NO.: 2022-218

AO ARCHITECTS

144 NORTH ORANGE ST., ORANGE, CA 92866
(714) 639-9860

A10.0



Monday, July 31, 2023 12:37:10 AM
R:\2022\2022-218 TPC - 1355 CALIFORNIA CIRCLE - MILPITAS\03 DESIGN\SCHEMATIC\CAD\22-218_A10.0-A10.1 CONCEPTUAL ELEVATIONS.DWG



WEST ELEVATION

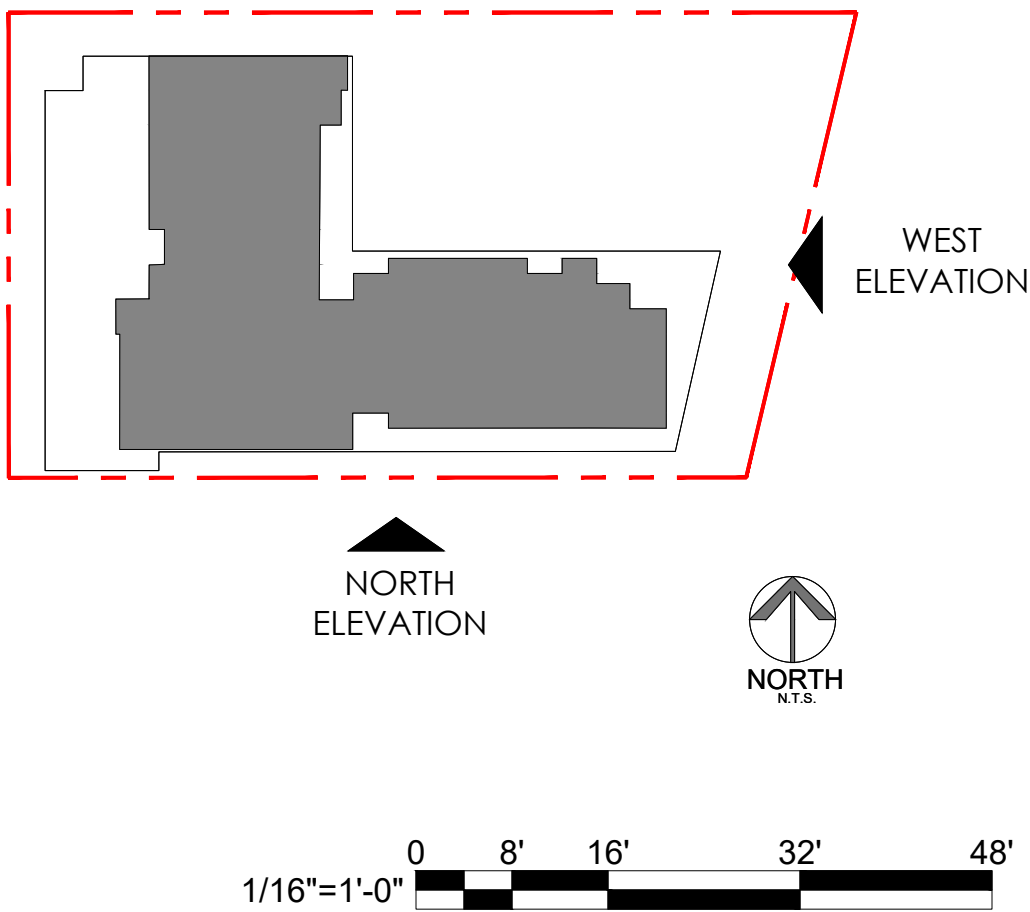


NORTH ELEVATION

MATERIAL LEGEND

1. Exterior Plaster 16/20
2. Exterior Plaster Smooth Finish
3. Wood Framed Canopy
4. Glass Panel Metal Railings
5. Metal Mesh Screen System
6. Vinyl Windows
7. Stone Veneer
8. Aluminum Storefront System
9. Metal Door
10. Metal Roll-up Door

KEY MAP



CONCEPTUAL BUILDING ELEVATIONS

A10.1

1355 CALIFORNIA CIRCLE

MILPITAS, CALIFORNIA

THE PACIFIC COMPANIES

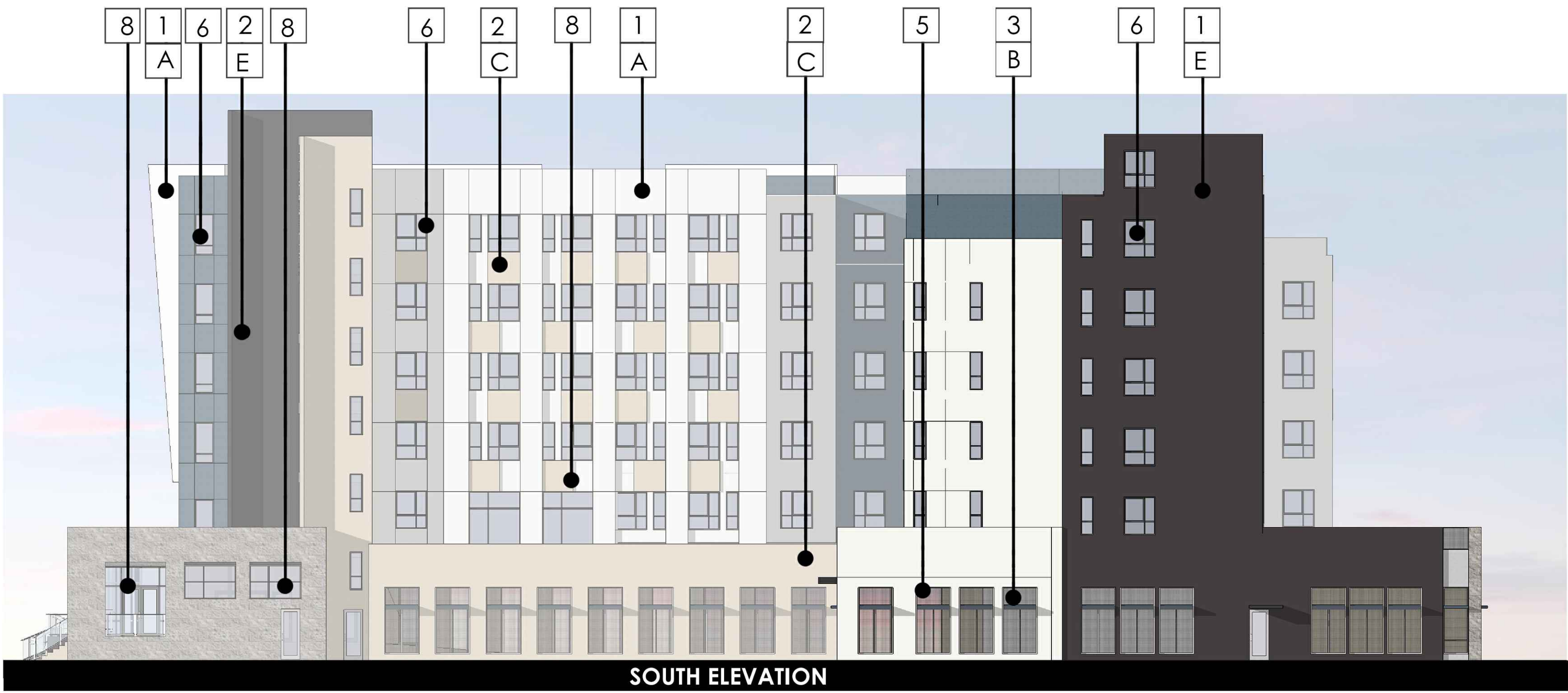
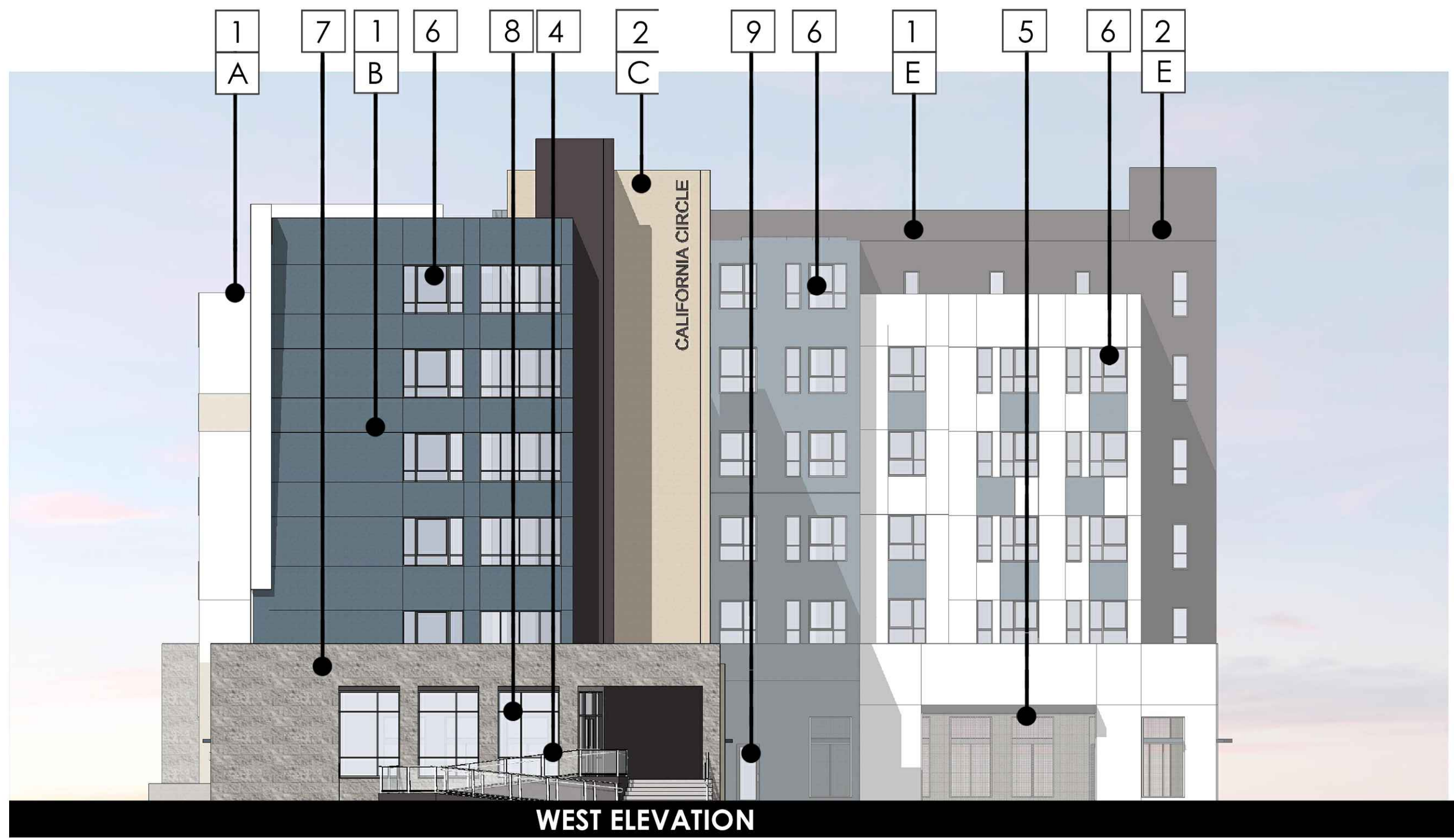
520 CAPITOL MALL, SUITE 150, SACRAMENTO, CA 95814

DATE: 07-31-23
JOB NO.: 2022-218

AO ARCHITECTS

144 NORTH ORANGE ST., ORANGE, CA 92866
(714) 639-9860





SCHEME 1

A SHERWIN WILLIAMS (OR EQUAL)
HIGH REFLECTIVE WHITE SW 7757

B SHERWIN WILLIAMS (OR EQUAL)
SMOKY BLUE SW7604

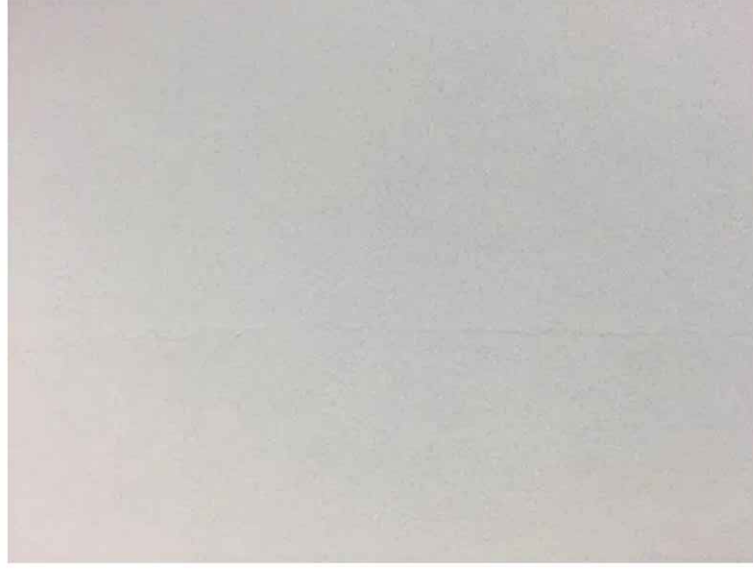
C SHERWIN WILLIAMS (OR EQUAL)
STUCCO SW7569

D SHERWIN WILLIAMS (ALTERNATIVE TO 'A')
ONLINE SW7072

E SHERWIN WILLIAMS (OR EQUAL)
DARKROOM SW7083



1 EXTERIOR PLASTER
WALL W/ SCORED LINES
-TO MATCH PAINT SPECS



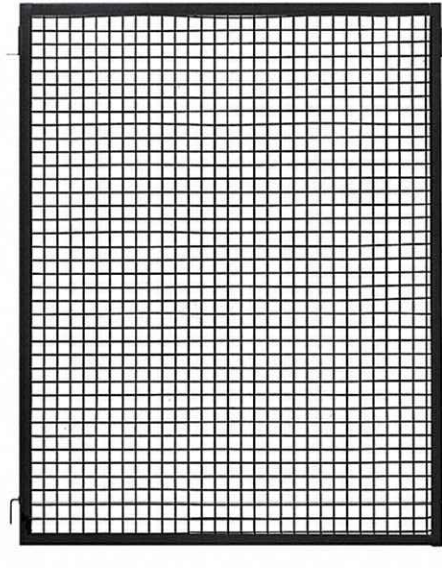
2 EXTERIOR PLASTER SMOOTH
-TO MATCH PAINT SPECS



3 WOOD CANOPY
-TO MATCH PAINT SPECS



4 METAL RAILING W/ GLASS PANEL



5 METAL MESH SCREEN SYSTEM



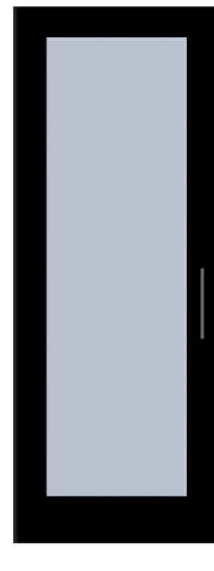
6 VINYL WINDOW
-COLOR TO MATCH PAINT
SPEC G



7 STONE VENEER
CORONADO STONE, SILVER ASH



8 ALUMINUM STOREFRONT
SYSTEM



9 METAL DOOR



10 METAL GARAGE DOOR

1/8"=1'-0" 0 4' 8' 16' 24'

COLOR & MATERIAL BOARD

A11.0

1355 CALIFORNIA CIRCLE

MILPITAS, CALIFORNIA

THE PACIFIC COMPANIES

520 CAPITOL MALL, SUITE 150, SACRAMENTO, CA 95814

DATE: 07-31-23
JOB NO.: 2022-218

AO ARCHITECTS

144 NORTH ORANGE ST., ORANGE, CA 92866
(714) 639-9860





REFER TO SHEET
L-3 FOR PASEO
ENLARGEMENTS

REFER TO SHEET L-2
FOR AMENITY AREA
ENLARGEMENT

PRELIMINARY LEGEND

- 1 CONCRETE WALK, TYP.
- 2 SCORE LINE, TYP.
- 3 ENHANCED SCORED CONCRETE PAVING
- 4 CONCRETE DRIVEWAY
- 5 SOUND WALL
- 6 RETAINING WALL WITH 6' HIGH WOOD FENCE
- 7 LOW RETAINING WALL, TYP.
- 8 CONCRETE STEPS, TYP.
- 9 WOOD A.C. UNIT SCREEN, TYP.
- 10 DIRECTORY / MAP SIGN
- 11 MAILBOX ENCLOSURE WITH TRELLIS
- 12 PASEO ENTRYWAY TRELLIS
- 13 SHADE SAIL STRUCTURE
- 14 CURVED SEAT WALL WITH STONE VENEER
- 15 PLAYGROUND WITH RUBBERIZED SURFACE
- 16 TRASH AND RECYCLING RECEPTACLES
- 17 (5) 6' LONG BENCH WITH BACK
- 18 (3) PICNIC TABLE
- 19 PLANTING AREA, TYP.
- 20 TURF AREA, TYP.
- 21 BIO-RETENTION AREA, TYP.
- 22 PAVING, LOW-GROWING GROUNDCOVER, OR TURF AT LADDER PADS, TYP.
- 23 (14) BIKE RACK
- 24 CALIFORNIA CIRCLE R.O.W. LANDSCAPE PLANTING & STREET TREES PER CITY STANDARDS
- 25 BOLLARD LIGHTS PER LIGHTING CONSULTANT
- 26 POST TOP LIGHTS PER LIGHTING CONSULTANT
- 27 METAL FENCE ON RETAINING WALL

OPEN SPACE CALCULATIONS

PARK:	13,880 SF
PASEOS:	19,265 SF
OTHER LANDSCAPE AREAS:	31,475 SF
PRIVATE OPEN SPACE: (BALCONY / PORCH) - 12-PLEX (8 BLDGS) - 7-PLEX (5 BLDGS)	9,376 SF TOTAL 1,790 SF TOTAL
APARTMENTS OPEN SPACE: - PODIUM DECK 1: - PODIUM DECK 2:	820 SF 3,900 SF
TOTAL OPEN SPACE:	80,506 (30% OF TOTAL SITE)

IRRIGATION NOTES

1. THE IRRIGATION DESIGN FOR THE SITE SHALL COMPLY WITH THE STATE MANDATED MODEL WATER EFFICIENT LANDSCAPE ORDINANCE (MWELO).
2. THE IRRIGATION SYSTEMS WILL BE AUTOMATICALLY CONTROLLED BY AN ET/SMART IRRIGATION CONTROLLER CAPABLE OF MULTIPLE PROGRAMMING AND INDEPENDENT TIMING OF INDIVIDUAL IRRIGATION SYSTEMS. THE CONTROLLER WILL HAVE A 24-HOUR CLOCK TO ALLOW MULTIPLE START TIMES AND REPEAT CYCLES TO ADJUST FOR SOIL PERCOLATION RATES.
3. THE IRRIGATION SYSTEMS WILL CONSIST PRIMARILY OF LOW VOLUME, LOW FLOW BUBBLERS FOR TREES, AND POINT SOURCE DRIP IRRIGATION FOR SHRUBS AND GROUNDCOVERS.
4. PLANTS WILL BE GROUPED ONTO SEPARATE VALVES ACCORDING TO SUN EXPOSURE AND WATER USE TO ALLOW FOR IRRIGATION APPLICATION BY HYDROZONE. THE IRRIGATION SCHEDULING WILL REFLECT THE REGIONAL EVAPO-TRANSPARATION RATES. THE ENTIRE SITE WILL BE DESIGNED TO RUN DURING NIGHTTIME HOURS WHEN IRRIGATION IS MOST EFFICIENT.
5. ALL MWELO DOCUMENTATION INCLUDING IRRIGATION PLANS, WATER USE CALCULATIONS AND CERTIFICATES SHALL BE SUBMITTED WITH THE LANDSCAPE IMPROVEMENT PLANS FOR REVIEW AND APPROVAL.

PLANTING NOTES

1. THE PLANTING DESIGN FOR THE SITE IS DROUGHT TOLERANT AND CONSISTS OF A BALANCE OF EVERGREEN AND DECIDUOUS PLANTING AS WELL AS NATIVE AND ORNAMENTAL PLANTING.
2. PROPOSED TREE LOCATIONS ARE BASED ON STANDARD JOINT TRENCH LOCATIONS. FINAL TREE LOCATIONS TO BE DETERMINED WHEN FINAL UTILITY LOCATIONS ARE PROVIDED. TREE PLACEMENT MAY BE ADJUSTED AND FINAL TREE COUNT MAY CHANGE.
3. ALL SHRUBS AND GROUNDCOVER MATERIAL SELECTED HAVE A WUCOLS WATER USE RATING OF VERY LOW TO MODERATE.
4. PROPOSED TREE CANOPIES ARE SHOWN AT 85% MATURE GROWTH DIAMETER IN ORDER TO ENSURE THERE IS SUFFICIENT ROOM FOR TREE GROWTH AND HEALTH.

TREE LEGEND

TREES	BOTANICAL NAME	COMMON NAME	CONT	WUCOLS IV	QTY
	ACER RUBRUM 'ARMSTRONG'	ARMSTRONG RED MAPLE	24"BOX	MOD	10
	DODONAEA VISCOSA 'PURPUREA'	STANDARD HOPSEED BUSH	15 GAL	LOW	35
	LAGERSTROEMIA X 'MUSKOGEE'	LAVENDER CRAPE MYRTLE	24"BOX	LOW	39
	LAGERSTROEMIA X 'NATCHEZ'	CRAPE MYRTLE	24"BOX	LOW	42
	LAGERSTROEMIA X 'TUSCARORA'	CRAPE MYRTLE CORAL PINK	24"BOX	LOW	30
	LAURUS NOBILIS 'SARATOGA'	SWEET BAY	36"BOX	LOW	4
	LOPHOSTEMON CONFERTUS	BRISBANE BOX	15 GAL	MOD	5
	PINUS CANARIENSIS	CANARY ISLAND PINE	15 GAL	LOW	4
	PISTACIA CHINENSIS 'KEITH DAVEY'	KEITH DAVEY CHINESE PISTACHE	24"BOX	LOW	13*
	PRUNUS CAROLINIANA 'BRIGHT 'N TIGHT'	STANDARD CAROLINA LAUREL	15 GAL	LOW	57
	QUERCUS AGRIFOLIA	COAST LIVE OAK	24"BOX	V. LOW	7
	RHAPHIOLEPIS INDICA 'MAJESTIC BEAUTY'	STANDARD INDIAN HAWTHORNE	15 GAL	LOW	33
	ULMUS PARVIFOLIA 'DRAKE'	DRAKE ELM	24"BOX	LOW	3
*OFFSITE TREES					
TOTAL PROPOSED ONSITE TREES					269



1355 CALIFORNIA CIRCLE
Milpitas, California

OVERALL LANDSCAPE PLAN
CONCEPTUAL LANDSCAPE PLAN
JULY 28, 2023

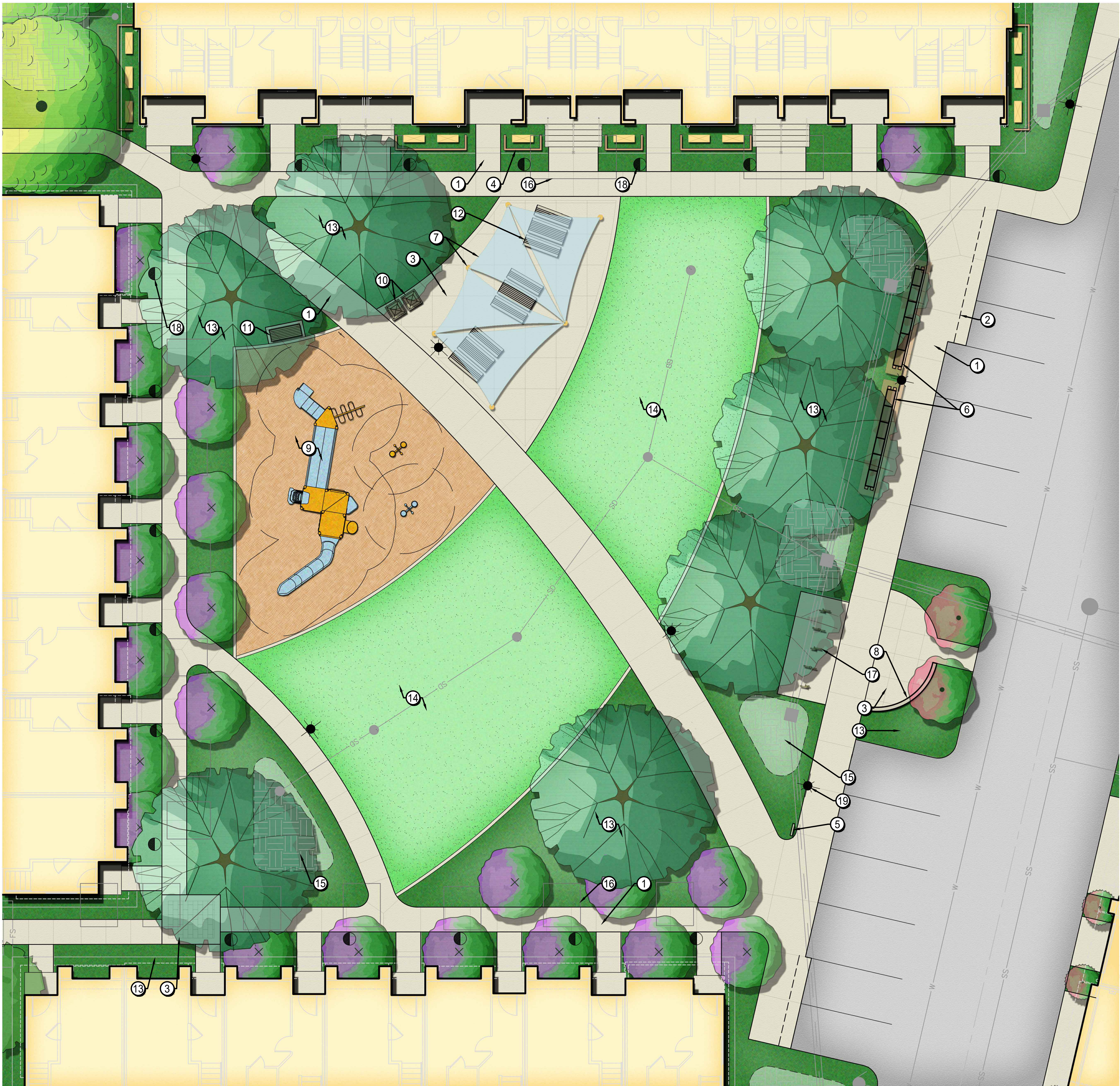
vanderToolen Associates
855 Bordeaux Way
Suite 240
Napa, CA 94558
tel: 707.224.2299
www.vandertoolen.com



0' 15' 30' 60'
SCALE: 1" = 30'-0"



L-1
Project No. 01522



PRELIMINARY

LEGEND

1

CONCRETE WALK, TYP.

2

SCORE LINE, TYP.

3

ENHANCED SCORED CONCRETE PAVING

4

WOOD A.C. UNIT SCREEN, TYP.

5

DIRECTORY / MAP SIGN

6

MAILBOX ENCLOSURE WITH TRELLIS

7

SHADE SAIL STRUCTURE

8

CURVED SEAT WALL WITH STONE VENEER

9

PLAYGROUND WITH RUBBERIZED SURFACE

10

TRASH AND RECYCLING RECEPTACLES

11

6' LONG BENCH WITH BACK

12

(3) PICNIC TABLE

13

PLANTING AREA, TYP.

14

TURF AREA, TYP.

15

BIO-RETENTION AREA, TYP.

16

PAVING, LOW-GROWING GROUNDCOVER, OR TURF AT LADDER PADS, TYP.

17

BIKE RACK

18

BOLLARD LIGHTS PER LIGHTING CONSULTANT

19

POST TOP LIGHTS PER LIGHTING CONSULTANT



1355 CALIFORNIA CIRCLE
Milpitas, California

AMENITIES AREA ENLARGEMENT
CONCEPTUAL LANDSCAPE PLAN
JULY 28, 2023

vanderToolen Associates
855 Bordeaux Way
Suite 240
Napa, CA 94558
tel: 707.224.2299
www.vandertoolen.com

VTA

0' 5' 10' 20'

SCALE: 1" = 10'-0"

NORTH

L-2

Project No. 01522

Copyright 2023 vanderToolen Associates. The drawings or written materials contained herein constitute the original and unpublished work of the landscape architect. Reproduction, use or alteration in any form is strictly prohibited without the written consent of vanderToolen Associates.

Page 543 of 707



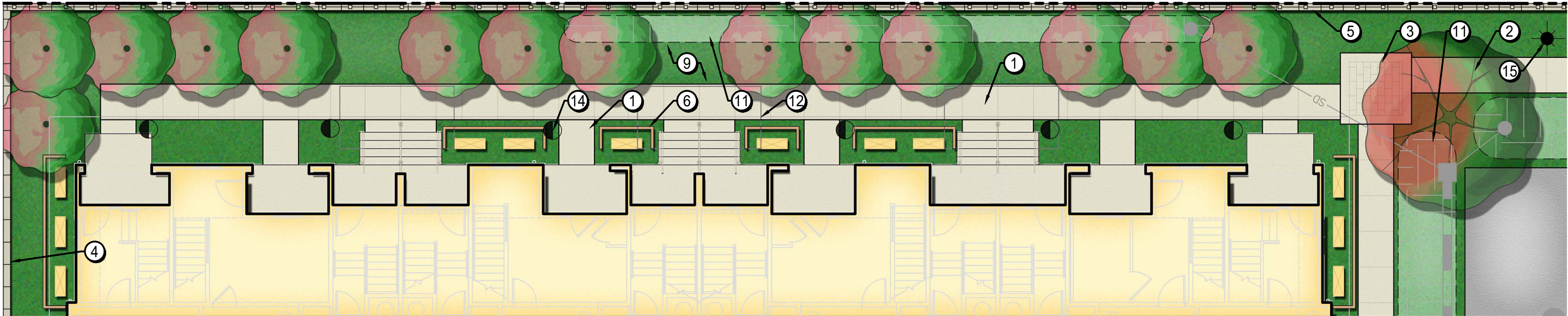
PASEO ENTRYWAY TRELLIS



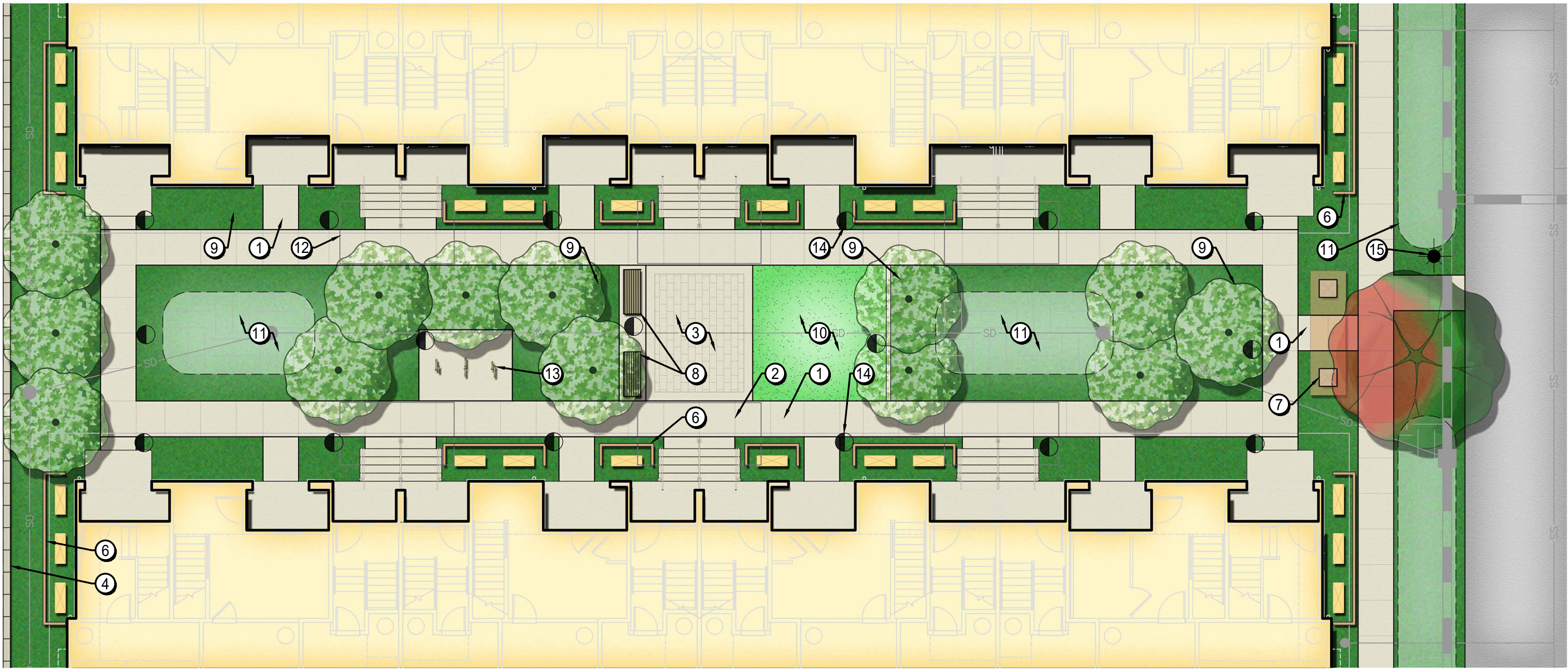
TYPICAL PASEO



BIKE RACKS



END PASEOS



CENTRAL PASEOS

PRELIMINARY

LEGEND

1

CONCRETE WALK, TYP.

2

SCORE LINE, TYP.

3

ENHANCED SCORED CONCRETE PAVING

4

SOUND WALL

5

RETAINING WALL WITH 6' HIGH WOOD FENCE

6

WOOD A.C. UNIT SCREEN, TYP.

7

PASEO ENTRYWAY TRELLIS

8

6' LONG BENCH WITH BACK

9

PLANTING AREA, TYP.

10

TURF AREA, TYP.

11

BIO-RETENTION AREA, TYP.

12

PAVING, LOW-GROWING GROUNDCOVER, OR TURF AT LADDER PADS, TYP.

13

BIKE RACK

14

BOLLARD LIGHTS PER LIGHTING CONSULTANT

15

POST TOP LIGHTS PER LIGHTING CONSULTANT



1355 CALIFORNIA CIRCLE
Milpitas, California

PASEO ENLARGEMENTS
CONCEPTUAL LANDSCAPE PLAN
JULY 28, 2023

vanderToolen Associates
855 Bordeaux Way
Suite 240
Napa, CA 94558
tel: 707.224.2299
www.vandertoolen.com

VTA

0' 5' 10' 20'

SCALE: 1" = 10'-0"

NORTH

L-3

Project No. 01522

Copyright 2023 vanderToolen Associates. The drawings or written materials contained herein constitute the original and unpublished work of the landscape architect. Reproduction, use or alteration in any form is strictly prohibited without the written consent of vanderToolen Associates.

Page 544 of 707



PARK & OPEN SPACE BENCH



ENHANCED SCORING



PASEO ENTRYWAY TRELLIS



PICNIC TABLES WITH WASTE RECEPTACLES



CURVED SEATWALL WITH STONE VENEER



METAL FENCE ON RETAINING WALL



MAILBOX ENCLOSURE WITH TRELLIS



SHADE STRUCTURE OVER PICNIC AREA



SHRUB PLANTING



TURF FOR RECREATIONAL ACTIVITIES



PLAY EQUIPMENT



WOOD FENCE ON RETAINING WALL



SOUND WALL



1355 CALIFORNIA CIRCLE
Milpitas, California

SITE AMENITIES IMAGERY
CONCEPTUAL LANDSCAPE PLAN
JULY 28, 2023

vanderToolen Associates
855 Bordeaux Way
Suite 240
Napa, CA 94558
tel: 707.224.2299
www.vandertoolen.com



L-4
Project No. 01522

TREE PALETTE

BOTANICAL NAME	COMMON NAME	SIZE	WUCOLS IV	SPACING
ACER RUBRUM 'ARMSTRONG'	ARMSTRONG RED MAPLE	24"BOX	MOD	15' o.c.
DODONAEA V. 'PURPUREA'	STANDARD HOPSEED BUSH	15 GAL	LOW	8' o.c.
LAGERSTROEMIA X 'MUSKOGEE'	LAVENDER CRAPE MYRTLE	24"BOX	LOW	15' o.c.
LAGERSTROEMIA X 'NATCHEZ'	CRAPE MYRTLE	24"BOX	LOW	15' o.c.
LAGERSTROEMIA X 'TUSCARORA'	CRAPE MYRTLE CORAL PINK	24"BOX	LOW	15' o.c.
LAURUS NOBILIS 'SARATOGA'	SWEET BAY	36"BOX	LOW	25' o.c.
LOPHOSTEMON CONFERTUS	BRISBANE BOX	15 GAL	MOD	25' o.c.
PINUS CANARIENSIS	CANARY ISLAND PINE	15 GAL	LOW	25' o.c.
PISTACIA CHINENSIS 'KEITH DAVEY'	KEITH DAVEY CHINESE PISTACHE	24"BOX	LOW	30' o.c.
PRUNUS CAROLINIANA 'BRIGHT 'N TIGHT'	STANDARD CAROLINA LAUREL	15 GAL	LOW	6' o.c.
QUERCUS AGRIFOLIA	COAST LIVE OAK	24"BOX	V. LOW	35' o.c.
RHAPHIOLEPIS INDICA 'MAJESTIC BEAUTY'	STANDARD INDIAN HAWTHORNE	15 GAL	LOW	6' o.c.
ULMUS PARVIFOLIA 'DRAKE'	DRAKE ELM	24"BOX	LOW	35' o.c.



ACER RUBRUM 'ARMSTRONG'



DODONAEA V. 'PURPUREA'



LAGERSTROEMIA X 'MUSKOGEE'



LAGERSTROEMIA X 'NATCHEZ'



LAGERSTROEMIA X 'TUSCARORA'



LAURUS NOBILIS 'SARATOGA'



LOPHOSTEMON CONFERTUS



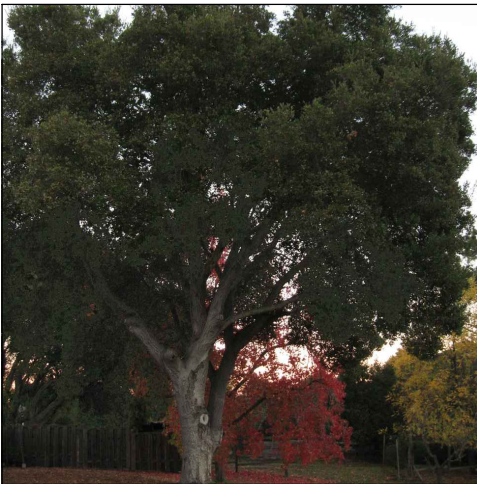
PINUS CANARIENSIS



PISTACIA CHINENSIS



PRUNUS C. 'BRIGHT 'N TIGHT'



QUERCUS AGRIFOLIA



RHAPHIOLEPIS I. 'MAJESTIC BEAUTY'



ULMUS PARVIFOLIA 'DRAKE'

SHRUB PALETTE

SHRUBS				
BOTANICAL NAME	COMMON NAME	SIZE	WUCOLS IV	SPACING
ACACIA COGNATA 'COUSIN ITT'	RIVER WATTLE	5 GAL	LOW	36" o.c.
ARCTOSTAPHYLOS D. 'HOWARD MCMINN'	HOWARD MCMINN MANZANITA	5 GAL	LOW	60" o.c.
CALLISTEMON CITRINUS 'LITTLE JOHN'	DWARF BOTTLE BRUSH	5 GAL	LOW	36" o.c.
CARPENTERIA CALIFORNICA	BUSH ANEMONE	5 GAL	LOW	48" o.c.
CEANOTHUS MARITIMUS 'VALLEY VIOLET'	MARITIME CEANOTHUS	5 GAL	LOW	36" o.c.
CEANOTHUS RIGIDUS 'SNOWBALL'	CEANOTHUS SNOWBALL	5 GAL	LOW	72" o.c.
DODONAEA VISCOSA 'PURPUREA'	PURPLE LEAFED HOPSEED BUSH	15 GAL	LOW	72" o.c.
EUONYMUS JAPONICUS 'GREENSPIRE'	GREENSPIRE UPRIGHT EUONYMUS	1 GAL	LOW	24" o.c.
GALVEZIA SPECIOSA 'BOCA ROSA'	ISLAND SNAPDRAGON	5 GAL	LOW	36" o.c.
GREVILLEA X 'NOELLI'	GREVILLEA	15 GAL	LOW	48" o.c.
HELIANTHEMUM N. 'HENFIELD BRILLIANT'	HENFIELD BRILLIANT ROCK ROSE	1 GAL	LOW	24" o.c.
JUNIPERUS CHINENSIS 'SEA GREEN'	SEA GREEN JUNIPER	5 GAL	LOW	48" o.c.
LAVATERA MARITIMA	TREE MALLOW	5 GAL	LOW	48" o.c.
LEUCOPHYLLUM FRUTESCENS 'COMPACTA'	COMPACT TEXAS RANGER	5 GAL	LOW	48" o.c.
LOROPETALUM C. 'PURPLE DIAMOND'	FRINGE FLOWER	5 GAL	LOW	48" o.c.
PHORMIUM TENAX 'FIREBIRD'	FIRE BIRD FLAX	5 GAL	LOW	48" o.c.
PHORMIUM X 'BLACK ADDER'	NEW ZEALAND FLAX	5 GAL	LOW	36" o.c.
PITTOSPORUM TOBIRA 'VARIEGATA'	VARIEGATED MOCK ORANGE	5 GAL	LOW	48" o.c.
RHAMNUS CALIFORNICA 'EVE CASE'	CALIFORNIA COFFEEBERRY	5 GAL	LOW	72" o.c.
ROSA CALIFORNICA	CALIFORNIA WILD ROSE	5 GAL	LOW	60" o.c.
SALVIA CLEVELANDII 'WINIFRED GILLMAN'	CLEVELAND SAGE	5 GAL	LOW	36" o.c.
SALVIA GREGGII 'PINK'	PINK AUTUMN SAGE	5 GAL	LOW	36" o.c.
SALVIA LEUCANTHA	MEXICAN BUSH SAGE	15 GAL	LOW	48" o.c.
SALVIA MICROPHYLLA 'HOT LIPS'	BABY SAGE	5 GAL	LOW	48" o.c.
TEUCRIUM FRUTICANS 'COMPACTA'	BUSH GERMANDER	5 GAL	LOW	36" o.c.
VIBURNUM DAVIDII	DAVID VIBURNUM	5 GAL	MOD	36" o.c.

GRASSES				
BOTANICAL NAME	COMMON NAME	SIZE	WUCOLS IV	SPACING
CALAMAGROSTIS X A. 'KARL FOERSTER'	FEATHER REED GRASS	5 GAL	LOW	24" o.c.
CAREX TESTACEA 'PRAIRIE FIRE'	PRAIRIE FIRE SEDGE	1 GAL	MOD	24" o.c.
HELIOTOTRICHON SEMPERVIRENS	BLUE CAT GRASS	1 GAL	LOW	36" o.c.
LEYMUS CONDENSATUS 'CANYON PRINCE'	NATIVE BLUE RYE	1 GAL	LOW	48" o.c.
LOMANDRA HYSTRIX 'TROPIC BELLE'	TROPIC BELLE MAT RUSH	1 GAL	LOW	30" o.c.
LOMANDRA LONGIFOLIA 'LIME TUFF'	LIME TUFF DWARF MAT RUSH	1 GAL	LOW	24" o.c.

PERENNIALS				
BOTANICAL NAME	COMMON NAME	SIZE	WUCOLS IV	SPACING
ACHILLEA MILLEFOLIUM 'TERRA COTTA'	TERRA COTTA YARROW	1 GAL	LOW	24" o.c.
DIETES VEGETA	AFRICAN IRIS	1 GAL	LOW	36" o.c.
ERIGERON KARVINSKIANUS	FLABIANE	1 GAL	LOW	36" o.c.
ERIOGONUM GRANDE RUBESCENS	RED BUCKWHEAT	1 GAL	LOW	24" o.c.
LIMONIUM PEREZII	STATICE	1 GAL	LOW	24" o.c.
MIMULUS X 'JELLY BEAN ORANGE'	ORANGE MONKEYFLOWER	1 GAL	LOW	12" o.c.
NANDINA DOMESTICA 'LEMON LIME'	LEMON LIME NANDINA	1 GAL	LOW	36" o.c.
NEPETA X FAASSENII 'SELECT BLUE'	CATMINT	1 GAL	LOW	24" o.c.
PENSTEMON H. 'MARGARITA BOP'	BEARD TONGUE	1 GAL	LOW	18" o.c.
SALVIA MICROPHYLLA 'BERZERKELEY'	BERZERKELEY SAGE	1 GAL	LOW	36" o.c.
SCAEVOLA AEMULA 'MAUVE CLUSTERS'	FAU FLOWER	1 GAL	LOW	36" o.c.
VERBENA LILACINA 'DE LA MINA'	LILAC VERBENA	1 GAL	LOW	30" o.c.
ZAUSCHNERIA C. 'SCHIEFFLIN'S CHOICE'	CALIFORNIA FUCHSIA	1 GAL	LOW	36" o.c.

BIORETENTION BASIN PLANTING				
BOTANICAL NAME	COMMON NAME	SIZE	WUCOLS IV	SPACING
CAREX TUMULICOLA	BERKELEY SEDGE	1 GAL	LOW	24" o.c.
CHONDROPETALUM TECTORUM	CAPE RUSH	5 GAL	LOW	36" o.c.
JUNCUS PATENS	CALIFORNIA GRAY RUSH	1 GAL	LOW	18" o.c.
LIPPIA NODIFLORA	KURAPIA	PLUGS	LOW	24" o.c.

BIORETENTION BANK/UPLAND PLANTING				
BOTANICAL NAME	COMMON NAME	SIZE	WUCOLS IV	SPACING
ARCTOSTAPHYLOS D. 'HOWARD MCMINN'	HOWARD MCMINN MANZANITA	5 GAL	LOW	60" o.c.
BOUTELOUA GRACILIS 'BLONDE AMBITION'	BLUE GRAMA	1 GAL	LOW	18" o.c.
DESCHAMPSIA CESPIITOSA	TUFTED HAIR GRASS	1 GAL	LOW	24" o.c.
ERIOGONUM LATIFOLIUM	COAST BUCKWHEAT	1 GAL	LOW	36" o.c.
FESTUCA IDAHOENSIS 'STONY CREEK'	IDAHO FESCUE	1 GAL	V. LOW	24" o.c.
MIMULUS AURANTIACUS	STICKY MONKEY FLOWER	5 GAL	V. LOW	36" o.c.
MUHLENBERGIA RIGENS	DEER GRASS	5 GAL	LOW	36" o.c.
SALVIA SONORIENSIS	CREeping SAGE	1 GAL	LOW	36" o.c.
SEDUM X 'AUTUMN JOY'	AUTUMN JOY SEDUM	1 GAL	LOW	18" o.c.



ACACIA C. 'COUSIN ITT'



ACHILLEA M. 'TERRA COTTA'



ARCTOSTAPHYLOS 'HOWARD MCMINN'



BOUTELOUA G. 'BLONDE AMBITION'



CALLISTEMON C. 'LITTLE JOHN'



CARPENTERIA CALIFORNICA



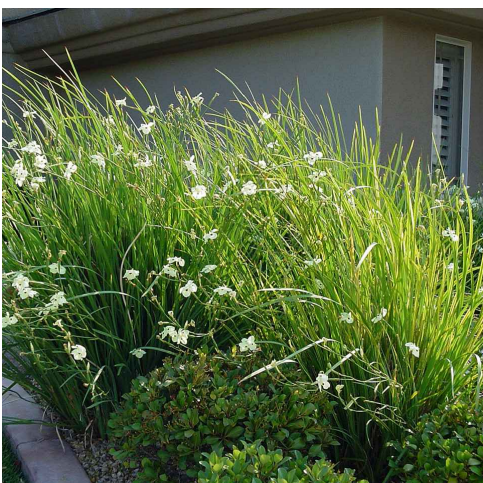
CEANOTHUS M. 'VALLEY VIOLET'



CHONDROPETALUM TECTORUM



DESCHAMPSIA CESPIITOSA



DIETES VEGETA



ERIGERON KARVINSKIANUS



ERIOGONUM GRANDE RUBESCENS



GREVILLEA X 'NOELLI'



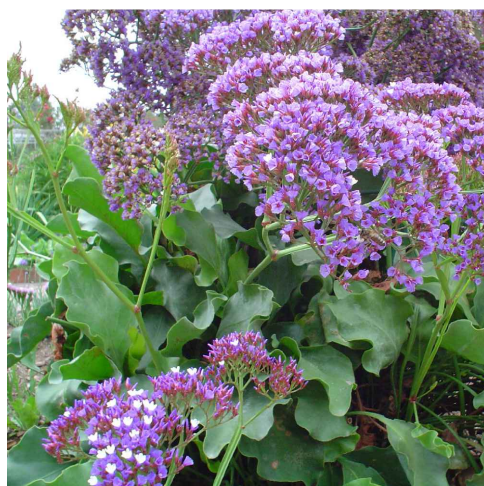
HELIOTOTRICHON SEMPERVIRENS



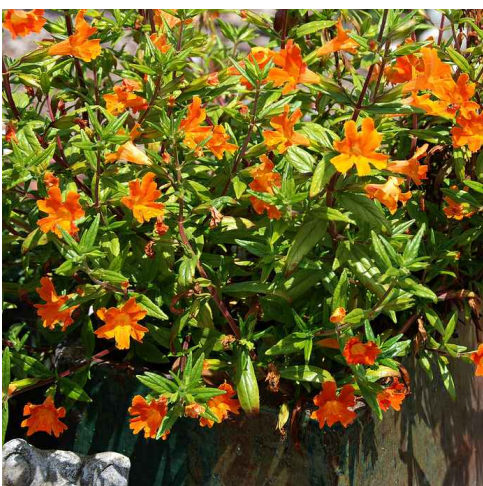
JUNIPERUS C. 'SEA GREEN'



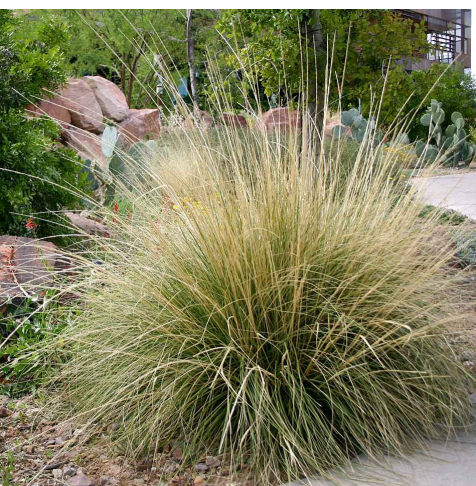
LAVATERA MARITIMA



LIMONIUM PEREZII



MIMULUS X 'JELLY BEAN ORANGE'



MUHLENBERGIA RIGENS



PENSTEMON H. 'MARGARITA BOP'



PHORMIUM TENAX 'FIREBIRD'



SALVIA LEUCANTHA



SCAEVOLA A. 'MAUVE CLUSTERS'



VERBENA L. 'DE LA MINA'



1355 CALIFORNIA CIRCLE
Milpitas, California

PLANT IMAGERY
CONCEPTUAL LANDSCAPE PLAN
JULY 28, 2023

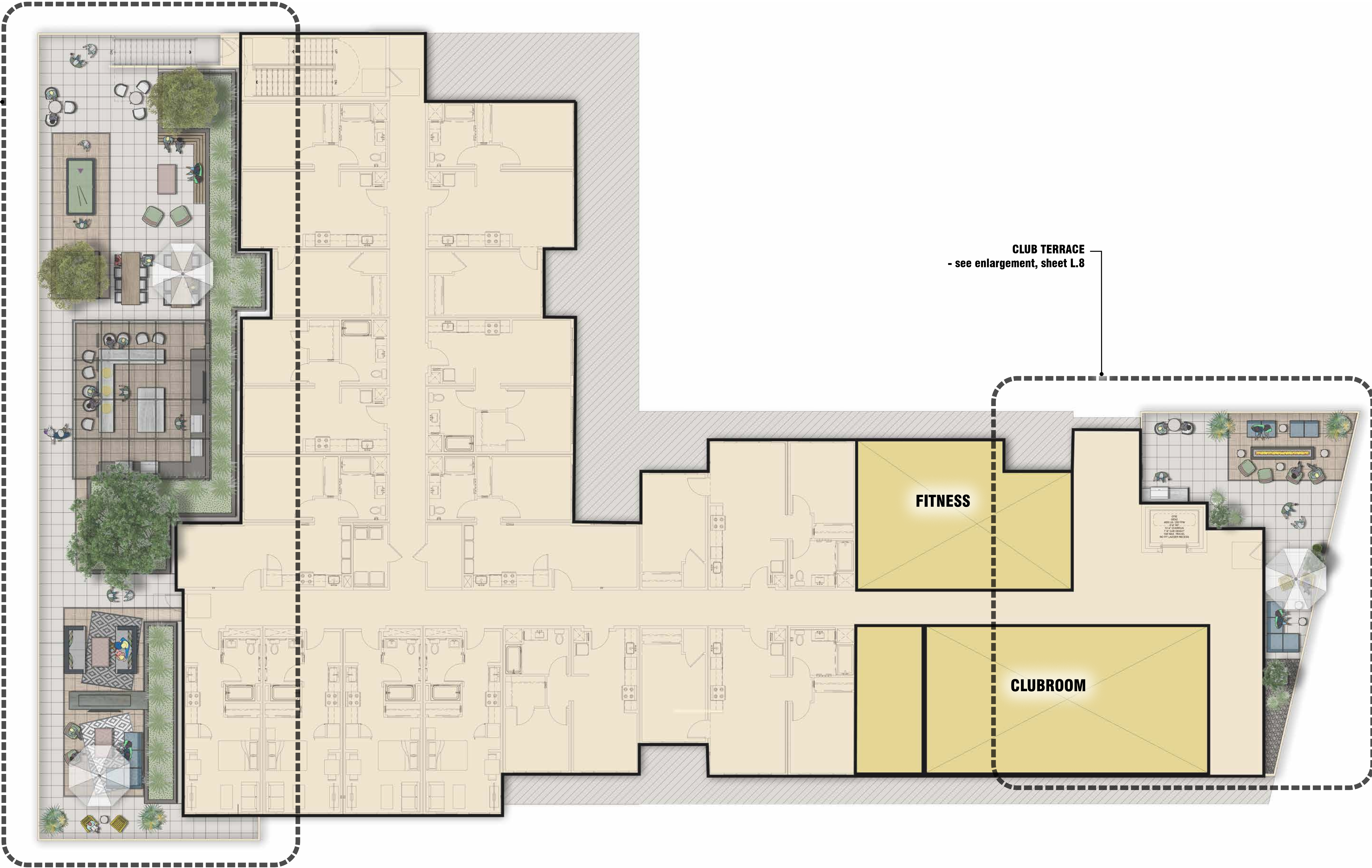
vanderToolen Associates
855 Bordeaux Way
Suite 240
Napa, CA 94558
tel: 707.224.2299
www.vandertoolen.com

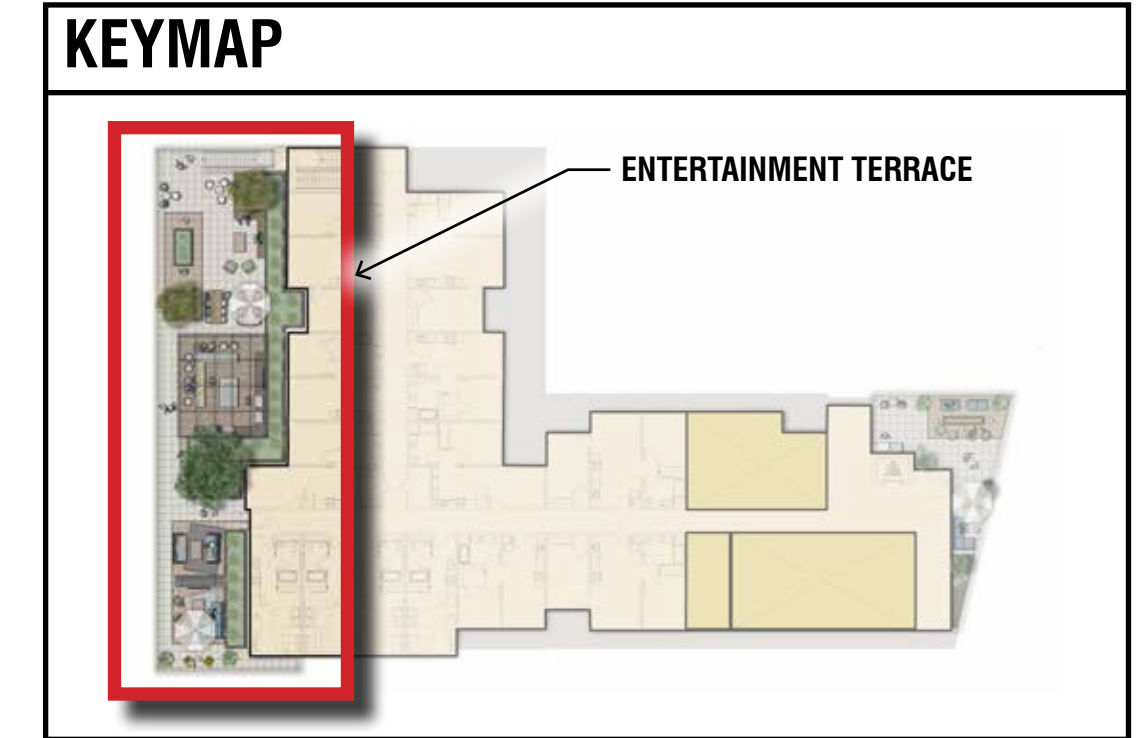
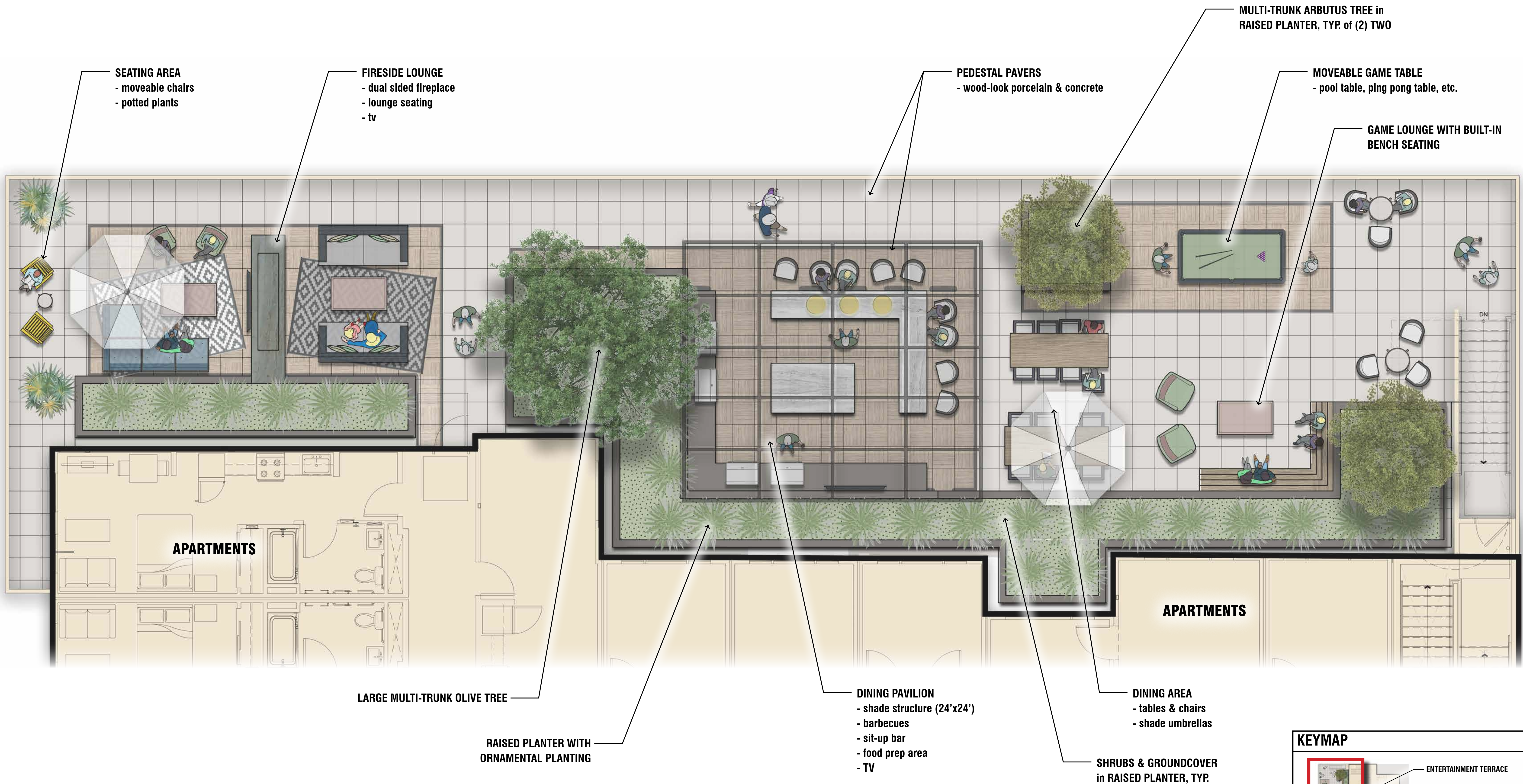


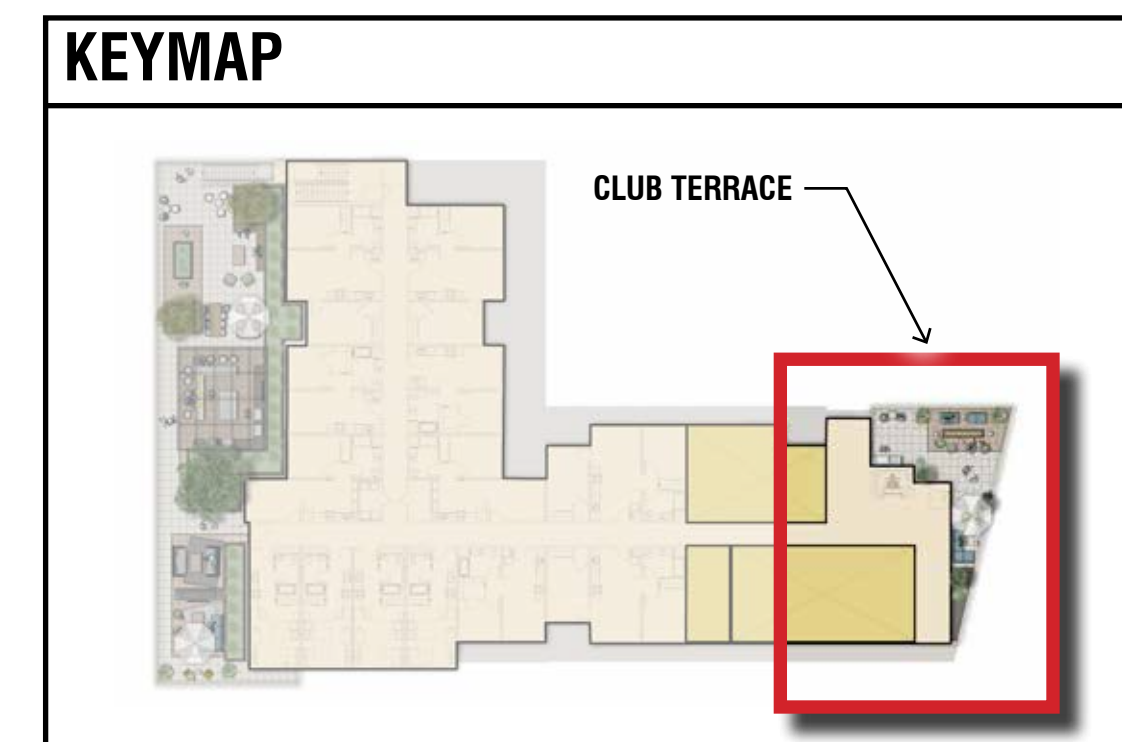
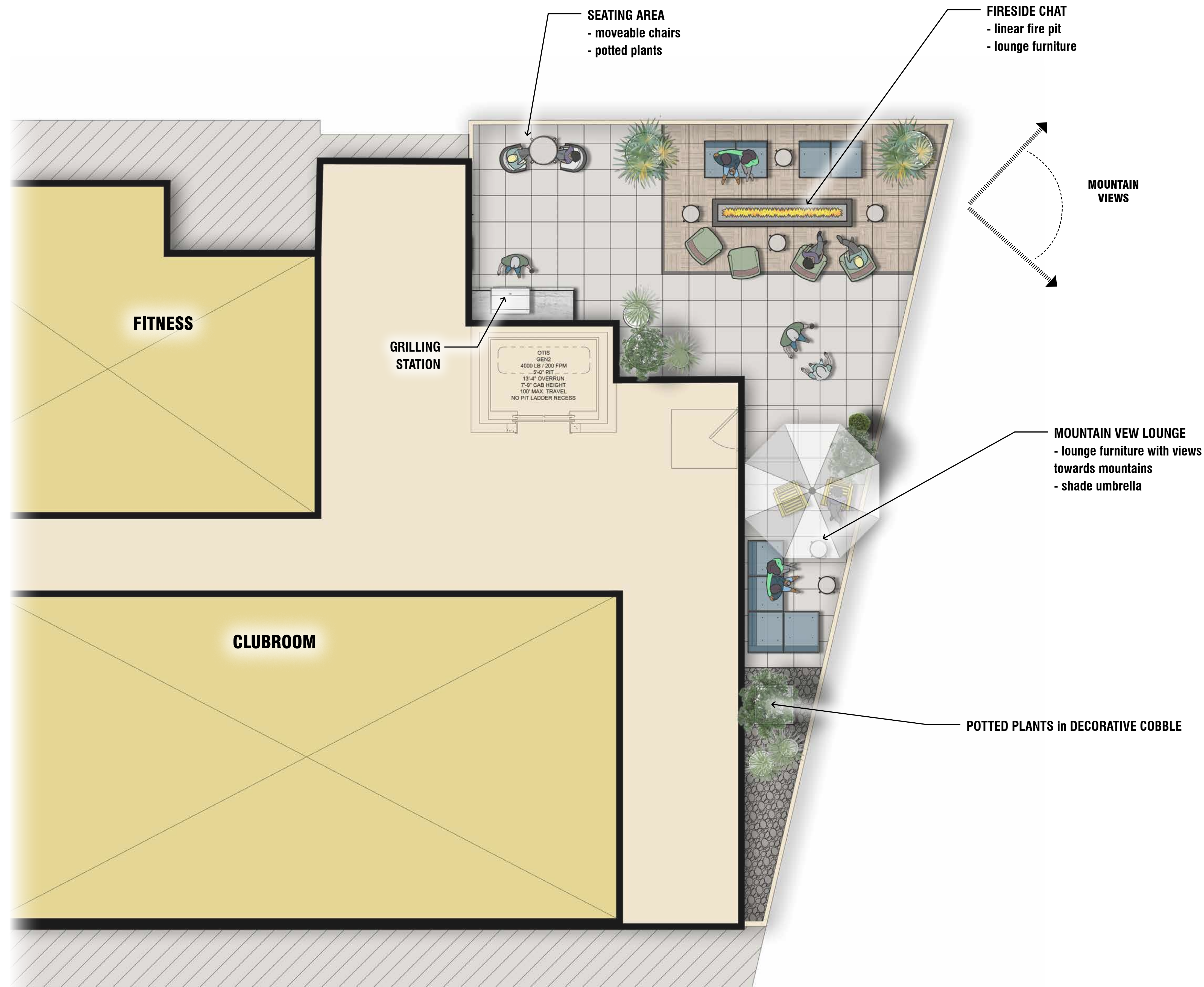
L-5
Project No. 01522

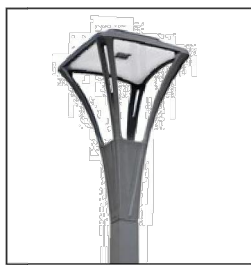
ENTERTAINMENT TERRACE
- see enlargement, sheet L.7

CLUB TERRACE
- see enlargement, sheet L.8





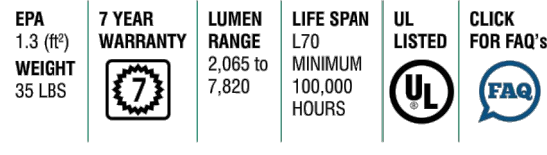




ML660 MILLENIA SERIES

LED

EPA 1.3 (ft) WEIGHT 35 LBS	7 YEAR WARRANTY	LUMEN RANGE 2,065 to 7,820	LIFE SPAN L70 MINIMUM 100,000 HOURS	UL LISTED	CLICK FOR FAQ's
-------------------------------------	--------------------	-------------------------------------	---	--------------	--------------------



JOB NAME
FIXTURE TYPE
MEMO

BUILD A PART NUMBER											
ORDERING EXAMPLE: PT-ML660-12L40T3-MDL018-SV1-FHD-BLOC/4SQ12-125/UGMT											
Mounting Config.	Fixture	LED	CCT	Distribution Type	Driver	Lens	Option Fuse	Option House Side Shield	Arm See Arm Spec Sheet	Pole See Pole Spec Sheet	Finish
PT	12L	40	T2		MDL008	1A		BLOC			

Mounting Configuration
(Click here to link to mounting configuration specification page)
• IW • 2A • 3A90 • 1AM
• PT • 2A90 • 3APT • 2AM
• 1A • 2APT • 4A
• 1APT • 3A • 4APT
W-Wall Mount A-Arm Mount AM-Arm Mid-Mount

Fixture
• ML660

LED
• 24L • 16L • 12L

CCT - Color Temperature (K)
• 2700 • 3000 • 3500
• 4000 • 5000

Distribution Type
• T2 • T3 • T4 • T5

Driver
• MDL018 (120V-277V, 180mA)
• MDH018 (120V-480V, 180mA)
• MDL014 (120V-277V, 140mA)
• MDH014 (120V-480V, 140mA)
• MDL008 (120V-277V, 80mA)
• MDH008 (120V-277V, 80mA)
• MDH008 (120V-480V, 80mA)
• MDH008 (120V-480V, 80mA)

1 16L or 12L system only.
2 24L or 12L system only.
3 12L system only.

Lens
• CA (Clear Acrylic)
• SV1 (Flat Soft Vue Light Diffused Acrylic)
• SV2 (Flat Soft Vue Moderate Diffused Acrylic)

Options (Click here to view accessories sheet)
• RHDP Double Fuse and Holder
• HSS External 120° House Side Shield
• BLOC Back Light Optical Control
*Ships loose for installation in base

Arm (Click here to view arm website page)
See Arms & Wall Brackets specification sheets.
• 480

Pole (Click here to link to pole specification page)
See Pole specification sheets.

Finish
(Click here to link to mounting configuration specification page)
Standard Urban Finishes (Click here to view paint finish sheet)
• UGMT Gun Metal Textured
• UGM Gun Metal Matte
• UBT Urban Bronze Textured
• UB Urban Bronze Matte
• USLT Urban Silver Textured
• USL Urban Silver Matte
• UWH Urban White Textured
• UWH Urban White Matte
• BKT Black Textured

Custom Urban Finishes
• CM Custom Match
*Smooth finishes are available upon request.

Specifications

Fixture

The medium scale ML660 Millenia® post top luminaire is a breakthrough in modern area lighting technology. Its new world urban design transcends traditional lighting convention by seamlessly interweaving form and function to yet another level. Our connective AAD™ "Advanced Air-flow Dynamics" maximizes heat sink expulsion to deliver unsurpassed thermal management for long-life LED performance and energy efficiency. Available with a myriad of options, the Millenia is perfect for commercial, institutional and municipal markets. The cast aluminum splitter slips a 3" OD x 3" tall tenon. The Luminaire shall be UL listed in US and Canada.

LEDs

The luminaire shall use high output, high brightness LEDs. They shall be mounted in arrays, on printed circuit boards designed to maximize heat transfer to the heat sink surface. The arrays shall be roof mounted to minimize up-light. The LED's and printed circuit boards shall be 100% recyclable; they shall also be protected from moisture and corrosion by a conformal coating. They shall not contain lead, mercury or any other hazardous

substances and shall be RoHS compliant. The LED life rating data shall be determined in accordance with IESNA LM-80. The High Performance white LED's will have a life expectancy of approximately 100,000 hours with not less than 70% of original brightness (lumen maintenance), rated at 25°C. The High Brightness, High Output LED's shall be 5000K (4500K, 3000K, 3500K or 2700K option) color temperature with a minimum CRI of 70. Consult factory for custom color CCT. The luminaire shall have a minimum _____ (see table) delivered initial lumen rating when operated at steady state with an average ambient temperature of 25°C (77°F).

Optics

The luminaire shall be provided with refractor type optics applied to each LED array. The luminaire shall provide Type _____ (2, 3, 4 or 5) light distribution per the IESNA classifications. Testing shall be done in accordance with IESNA LM-79.

BLOC Optic: An optional "Back Light Optical Control" shield can be provided at the factory. This is an internal optic level "House Side Shield" offering significantly reduced backlight and glare while maintaining the original design aesthetics of the luminaire.

Electronic Drivers

The LED driver shall be UL Recognized. It shall be securely mounted inside the fixture, for optimized performance and longevity. It shall be supplied with a quick-disconnect electrical connector on the power supply, providing easy power connections and fixture installation. It shall have overload, overheat and short circuit protection, and have a DC voltage output, constant current design, 50/60Hz. It shall be supplied with line-ground, line-neutral and neutral-ground electrical surge protection in accordance with IEEE/ANSI C62.41.2 guidelines. It shall be a high efficiency driver with a THD less than 20% and a high power factor greater than .9. It shall be dimming capable using a 0-10V signal, consult factory for more information.

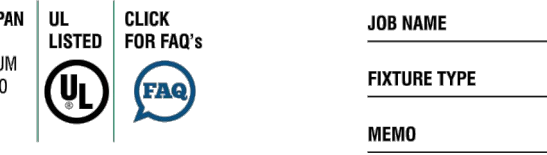
See next page



ML660 MILLENIA SERIES

LED

EPA 1.3 (ft) WEIGHT 35 LBS	7 YEAR WARRANTY	LUMEN RANGE 2,065 to 7,820	LIFE SPAN L70 MINIMUM 100,000 HOURS	UL LISTED	CLICK FOR FAQ's
-------------------------------------	--------------------	-------------------------------------	---	--------------	--------------------



JOB NAME
FIXTURE TYPE
MEMO

BUILD A PART NUMBER											
ORDERING EXAMPLE: PT-ML660-12L40T3-MDL018-SV1-FHD-BLOC/4SQ12-125/UGMT											
Mounting Config.	Fixture	LED	CCT	Distribution Type	Driver	Lens	Option Fuse	Option House Side Shield	Arm See Arm Spec Sheet	Pole See Pole Spec Sheet	Finish
PT	12L	40	T3	MDL008	1A			BLOC			

Mounting Configuration
(Click here to link to mounting configuration specification page)
• IW • 2A • 3A90 • 1AM
• PT • 2A90 • 3APT • 2AM
• 1A • 2APT • 4A
• 1APT • 3A • 4APT
W-Wall Mount A-Arm Mount AM-Arm Mid-Mount

Fixture
• ML660

LED
• 24L • 16L • 12L

CCT - Color Temperature (K)
• 2700 • 3000 • 3500
• 4000 • 5000

Distribution Type
• T2 • T3 • T4 • T5

Driver
• MDL018 (120V-277V, 180mA)
• MDH018 (120V-480V, 180mA)
• MDL014 (120V-277V, 140mA)
• MDH014 (120V-480V, 140mA)
• MDL008 (120V-277V, 80mA)
• MDH008 (120V-277V, 80mA)
• MDH008 (120V-480V, 80mA)
• MDH008 (120V-480V, 80mA)

1 16L or 12L system only.
2 24L or 12L system only.
3 12L system only.

Lens
• CA (Clear Acrylic)
• SV1 (Flat Soft Vue Light Diffused Acrylic)
• SV2 (Flat Soft Vue Moderate Diffused Acrylic)

Options (Click here to view accessories sheet)
• RHDP Double Fuse and Holder
• HSS External 120° House Side Shield
• BLOC Back Light Optical Control
*Ships loose for installation in base

Arm (Click here to view arm website page)
See Arms & Wall Brackets specification sheets.
• 480

Pole (Click here to link to pole specification page)
See Pole specification sheets.

Finish
(Click here to link to mounting configuration specification page)
Standard Urban Finishes (Click here to view paint finish sheet)
• UGMT Gun Metal Textured
• UGM Gun Metal Matte
• UBT Urban Bronze Textured
• UB Urban Bronze Matte
• USLT Urban Silver Textured
• USL Urban Silver Matte
• UWH Urban White Textured
• UWH Urban White Matte
• BKT Black Textured

Custom Urban Finishes
• CM Custom Match
*Smooth finishes are available upon request.

Specifications

Fixture

The medium scale ML660 Millenia® post top luminaire is a breakthrough in modern area lighting technology. Its new world urban design transcends traditional lighting convention by seamlessly interweaving form and function to yet another level. Our connective AAD™ "Advanced Air-flow Dynamics" maximizes heat sink expulsion to deliver unsurpassed thermal management for long-life LED performance and energy efficiency. Available with a myriad of options, the Millenia is perfect for commercial, institutional and municipal markets. The cast aluminum splitter slips a 3" OD x 3" tall tenon. The Luminaire shall be UL listed in US and Canada.

LEDs

The luminaire shall use high output, high brightness LEDs. They shall be mounted in arrays, on printed circuit boards designed to maximize heat transfer to the heat sink surface. The arrays shall be roof mounted to minimize up-light. The LED's and printed circuit boards shall be 100% recyclable; they shall also be protected from moisture and corrosion by a conformal coating. They shall not contain lead, mercury or any other hazardous

See next page



ML660 MILLENIA SERIES

LED

EPA 1.3 (ft) WEIGHT 35 LBS	7 YEAR WARRANTY	LUMEN RANGE 2,065 to 7,820	LIFE SPAN L70 MINIMUM 100,000 HOURS	UL LISTED	CLICK FOR FAQ's
-------------------------------------	--------------------	-------------------------------------	---	--------------	--------------------



JOB NAME
FIXTURE TYPE
MEMO

BUILD A PART NUMBER											
ORDERING EXAMPLE: PT-ML660-12L40T3-MDL018-SV1-FHD-BLOC/4SQ12-125/UGMT											
Mounting Config.	Fixture	LED	CCT	Distribution Type	Driver	Lens	Option Fuse	Option House Side Shield	Arm See Arm Spec Sheet	Pole See Pole Spec Sheet	Finish
PT	12L	40	T4	MDL008	1A			BLOC			

Mounting Configuration
(Click here to link to mounting configuration specification page)
• IW • 2A • 3A90 • 1AM
• PT • 2A90 • 3APT • 2AM
• 1A • 2APT • 4A
• 1APT • 3A • 4APT
W-Wall Mount A-Arm Mount AM-Arm Mid-Mount

Fixture
• ML660

LED
• 24L • 16L • 12L

CCT - Color Temperature (K)
• 2700 • 3000 • 3500
• 4000 • 5000

Distribution Type
• T2 • T3 • T4 • T5

Driver
• MDL018 (120V-277V, 180mA)
• MDH018 (120V-480V, 180mA)
• MDL014 (120V-277V, 140mA)
• MDH014 (120V-480V, 140mA)
• MDL008 (120V-277V, 80mA)
• MDH008 (120V-277V, 80mA)
• MDH008 (120V-480V, 80mA)
• MDH008 (120V-480V, 80mA)

1 16L or 12L system only.
2 24L or 12L system only.
3 12L system only.

Lens
• CA (Clear Acrylic)
• SV1 (Flat Soft Vue Light Diffused Acrylic)
• SV2 (Flat Soft Vue Moderate Diffused Acrylic)

Options (Click here to view accessories sheet)
• RHDP Double Fuse and Holder
• HSS External 120° House Side Shield
• BLOC Back Light Optical Control
*Ships loose for installation in base

Arm (Click here to view arm website page)
See Arms & Wall Brackets specification sheets.
• 480

Pole (Click here to link to pole specification page)
See Pole specification sheets.

Finish
(Click here to link to mounting configuration specification page)
Standard Urban Finishes (Click here to view paint finish sheet)
• UGMT Gun Metal Textured
• UGM Gun Metal Matte
• UBT Urban Bronze Textured
• UB Urban Bronze Matte
• USLT Urban Silver Textured
• USL Urban Silver Matte
• UWH Urban White Textured
• UWH Urban White Matte
• BKT Black Textured

Custom Urban Finishes
• CM Custom Match
*Smooth finishes are available upon request.

Specifications

Fixture

The medium scale ML660 Millenia® post top luminaire is a breakthrough in modern area lighting technology. Its new world urban design transcends traditional lighting convention by seamlessly interweaving form and function to yet another level. Our connective AAD™ "Advanced Air-flow Dynamics" maximizes heat sink expulsion to deliver unsurpassed thermal management for long-life LED performance and energy efficiency. Available with a myriad of options, the Millenia is perfect for commercial, institutional and municipal markets. The cast aluminum splitter slips a 3" OD x 3" tall tenon. The Luminaire shall be UL listed in US and Canada.

LEDs

The luminaire shall use high output, high brightness LEDs. They shall be mounted in arrays, on printed circuit boards designed to maximize heat transfer to the heat sink surface. The arrays shall be roof mounted to minimize up-light. The LED's and printed circuit boards shall be 100% recyclable; they shall also be protected from moisture and corrosion by a conformal coating. They shall not contain lead, mercury or any other hazardous

substances and shall be RoHS compliant. The LED life rating data shall be determined in accordance with IESNA LM-80. The High Performance white LED's will have a life expectancy of approximately 100,000 hours with not less than 70% of original brightness (lumen maintenance), rated at 25°C. The High Brightness, High Output LED's shall be 5000K (4500K, 3000K, 3500K or 2700K option) color temperature with a minimum CRI of 70. Consult factory for custom color CCT. The luminaire shall have a minimum _____ (see table) delivered initial lumen rating when operated at steady state with an average ambient temperature of 25°C (77°F).

Optics

The luminaire shall be provided with refractor type optics applied to each LED array. The luminaire shall provide Type _____ (2, 3, 4 or 5) light distribution per the IESNA classifications. Testing shall be done in accordance with IESNA LM-79.

BLOC Optic: An optional "Back Light Optical Control" shield can be provided at the factory. This is an internal optic level "House Side Shield" offering significantly reduced backlight and glare while maintaining the original design aesthetics of the luminaire.

Electronic Drivers

The LED driver shall be UL Recognized. It shall be securely mounted inside the fixture, for optimized performance and longevity. It shall be supplied with a quick-disconnect electrical connector on the power supply, providing easy power connections and fixture installation. It shall have overload, overheat and short circuit protection, and have a DC voltage output, constant current design, 50/60Hz. It shall be supplied with line-ground, line-neutral and neutral-ground electrical surge protection in accordance with IEEE/ANSI C62.41.2 guidelines. It shall be a high efficiency driver with a THD less than 20% and a high power factor greater than .9. It shall be dimming capable using a 0-10V signal, consult factory for more information.

See next page



800-621-3376
555 Lawrence Ave., Roselle, IL 60172
contactus@sternberglighting.com
www.sternberglighting.com

1001 STERNBERG LIGHTING, ALL RIGHTS RESERVED. PRINTED IN THE USA.



800-621-3376
555 Lawrence Ave., Roselle, IL 60172
contactus@sternberglighting.com
www.sternberglighting.com

1001 STERNBERG LIGHTING, ALL RIGHTS RESERVED. PRINTED IN THE USA.



800-621-3376
555 Lawrence Ave., Roselle, IL 60172
contactus@sternberglighting.com
www.sternberglighting.com

1001 STERNBERG LIGHTING, ALL RIGHTS RESERVED. PRINTED IN THE USA.



Urban
Classic Style
VBR
Bollard



LED

ClassicStyle outdoor urban bollard luminaires feature ClearGuide, a revolutionary, vertically-oriented light engine designed to reduce pixelation and glare.

Project: _____
Location: _____
Cat.No: _____
Type: _____ Qty: _____
Notes: _____

Ordering guide

example: VBR-15L100NW-G1-S-120-DE25-PH7-GY3TX

Luminaire	LED Module	Board Generation	Optical System	Voltage	Driver Options ¹	Bollard Options	Anchor Bolts	Bolt Circle	Finish
VBR	15L100NW	G1	3	120				23/4"	
VBR-ClassicStyle Bollard	15L100NW ^{1,3} 15L350NW 15L100NW ^{1,3} 15L350NW	G1 Gen1	3 ¹ Type III 5 Type V	120 208 240 277	AST Adjustable Start Time CLO Constant Light Output DALI Digitally Addressable Lighting Interface DIP Dimming Level determined by user Economy Profile DE25 DE50 DE75 Median Profile DM50 DM75 Safety Profile DS25 DS50 DS75 OTL Over The Life	MR ¹ Motion Re- sponse 28 180 Degrees OVR Dyadimmer override function PH7 Button Eye Photo Cell SP2 Surge Pro- tection, 20KV 20KA 120-277 HS ⁴ House Side Shield VPA Vandal proof hardware	3/8x1/2 4 Steel Anchor Bolts 3/8x1/2-G 4 Steel Anchor Bolts - Fully Galvanized	2 3/4" Cross Pattern	BESTX Textured Midnight Blue BESTX Textured Ocean Blue BESTX Textured Royal Blue BESTX Textured Sandstone BKT Textured Black BRTX Textured Bronze GNXT Surge Pro- tection, 20KV 20KA 120-277 HS ⁴ House Side Shield VPA Vandal proof hardware GNXT Textured Dark Forest Green GNXT Textured Green GR Gray Sandtex GYTX Textured Medium Gray RDXT Textured Burgundy RDXT Textured Scarlet TS Hammerstone Silver TG Hammerstone Gold WHTX Textured White

1. Luminaire always shipped with a dimmable 0-10V driver
2. 0-10V not available with all driver options not available.
3. MR Not available with Driver nor OVR options.
4. House Side Shield only available with Type 3.
5. MR Option not available.



Urban
Classic Style
VBR
Bollard



LED

ClassicStyle outdoor urban bollard luminaires feature ClearGuide, a revolutionary, vertically-oriented light engine designed to reduce pixelation and glare.

Project: _____
Location: _____
Cat.No: _____
Type: _____ Qty: _____
Notes: _____

Ordering guide

example: VBR-15L100NW-G1-S-120-DE25-PH7-GY3TX

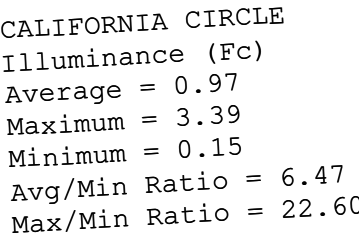
Luminaire	LED Module	Board Generation	Optical System	Voltage	Driver Options ¹	Bollard Options	Anchor Bolts	Bolt Circle	Finish
VBR	15L100NW	G1	5	120				23/4"	
VBR-ClassicStyle Bollard	15L100NW ^{1,3} 15L350NW 15L100NW ^{1,3} 15L350NW	G1 Gen1	3 ¹ Type III 5 Type V	120 208 240 277	AST Adjustable Start Time CLO Constant Light Output DALI Digitally Addressable Lighting Interface DIP Dimming Level determined by user Economy Profile DE25 DE50 DE75 Median Profile DM50 DM75 Safety Profile DS25 DS50 DS75 OTL Over The Life	MR ¹ Motion Re- sponse 28 180 Degrees OVR Dyadimmer override function PH7 Button Eye Photo Cell SP2 Surge Pro- tection, 20KV 20KA 120-277 HS ⁴ House Side Shield VPA Vandal proof hardware	3/8x1/2 4 Steel Anchor Bolts 3/8x1/2-G 4 Steel Anchor Bolts - Fully Galvanized	2 3/4" Cross Pattern	BESTX Textured Midnight Blue BESTX Textured Ocean Blue BESTX Textured Royal Blue BESTX Textured Sandstone BKT Textured Black BRTX Textured Bronze GNXT Surge Pro- tection, 20KV 20KA 120-277 HS ⁴ House Side Shield VPA Vandal proof hardware GNXT Textured Dark Forest Green GNXT Textured Green GR Gray Sandtex GYTX Textured Medium Gray RDXT Textured Burgundy RDXT Textured Scarlet TS Hammerstone Silver TG Hammerstone Gold WHTX Textured White

1. Luminaire always shipped with a dimmable 0-10V driver
2. 0-10V not available with all driver options not available.
3. MR Not available with Driver nor OVR options.
4. House Side Shield only available with Type 3.
5. MR Option not available.



Luminaire Schedule LED		
Project: 1355 CALIFORNIA CIRCLE		
Symbol	Arrangement	Description
	NEW LIGHT-CALIFORNIA CIR	LEOTEK 72W GCM1-60J-MV-40K-3R 8FT ARM 28" MH
	NEW POST TOP LIGHT	STERNBERG LIGHTING PT FIXTURE ML660 - TYPE 2, 3, AND TYPE 4 - SEE PLANS
	NEW BOLLARD LIGHT	LUMEC VBR - 15L100NW-G1 - TYPE 3 AND TYPE 5 - SEE PLANS
	NEW WALL PACK	GARCOO - 111L-16L-350-WW-G3-4 18W WALL SCONCE

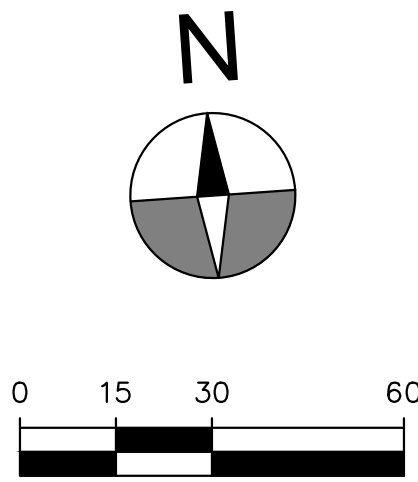
Calculation Summary					
Label	Avg	Max	Min	Avg/Min	Max/Min
ALLEY A	1.17	5.36	0.13	9.00	41.23
ALLEY B	1.22	5.01	0.16	7.63	31.31
ALLEY C	1.26	5.62	0.14	9.00	40.14
CALIFORNIA CIRCLE SIDEWALK 1	0.94	2.81	0.13	7.23	21.62
CALIFORNIA CIRCLE	0.97	3.39	0.15	6.47	22.60
PARK LIGHTING	1.40	8.24	0.19	7.37	43.37
PARKING LOT	1.12	4.41	0.06	18.67	73.50
PATHWAY A	1.88	17.51	0.10	18.80	175.10
PATHWAY B	1.37	8.57	0.10	13.70	85.70
PATHWAY C	1.24	9.02	0.04	31.00	225.50
PATHWAY D	1.32	7.65	0.06	22.00	127.50
PATHWAY E	1.31	8.64	0.02	65.50	432.00
PATHWAY F	0.81	1.17	0.67	1.21	1.75
STREET A	1.58	5.02	0.23	6.87	21.83
STREET B	0.92	3.82	0.13	7.08	29.38
STREET C	1.56	4.78	0.24	6.50	19.92
STREET D	1.27	3.99	0.44	2.89	9.07



Luminaire Schedule LED		
Project: 1355 CALIFORNIA CIRCLE		
Symbol	Arrangement	Description
	NEW LIGHT-CALIFORNIA CIR	LEOTEK 72W GCM1-60J-MV-40K-3R 8FT ARM 28" MH
	NEW POST TOP LIGHT	STERNBERG LIGHTING PT FIXTURE ML660 - TYPE 2, 3, AND TYPE 4 - SEE PLANS
	NEW BOLLARD LIGHT	LUMEC VBR - 15L100NW-G1 - TYPE 3 AND TYPE 5 - SEE PLANS
	NEW WALL PACK	GARDCO - 111L-16L-350-WW-G3-4 18W WALL SCONCE

Calculation Summary					
Label	Avg	Max	Min	Avg/Min	Max/Min
ALLEY A	1.17	5.36	0.13	9.00	41.23
ALLEY B	1.22	5.01	0.16	7.63	31.31
ALLEY C	1.26	5.62	0.14	9.00	40.14
CALIFORNIA CIRCLE SIDEWALK 1	0.94	2.81	0.13	7.23	21.62
CALIFORNIA CIRCLE	0.97	3.39	0.15	6.47	22.60
PARK LIGHTING	1.40	8.24	0.19	7.37	43.37
PARKING LOT	1.12	4.41	0.06	18.67	73.50
PATHWAY A	1.88	17.51	0.10	18.80	175.10
PATHWAY B	1.37	8.57	0.10	13.70	85.70
PATHWAY C	1.24	9.02	0.04	31.00	225.50
PATHWAY D	1.32	7.65	0.06	22.00	127.50
PATHWAY E	1.31	8.64	0.02	65.50	432.00
PATHWAY F	0.81	1.17	0.67	1.21	1.75
STREET A	1.58	5.02	0.23	6.87	21.83
STREET B	0.92	3.82	0.13	7.08	29.38
STREET C	1.56	4.78	0.24	6.50	19.92
STREET D	1.27	3.99	0.44	2.89	9.07

PRELIMINARY
NOT FOR CONSTRUCTION



VESTING TENTATIVE TRACT MAP

FOR CONDOMINIUM PURPOSES

REAL PROPERTY IN THE CITY OF MILPITAS, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

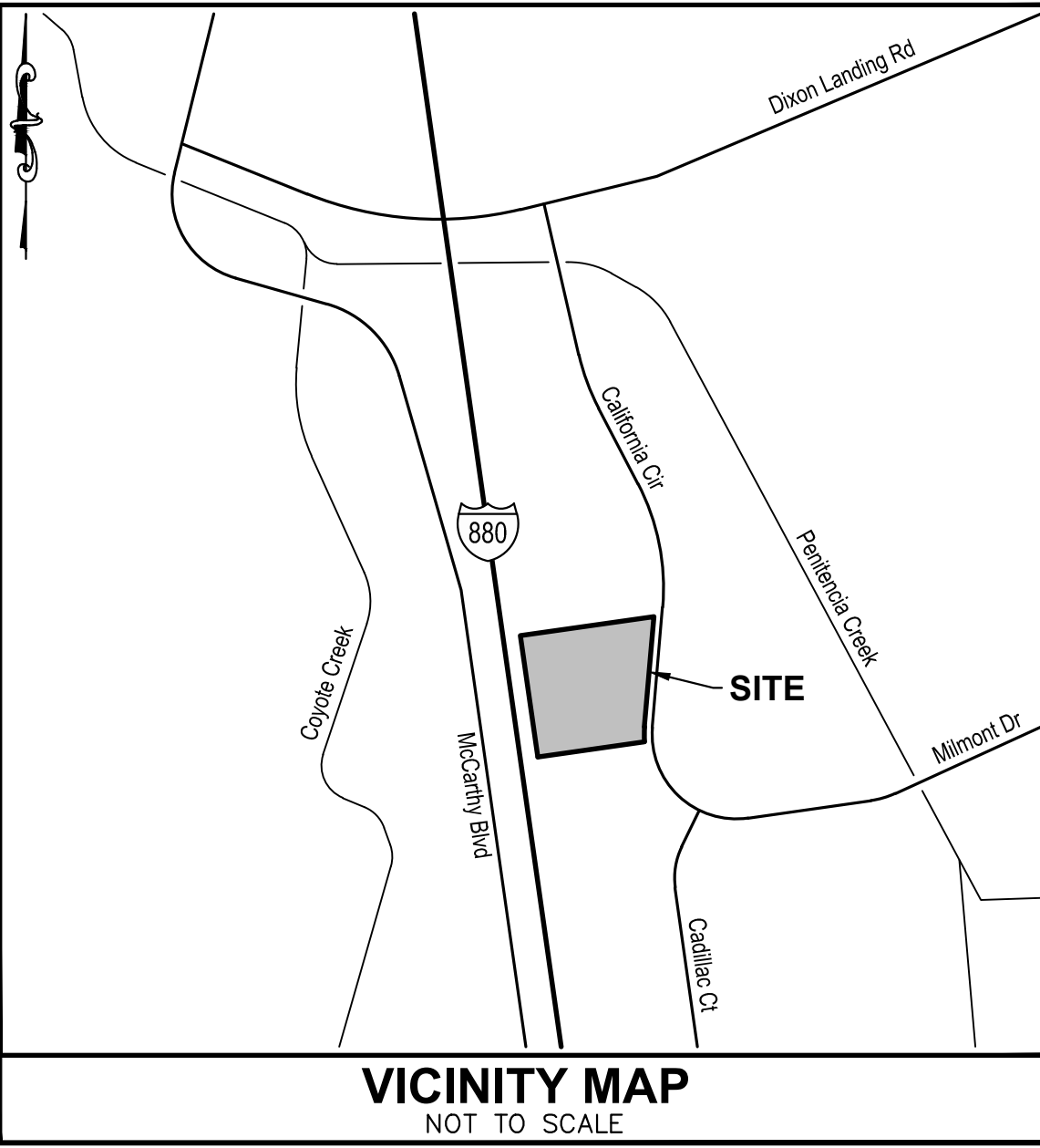
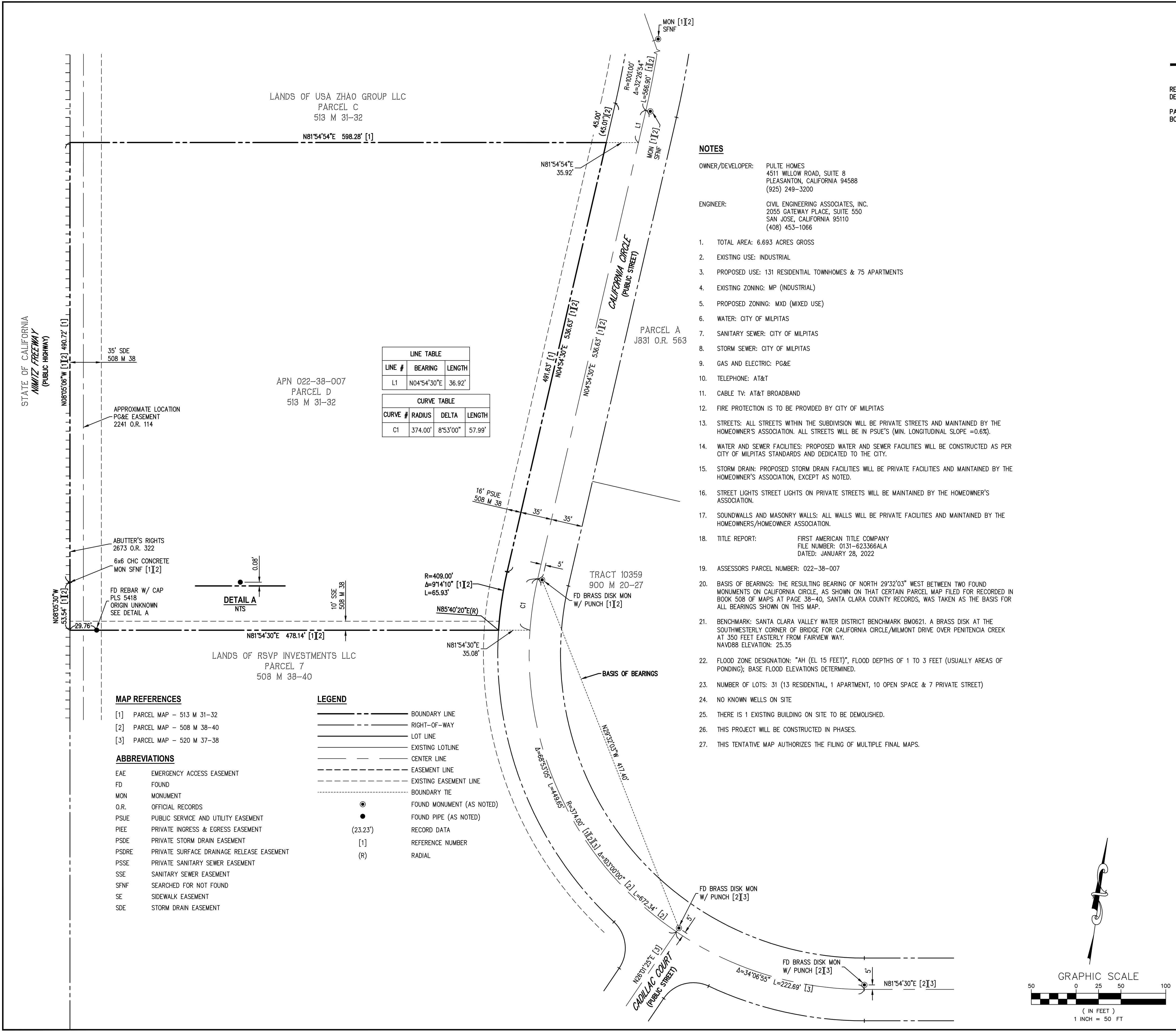
PARCEL D, SO DESIGNATED AND DELINEATED ON THE PARCEL MAP RECORDED JUNE 6, 1983 IN BOOK 513 OF MAPS, AT PAGES 31 AND 32, SANTA CLARA COUNTY RECORDS.

NOTES

OWNER/DEVELOPER: PULTE HOMES
4511 WILLOW ROAD, SUITE 8
PLEASANTON, CALIFORNIA 94588
(925) 249-3200

ENGINEER: CIVIL ENGINEERING ASSOCIATES, INC.
2055 GATEWAY PLACE, SUITE 550
SAN JOSE, CALIFORNIA 95110
(408) 453-1066

- TOTAL AREA: 6.693 ACRES GROSS
- EXISTING USE: INDUSTRIAL
- PROPOSED USE: 131 RESIDENTIAL TOWNHOMES & 75 APARTMENTS
- EXISTING ZONING: MP (INDUSTRIAL)
- PROPOSED ZONING: MXD (MIXED USE)
- WATER: CITY OF MILPITAS
- SANITARY SEWER: CITY OF MILPITAS
- STORM SEWER: CITY OF MILPITAS
- GAS AND ELECTRIC: PG&E
- TELEPHONE: AT&T
- CABLE TV: AT&T BROADBAND
- FIRE PROTECTION IS TO BE PROVIDED BY CITY OF MILPITAS
- STREETS: ALL STREETS WITHIN THE SUBDIVISION WILL BE PRIVATE STREETS AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION. ALL STREETS WILL BE IN PSUE'S (MIN. LONGITUDINAL SLOPE =0.6%).
- WATER AND SEWER FACILITIES: PROPOSED WATER AND SEWER FACILITIES WILL BE CONSTRUCTED AS PER CITY OF MILPITAS STANDARDS AND DEDICATED TO THE CITY.
- STORM DRAIN: PROPOSED STORM DRAIN FACILITIES WILL BE PRIVATE FACILITIES AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION, EXCEPT AS NOTED.
- STREET LIGHTS STREET LIGHTS ON PRIVATE STREETS WILL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
- SOUNDWALLS AND MASONRY WALLS: ALL WALLS WILL BE PRIVATE FACILITIES AND MAINTAINED BY THE HOMEOWNERS/HOMEOWNER ASSOCIATION.
- TITLE REPORT: FIRST AMERICAN TITLE COMPANY
FILE NUMBER: 0131-623366ALA
DATED: JANUARY 28, 2022
- ASSESSORS PARCEL NUMBER: 022-38-007
- BASIS OF BEARINGS: THE RESULTING BEARING OF NORTH 29°32'03" WEST BETWEEN TWO FOUND MONUMENTS ON CALIFORNIA CIRCLE, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORDED IN BOOK 508 OF MAPS AT PAGE 38-40, SANTA CLARA COUNTY RECORDS, WAS TAKEN AS THE BASIS FOR ALL BEARINGS SHOWN ON THIS MAP.
- BENCHMARK: SANTA CLARA VALLEY WATER DISTRICT BENCHMARK BM0621. A BRASS DISK AT THE SOUTHWESTERLY CORNER OF BRIDGE FOR CALIFORNIA CIRCLE/MILMONT DRIVE OVER PENITENCIA CREEK AT 350 FEET EASTERLY FROM FAIRVIEW WAY. NAVD88 ELEVATION: 25.35
- FLOOD ZONE DESIGNATION: "AH (EL 15 FEET)", FLOOD DEPTHS OF 1 TO 3 FEET (USUALLY AREAS OF PONDING); BASE FLOOD ELEVATIONS DETERMINED.
- NUMBER OF LOTS: 31 (13 RESIDENTIAL, 1 APARTMENT, 10 OPEN SPACE & 7 PRIVATE STREET)
- NO KNOWN WELLS ON SITE
- THERE IS 1 EXISTING BUILDING ON SITE TO BE DEMOLISHED.
- THIS PROJECT WILL BE CONSTRUCTED IN PHASES.
- THIS TENTATIVE MAP AUTHORIZES THE FILING OF MULTIPLE FINAL MAPS.



BY

REVISIONS

DATE

NO.

2055 Gateway Place
Suite 550
San Jose, CA 95110
T: (408) 453-1066

Civil Engineering Associates
Civil Engineers • Planners • Surveyors

PREPARED FOR:

4511 Willow Road, Suite 8
Pleasanton, CA 94588
Phone 925/249-3200 Fax 925/485-0291

VESTING TENTATIVE MAP
1355 CALIFORNIA CIRCLE

MILPITAS
CALIFORNIA

DATE 10/5/2023
SCALE 1"=50'
DESIGNED AT
DRAWN CH
JOB NO. 20-158
SHEET

TM1
1 OF 2 SHEETS

VESTING TENTATIVE TRACT MAP

FOR CONDOMINIUM PURPOSES

REAL PROPERTY IN THE CITY OF MILPITAS, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

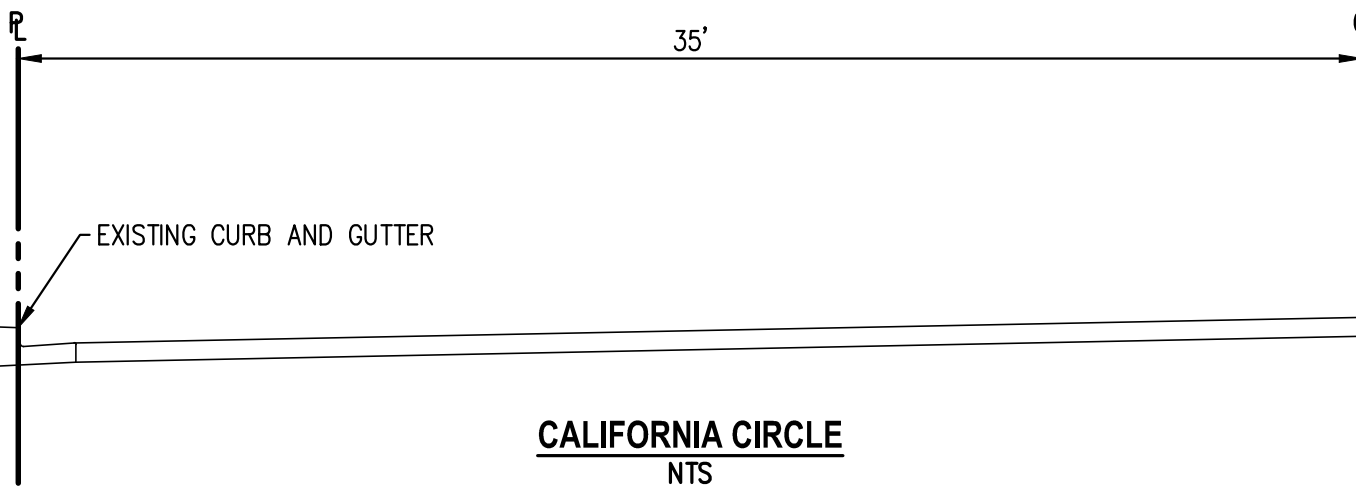
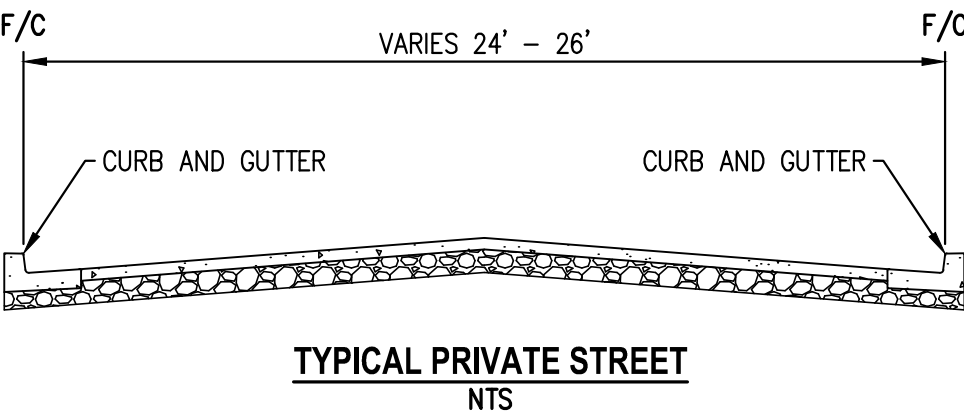
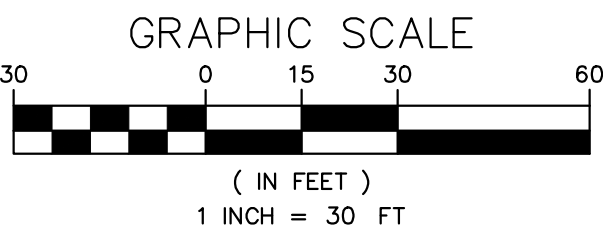
PARCEL D, SO DESIGNATED AND DELINEATED ON THE PARCEL MAP RECORDED JUNE 6, 1983 IN BOOK 513 OF MAPS, AT PAGES 31 AND 32, SANTA CLARA COUNTY RECORDS.

ABBREVIATIONS

EAE	EMERGENCY ACCESS EASEMENT
FD	FOUND
MON	MONUMENT
O.R.	OFFICIAL RECORDS
PSUE	PUBLIC SERVICE AND UTILITY EASEMENT
PIEE	PRIVATE INGRESS & EGRESS EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
PSDRE	PRIVATE SURFACE DRAINAGE RELEASE EASEMENT
PSSE	PRIVATE SANITARY SEWER EASEMENT
SSE	SANITARY SEWER EASEMENT
SNFN	SEARCHED FOR NOT FOUND
SE	SIDEWALK EASEMENT
SDE	STORM DRAIN EASEMENT

LEGEND

---	BOUNDARY LINE
- - - -	RIGHT-OF-WAY
---	LOT LINE
---	EXISTING LOTLINE
---	CENTER LINE
---	EASEMENT LINE
- - - -	EXISTING EASEMENT LINE
---	BOUNDARY TIE
●	FOUND MONUMENT (AS NOTED)
●	FOUND PIPE (AS NOTED)
(23.23')	RECORD DATA
[1]	REFERENCE NUMBER
(R)	RADIAL



BY

REVISIONS

NO.

DATE

2055 Gateway Place
Suite 550
San Jose, CA 95110
T: (408) 453-1066

Civil Engineering Associates

Civil Engineers • Planners • Surveyors

PREPARED FOR:

4511 Willow Road, Suite 8
Milpitas, CA 95035
Phone 925/249-5200 Fax 925/485-0291

PulteGroup

VESTING TENTATIVE MAP

1355 CALIFORNIA CIRCLE

CALIFORNIA

MILPITAS

DATE 10/5/2023

SCALE 1"=50'

DESIGNED AT

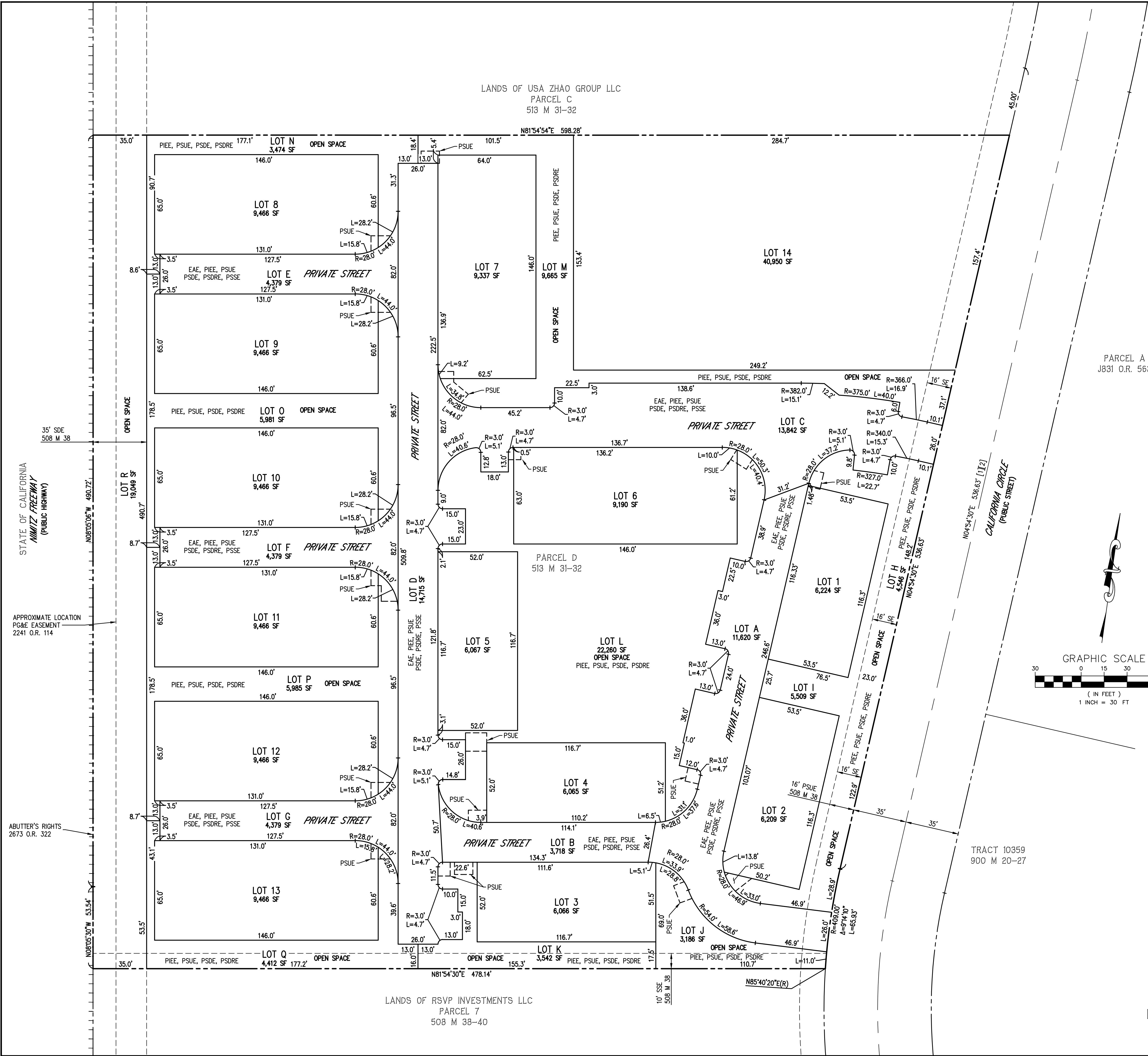
DRAWN CH

JOB NO. 20-158

SHEET

TM2

2 OF 2 SHEETS



General Plan Narrative

The General Plan is not static, but rather a dynamic and multifaceted document that defines and addresses the changing needs of the City. It is based on an on-going review and understanding of existing and projected community needs. Those needs often change after adoption of the General Plan. City Council has discretion in amending the General Plan. The Council has the task of interpreting the plan and consider the balancing the needs of the community with the various goals and land use policies included in the General Plan.

The current General Plan land use designation for the project site is Neighborhood Commercial Mixed Use (NCMU), which allows 1 unit per 1,500 square feet of new or rehabilitated neighborhood serving retail or commercial services. Pulte is requesting an amendment to the NCMU definition which would remove the commercial square footage to housing unit ratio. This requirement is challenging to meet and inconsistent with surrounding developments.

The Zoning code is the primary means of implementing the General Plan through detailed regulations, such as specific types of uses. Zoning implements the General Plan with greater specificity as to what the details of development. The current zoning for the site is Industrial Park (MP). We are requesting a zone change to MXD which would allow for a fully residential project. The project is consistent with the Zoning Ordinance. The proposed is on a 6.69 acre site with 206 units for a project density of 30.75 units to the acre which would be permitted.

The General Plan designations of the adjacent properties are NCMU and across the street are HDR and NCMU. The proposed General Plan text amendment for NCMU, in application, would then be a matter of extending a similar density westward and would result in project consistent with those across from two existing developments.

Developments may be approved if proposals are found to be consistent with policies and programs of the General Plan and compatible with the surrounding neighborhood. With the proposed General Plan amendment, the project is in conformance with the following applicable policies and standards in the City's General Plan, as outlined below on the following page.

Table 1: General Plan Consistency

Guiding Principal/Policy	Conformance
LU 1-4 <i>Continue to provide for a variety of housing types and densities that meet the needs of individuals and families and offers residents of all income levels, age groups and special needs sufficient housing opportunities and choices for locating in Milpitas.</i>	The project includes both single family for sale homes and rental units to meet the needs of families and individuals. The project also provides neighborhood diversity in housing type and cost.
LU 4-4 <i>Encourage new development to facilitate pedestrian, bicycle and transit access through techniques such as minimizing building separation from public sidewalks; providing safe, direct, accessible, convenient, and pleasant pedestrian connections; including secure and convenient bike storage; and orienting building entrances to transit service.</i>	The project contains numerous paseos which pedestrian only paths. These paseos provide unique opportunities to create unique accessible public spaces.
LU 5-1 Require new development and redevelopment to be compatible, complementary and, where appropriate, well integrated with existing residential areas. Integrate new large-scale 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.	The proposed project is redevelopment project located on a site with a vacant industrial building and directly across from existing residential. The proposed project also provides a pedestrian connectivity to the existing KB/Istar development and to the trail along Lower Penitencia Creek.
CD 3-6 Encourage the rehabilitation of older residential neighborhoods, districts and centers to prevent blight and maintain the City's character.	The proposed project proposes to beautify a blighted industrial building by building a new development of homes of high quality design and craftsmanship.

AFFORDABLE HOUSING NARRATIVE

1355 California Circle

The proposed development is comprised of 35 townhouse units, 96 stacked condo units (for a total of 131 units planned to be offered for sale) and 75 apartment units (planned to be offered as rental units). The total number of units is 206 at the project site.

The applicant is proposing to satisfy the City's affordable housing ordinance by providing 31 of the apartment units at the low income rental level, and additionally providing the remaining 44 apartment units at the moderate income level. By providing 75 units rental units at below market rate levels, the applicant is establishing a 36.4% "BMR" contribution for this site.

The low income/moderate income units will be provided on a pro rata basis as they exist on the site (ie. 16 Studio units would be 7 at low income and 9 at moderate.... 40 (1) bdrm units would be 16 at low income and 24 at moderate.... 19 (2) bdrm units would be 8 at low income and 11 at moderate).

Under the Affordable Housing Ordinance, the developer would typically be required to provide 15% of each unit type as affordable. This would result in 5 townhomes, 15 condominiums and 11 apartment units (for a total of 31 units) as deed restricted affordable. We propose that our request to deviate from this standard is warranted and of great benefit to the City of Milpitas for the following reasons:

1. The City gets 75 deed restricted units vs. only 31 that would be typically required. This should help alleviate the requirement the City faces in meeting its RHNA obligation.
2. The total number of bedrooms under our proposal, that would be available for low or moderate rental rates, would total 94 bedrooms. Under the standard ordinance there would only total 74 bedrooms.
3. The total square footage of living space under the standard ordinance that would be required would be approximately 41,548 square feet. We are providing approximately 45,661 square feet (roughly 10% more).
4. Pulte Group's commitment in working with MUSD to provide housing opportunities for their employees.

Density Bonus Waiver and Concessions
(Narrative and Justification)

Our development proposal includes 35 townhomes (3 story), 96 condos (4 story) and 75 apartments (6 story) for a total of 206 residential units. The townhomes and condos will be for sale while the apartments will be rental. The apartments will be deed restricted at both low income level and moderate income level. The City will be able to claim all 75 units (36.4% of the total number of units against their RHNA obligation.

The developer is entitled to both a waiver and concessions under Density Bonus Law, and hereby requests the following:

1. Density. Under the NCMU General Plan, density is set at 21 - 30 DU's per acre. We are currently proposing 30.7 DU's per acre and we request the ability to do so. If we were forced to comply staying at 30 units per acre, we would be forced to remove 5 or 6 apartment units which would remove BMR units from our mix
2. Apartment Bldg. Front Setback. The required setback from California Circle, back of sidewalk, is between 8' at a minimum to 15' at a maximum. We are currently showing a 18.8' setback to the main body of the building. Our justification for doing so is to create a better streetscape along our project frontage as well as to incorporate ADA accessible ramps leading to our leasing office.
3. Parking. We believe that we comply under the State Density Bonus guidelines. 52.4 guest parking spaces are required and we are providing 46 guest spaces. Our justification is that in moving the main entrance to the condo/townhome portion, and creating a more optimal trash pick up area for the apartment building, we were forced to drop the additional 6 spaces of parking.
4. The dispersal of compact spaces throughout the project we believe should satisfy City staff, but we remain available to take their suggestions into account during the improvement plan stage.
5. We are seeking a waiver with regard to building height. It is our understanding that under the General Plan and Zoning assumed for our project, 45' in height and 3 stories are allowed by right. As mentioned earlier we have 3 story, 4 story and 6 story product with corresponding heights of 51', 59'6" and 79'. It is essential in achieving the density we seek, and the large open space element that we have included in being able to build to these levels. The highest structure (apartment building) is not financially feasible to build with less units or at a lower height, nor would it be as great a benefit to the City with drastically fewer units at a low or moderate income rental rate.

To: Lillian Van Hua
From: Jim Sullivan

RE: Conditions of Approval (1355 California Circle)

Regarding next week's City Council hearing, we would like to bring our following concerns to your attention.

#34 - This condition discusses the trigger time for when the "Fair Share Payment" will be required for negotiation. This condition requires it occur prior to any Improvement Plan submittal. A later condition (#49e), requires it prior to issuance of Building Permit. Our preference is to strike #34 and leave in #49e.

#46 and #48 - These conditions discuss providing calculations for sewer and water. We maintain that the EIR has already ascertained that there exists capacity based on the sewer and water needs for this proposed development. We ask that these conditions be deleted.

#49h and #49i - These conditions are identical. One condition should be deleted.

#49j - This condition requires the applicant to perform base repair on an existing public street that we feel is in very good shape. While we don't have an issue with micro surfacing and restriping, we do feel that it should be limited to the frontage of our project up to the centerline of the existing street (1/2 street vs. full street). We ask for the deletion of base repair, and changing full street to half street.

#62 - This condition requires us to show storage area layout for 96 gallon carts. We plan on limiting cart size to 64 carts (which is what we have shown on our plans), and enforcing that limitation within the CC&R's. We ask that the second sentence of this condition be deleted.

#65 - This condition requires us to obtain CLOMR-F from FEMA. You state that lack of documentation will not preclude occupancy release, but we feel that the condition is misleading in requiring us to perform a task that cannot occur. We request that the second sentence be amended to "Permittee shall obtain a CLOMR, if possible, from FEMA for the development"

#75 - Same as condition #65, except this deals with the LOMR. Condition should be modified to read "Permittee shall submit the FEMA approved LOMR, if possible,"

Thank you for your attention to these items. Please let me know if you wish to discuss in further detail, or if I should talk with any other departments directly.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Receive a Presentation and Provide Direction to Staff on Community Outreach for Potential Revenue Measures for the November 2024 Election (Staff Contact: Matt Cano, Deputy City Manager, (408-586-3012); and Lauren Lai, Finance Director, 408-586-3111)
Category:	Leadership and Support Services
Meeting Date:	11/7/2023
Recommendation:	Proceed with community outreach surveys for a potential Public Safety Infrastructure General Obligation Bond Measure, Storm Drain Fee, Measure F Sales Tax Measure extension and/or Business Tax Modernization Measure.

BACKGROUND:

As outlined in the City's Adopted Fiscal Year 2023 – 2024 Budget and Financial Plan, as well as the City's 2024 – 2028 Capital Improvement Program, the City (1) is projecting an annual operating budget deficit starting in Fiscal Year 2027 – 2028 and (2) continues to lack the sufficient capital resources to fully maintain its infrastructure portfolio. A significant gap is growing between projected revenues and service level/infrastructure needs.

General Fund Challenges

Measure F was approved by the voters of Milpitas in November 2020. It consists of an eight-year 0.25% sales tax increment that is projected to generate approximately \$7.0 million in Fiscal Year 2023-2024 to fund essential City services. The Measure sunsets in 2029 and must be re-approved by a Citywide ballot measure for it to continue. On June 6, 2023, the City Council adopted the 2023-2024 Budget and Financial Plan (Plan). The table below shows the Fiscal Year 2024-2034 Ten-Year General Fund Financial Forecast as presented with Plan adoption. Over the ten years of the Forecast, based on information available in March 2023, staff projected annual surplus and deficits between \$1.4 million and -\$21.0 million. This is exacerbated with the sunset of Measure F effective April 1, 2029. To prevent service reductions, the City continues to focus on economic development, cost management and service delivery innovations.

		Forecast								
	FY 23-24 Adopted	FY 24- 25	FY 25- 26	FY 26- 27	FY 27- 28	FY 28- 29	FY 29- 30	FY 30- 31	FY 31- 32	FY 32- 33
Revenue & Other Sources	\$129.5	\$132.6	\$138.9	\$143.4	\$148.1	\$151.2	\$150.3	\$155.4	\$158.0	\$164.0
Expenditures	(129.5)	(132.6)	(137.5)	(143.4)	(149.3)	(157.1)	(163.6)	(170.5)	(176.4)	(184.0)
Annual Surplus/(Deficit)	\$0.0	\$0.0	\$1.4	\$0.0	(\$1.2)	(\$5.9)	(\$13.3)	(\$15.1)	(\$18.3)	(\$21.0)

Priority General Fund Needs

As can be seen in the chart above, the annual projected deficits to meet essential City services dramatically increase beginning in Fiscal Year 2029-2030 after the April 2029 sunset of Measure F. Over the next several years, as build-out of the Milpitas Metro Specific Plan area continues, the City will face increased service demands due to a growing population and likely need to increase staffing in key direct and indirect service

areas. To ensure these needs can be adequately addressed, it is critical to establish long-term sustainable funding sources.

Capital Fund Challenges

On April 18, 2023, the City Council adopted the 2024-2028 Capital Improvement Program (CIP). As part of the CIP, staff identified \$486 million of total unfunded infrastructure needs through work recently completed in the master plans for storm, sanitary, sewer and parks systems, as well as facility assessment work. Of this amount, \$266 million was for the replacement of existing aging infrastructure and the remaining was for new amenities.

It is expected that roughly half of the infrastructure replacement needs will be funded through future sewer and water rate increases, leaving an approximately \$140 million backlog of unfunded infrastructure replacement needs. However, the number in the CIP did not include the \$190 million estimated to replace the existing building that houses the City's Police Station as well as the Departments of Public Works and Information Technology. With replacement of this building included in the City's future capital funding program, the total unfunded infrastructure replacement backlog increases to approximately \$330 million.

Priority Capital Fund Needs

The City of Milpitas provides a variety of services to our residents with a wide variety of capital assets. Major categories of assets include: facilities for storm water management, sanitary sewer, water, buildings, transportation facilities and parks. Key areas that could be the focus of a potential bond measure would be the construction of a new Police and Information Technology Department building, renovation of the Public Works Department building, replacement of Fire Station No. 3 and other capital infrastructure needs such as park or street rehabilitation. These key priority project needs are discussed further below:

- **Police Station, Public Works, Information Technology Building:** In 2020, the City finalized an assessment of the Police Department and Public Works/IT Building (Building). Constructed in 1992, the building is located at 1265 and 1275 North Milpitas Boulevard. The Building has a number of challenges including failing mechanical systems, inadequate interior and exterior space for personnel, limited storage to meet current operations and structure issues that have impacted the alignment of the doors and windows throughout the Building. The City has considered multiple options to renovate or replace the Building, with the most viable option being relocating the Police and IT Departments to a new building in a different location and renovating the existing building to more adequately support the full Department of Public Works. The cost estimate (in 2020 dollars) for this alternative was \$190 million, inclusive of land acquisition. A new police building would address several safety and efficiency needs such as, centralizing all large evidence and specialized equipment on-site, provide adequate storage and use space for personnel, allow for future expansion of patrol and dispatch services, and create space for a real-time monitoring center allowing officers to better respond to and reduce crime. Additionally, a new building would meet current seismic provisions thus decreasing the possibility of a disruption to essential public safety and emergency services.
- **Fire Station No. 3:** Constructed in 1968 with seismic upgrades completed in 1998, Fire Station No. 3 is located at 45 Midwick Drive and has reached the end of its service life. The aging structure no longer meets Fire Department service standards of day-to-day operational needs and the current Building and Fire Codes for an "Essential Services Buildings," which puts a strain on staff resources and budget for basic maintenance. Operational enhancements that would be realized with a new Fire Station include reduced response times resulting from new apparatus exit door technology, upgraded call-alert communications technology, expanded living quarters that could accommodate a future staffed ambulance crew, compliance with modern decontamination and infection control standards, additional apparatus storage, and private sleeping arrangements for male and female staff. The building mechanical systems and infrastructure are aging and require complete replacement. Living quarters are outdated and dormitories do not provide Fire personnel with the required privacy. The new fire station would be designed to provide additional Fire Apparatus, sustainable elements, gender equality/privacy,

operational efficiencies to improve response times and meet current Building and Fire Codes for "Essential Services Buildings". The project budget is estimated between \$15 million to \$20 million to construct a new fire station at the same location.

- **Parks:** In 2021, the City of Milpitas adopted the Parks & Recreation Master Plan Update. The Master Plan identified potential policy changes and upgrades and/or enhancement projects that could gradually be implemented over time to improve the public park and recreation system. The Master Plan recommended enhancements to projects at the City's 37 public parks that were recommended to be implemented over a 20-year period, focusing on recommendations that could enhance parks and recreation opportunities for Milpitas residents and visitors based on public input and comments received during the community outreach process. In total, the Master Plan identified \$8 million in short term repair needs and \$75 million in long term improvement needs. While the City has invested \$4.4 million of American Rescue Plan Act funding, this funding was spread amongst several different parks and focused on the most urgent health and safety improvements. Additional funding from a General Obligation Bond measure would allow the City to perform larger renovations on specific parks such as, but not limited to, Sinnott and Sandalwood Parks.
- **Transportation:** Every two years the City of Milpitas works with an outside consulting firm to generate the "Pavement Management System Update" report. This report analyzes the condition of the pavement on the roughly 130 miles of city-managed streets within the City of Milpitas. The last report was completed in April 2022 and the latest report is underway and will be completed by early 2024. The April 2022 report concluded that the City had an overall pavement condition index (PCI) score of 70. Any PCI score of 70 or above is considered "good", while any score between 50 and 70 is considered "at risk". The report included an option to increase the City's PCI score to 75 by the end of 2026. For this to occur, the City would be required to allocate an average of approximately \$6.2 million annually towards pavement maintenance as opposed to the current programmed annual budget of approximately \$4 million. Additional one-time funding from a General Obligation Bond measure would allow the City to improve the average PCI score of the street network and decrease the maintenance backlog.

Priority Storm Infrastructure Needs

In addition to the infrastructure needs listed above, the City must identify a sustainable funding source for the Storm Drain System Network (System). On October 3, 2023, staff presented a report to the City Council which included options for sustainably funding the System based on four additive operational and capital needs scenarios. The City owns and maintains an extensive storm drain network, consisting of over 100 miles of pipelines ranging from 12-inches to 36-inches, approximately 1,400 manholes, 260 trash capture devices and 3,500 storm drain inlets. The System collects surface stormwater runoff via surface inlets and conveys the water through below grade pipelines to 13 pump stations which pump the runoff into local creeks and ultimately to the lower San Francisco Bay.

The System is now over 60 years old with some of the infrastructure exceeding its predicted useful life, most notably the pump stations. This network of inlets, pipes and pump stations are critical infrastructure which protect our community during storm events and prevents flooding of our streets and neighborhoods. An essential element of responsibly operating the System is short-term and long-term asset management and planning, which includes on-going maintenance and systematic replacement of infrastructure. Currently, there is no sustainable funding source for this System. The October 3, 2023, staff report included the below table which shows various scenarios that were evaluated, the corresponding annualized revenue needs and the estimated fee for a typical single-family dwelling.

On October 3, 2023, staff indicated that we would return to the Mayor and City Council with a request to perform community opinion polling on a potential ballot measure for the storm drain system as part of this November 7, 2023 revenue measure agenda report.

Scenario	Estimated Annual Need FY 2024/2025	Estimated Annual per Parcel Fee FY 2024/2025	Estimated Monthly Per Parcel Fee FY 2024/2025
1. Status Quo	\$1 million	\$27.20	\$2.27
2. Proactive O&M + MRP Compliance *	\$3 million	\$75.70	\$6.31
3. Proactive O&M + MRP Compliance + High Priority CIP Only	\$5.1 million	\$127.30	\$10.61
4. Proactive O&M + MRP Compliance + All Plan Recommended CIP	\$5.9 million	\$147.10	\$12.26

*MRP = Municipal Regional Stormwater Permit & O&M = Operations and Maintenance

ANALYSIS:

While the City can, and will, continue to seek State and Federal funding assistance through the earmark process and/or grants, these funding sources do not typically fully fund the replacement/repair of local facilities such as Police, Public Works and Fire Stations. Therefore, the majority of the funding to replace these facilities must be drawn from local sources. Additionally, it is critically important for the City to plan for long term financial sustainability of the General Fund. This can be accomplished by a combination of factors including specific revenue measures as well as a focus on innovative service delivery and economic development.

Key revenue measures that can be considered by the City during the 2024, or future, election cycle include but are not limited to (1) General Obligation Bond Measure; (2) Measure F Sales Tax Measure extension; and (3) Business License Tax Modernization. While it is not likely that the City would place all of these items on one ballot, it is important that they all be reviewed in the coming years and that the City strongly consider one or more measures for the November 2024 election cycle. These potential measures are discussed further below.

General Obligation Bond Measure

The State of California Constitution provides that cities may issue general obligation bonds for acquisition and improvement of real property if authorized by two-thirds of its voters. General obligation bonds are payable only from ad valorem property taxes, which are required to be levied in an amount sufficient to pay interest and principal on the bonds coming due in each year. These property tax revenues are distinct from general property tax collections and are dedicated to debt service payment and cannot be levied or used for any other purpose.

It is important to note that when it comes to issuing general obligation bonds, the State Constitution has different rules for school districts than for cities and counties. The threshold for passing is lower for schools at 55 percent, and schools may fund equipment and technology needs. A city or county general obligation bond measure requires two-thirds approval and proceeds may only be used to purchase land or improve land, such as the construction or renovation of a facility.

To fully fund a project to replace/renovate the Police, IT and Public Works building, replacing Fire Station No. 3 and investing approximately \$5 million in minor park enhancements and/or a one-time upgrade of the street Pavement Condition Index (PCI), the City estimates needing approximately \$208 to \$220 million. The City worked with the consulting firm Fieldman, Rolapp and Associates to determine the average impact to Milpitas resident's property tax bills. The estimated impact for a \$208 million bond measure would be \$25.27 annually per \$100,000 in assessed property value. This would equate to a \$1,000,000 assessed value home paying \$252.7 per year, or \$21.06 per month.

Measure F Sales Tax Extension

Over 60% of Milpitas voters approved the Milpitas Public Services Measure F in 2020 when asked if a new one-quarter cent sales tax measure for eight years would be used to provide funding to maintain the City's finances and services, including: police and fire protection, 9-1-1 emergency response, and natural disaster preparation; youth, senior, and recreation services; repairing park equipment and maintaining parks and recreation centers; and attracting and retaining location businesses, requiring independent audits, citizens' oversight committee, and all funds spent locally. The annual revenue is approximately \$7 million to fund these essential services.

Sales tax is governed by the State which restricts the maximum local sales rate. The Milpitas sales tax rate is at the State restricted maximum level. Should the temporary Milpitas sales tax measure expire, there is a risk that another public agency within Santa Clara County may take the available 1/4¢ sales tax increment, which would prevent Milpitas from collecting about \$7 million annually for Milpitas essential services.

Business Tax Modernization

The current business license tax revenue is approximately \$330,000 annually for approximately 5,900 active business license accounts, which is approximately \$60 of business license tax per account per year. The current business license tax structure includes various categories wherein the basic annual rate is predominately \$35 per year and then \$1 or \$5 per employee.

The Milpitas business license tax may be modernized with a gross receipt tax structure and/or square footage tax structure. With the help of a consultant, HdL & Company, the City derived several conservative estimates. Under a business license gross receipts tax structure, the estimated business license tax revenue is between \$2 million and \$3 million annually or about \$360 per account per year. These are rough estimates as gross receipts are not generally available to City staff.

Under a business license square footage tax structure, businesses would be taxed based upon occupied square footage. The property tax data indicates approximately 15.5 million square feet of non-residential property on the tax rolls. From previous experience, to be conservative, 60% is estimated to be taxable square footage. So, the City could have approximately 9.3 million non-residential square footage. At an annual rate of \$0.10 per square foot, a business license tax may generate approximately \$900,000 annually.

Summary of Past City of Milpitas Measures

Since the year 2000, the City of Milpitas has placed 12 measures on the public ballot. Of these measures, three were direct requests to increase funding as follows:

1. November 2000, Measure I – Transient Occupancy Tax (TOT) Increase (passed with 58.95%)
2. November 2018, Measure R – Hotel Tax Increase (passed with 67.76%)
3. November 2020, Measure F – Sales Tax (passed with 60.36%)

Both the TOT and Hotel Tax primarily impact visitors to the City of Milpitas. While the Sales Tax measure does directly impact residents, it is highly likely that another agency, such as the County, would have taken advantage of this quarter cent increase if the City of Milpitas had not. As can be seen from the above, the City of Milpitas has not asked the voters to directly assist with infrastructure repairs in recent history.

Statewide Ballot Measure Considerations

There are three Statewide ballot measures planned for November 2024 that could impact the City's approach to revenue measures. Preliminary information on these measures is listed below. Further detailed information and analysis will be provided at a later date during the City Council's decision-making process for potential November 2024 revenue measures.

- 1) **ACA 1:** ACA 1 would lower the threshold for General Obligation bond measures from a two-thirds (66.67%) voter approval threshold to a 55% voter approval threshold. This is similar to the change that was made for school district bonds in the year 2000.

- 2) **California Business Roundtable (CBRT):** The CBRT ballot measure would create numerous changes to the voter approval processes for revenue measures. In particular, it would require that certain measures (such as local tax measures) that currently require 50% plus one to pass would require a two-thirds majority.
- 3) **ACA 13:** ACA 13 was developed in response to the CBRT measure and would require future ballot measures that increase voter approval requirements to also pass by the same threshold. This would essentially require that the CBRT measure receive two-thirds voter majority to pass.

Community Outreach Survey

In order to provide further information to the Mayor and City Council in determining what, if any, ballot measure may resonate with the residents of Milpitas during the 2024 election cycle it will be imperative to perform community outreach through a statistically valid process. The City has received a proposal from the consulting firm FM3 Research (FM3) to conduct a survey in December 2023 that more thoroughly vets the potential public safety bond, business license tax modernization and sales tax extension. FM3 would perform approximately 600 interviews. In early 2024, staff would provide the Mayor and City Council with a summary of these survey results to take into consideration as part of the Fiscal Year 2024-2025 Budget process to determine what, if any, ballot measures to proceed with in the 2024 election cycle. If the City Council decides to continue discussions on a potential ballot measure, it is recommended that a “tracking survey” of residents be conducted by FM3 in late Spring 2024 to further refine a potential decision.

POLICY ALTERNATIVE(S):

As an alternative to this recommendation, the Mayor and City Council could defer the community outreach survey to determine voter preferences for a potential revenue related ballot measure in 2024. If this conversation is deferred to another time, the City will miss a window of opportunity in 2024 where there will likely be a high voter turnout due to the presidential election cycle, thus ensuring that any measure on the 2024 ballot receives input from the highest possible number of residents.

FISCAL IMPACT:

The fiscal impact of the current staff recommendation for the baseline community survey is \$49,500. If the Mayor and City Council elect to continue with the ballot measure process after review of the community survey results, future costs may include the following:

- Approximately \$41,000 for a tracking survey in Spring or Summer 2024 prior to a final City Council determination on how to proceed;
- Approximately \$50,000 to \$75,000 per measure placed on the November 2024 ballot.

If approved by the Council, all these activities would be funded from the unanticipated expenditure account.

California Environmental Quality Act (CEQA):

The action is a fiscal activity of the City government or an action to create a City government funding mechanism that does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment and is not a project pursuant to Cal. Code of Regs., tit. 14, § 15378.

RECOMMENDATION:

Proceed with community outreach surveys for a potential Public Safety Infrastructure General Obligation Bond Measure, Storm Drain Fee, Measure F Sales Tax Measure extension and/or Business Tax Modernization Measure.

Attachment(s):

None



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Introduce Ordinance 298.1, An Ordinance of The City Council of the City of Milpitas Amending the Milpitas Municipal Code Title Xi (“Zoning, Planning and Annexation”), Chapter 10 (“Zoning”), Section 13 (“Special Uses”), Subsection 13.15 (“Cannabis Uses”) to Prohibit and Regulate Cannabis Uses, Establishments, and Operations to the Fullest Extent Allowed By State Law, and Making Findings of Exemption From Environmental Review Pursuant To CEQA Guidelines Sections 15061(b)(3) 15183, 15305, and 15378 (Staff Contact: Michael Mutalipassi, City Attorney, 408-586-3040)
Category:	Public Hearings-Public Safety
Meeting Date:	11/7/2023
Recommendation:	Following the City Attorney’s reading aloud the title, move to waive the reading beyond the title and introduce Ordinance 298.1, which would amend Subsection XI-10-13.15 of the Milpitas Municipal Code consistently with Senate Bill 1186 by regulating the delivery of medicinal cannabis and cannabis products and otherwise preserve the City’s prohibition against commercial cannabis to the fullest extent allowed after this change in State law.

BACKGROUND:

To the fullest extent allowed by State law, Subsection XI-10-13.15 of the Milpitas Municipal Code (“MMC”) currently prohibits the establishment and operation of all commercial cannabis uses, including delivery, within the City. Effective January 1, 2024, Senate Bill 1186 (“SB 1186”) will prohibit local governments from adopting or enforcing any regulation that prohibits or effectively prohibits the delivery of medicinal cannabis to qualifying patients or their primary caregivers. Consistent with SB 1186, this item would introduce an ordinance for first reading that would amend Subsection XI-10-13.15 to regulate the delivery of medicinal cannabis within the City’s jurisdiction and otherwise continue the City’s prohibition against the establishment and operation of commercial cannabis uses, including the prohibition against recreational cannabis delivery.

The proposed amending ordinance with changes redlined is **Attachment A** hereto. The City’s current ordinance, Ordinance 298, including the current text of Subsection XI-10-13.15 is **Attachment B** hereto. The text of Senate Bill 1186 with its changes to State law highlighted or otherwise notated is **Attachment C** hereto.

History of the City’s Current Ordinance and the Change in the Law

In November 2016, California voters passed Proposition 64, the “Control, Regulate and Tax Adult Use of Marijuana Act” (“Proposition 64” or the “Adult Use of Marijuana Act” or “AUMA”). Proposition 64 legalized cannabis under state law, for use and personal cultivation by adults 21 or older beginning January 1, 2017.

In June 2017, the California Legislature passed a budget trailer bill, Senate Bill 94, that integrated MCRSA with Proposition 64 to create the Medicinal and Adult Use Cannabis Regulation and Safety Act (“MAUCRSA”). MAUCRSA is the current regulatory structure for both medicinal and adult-use cannabis. Both Proposition 64 and MAUCRSA expressly recognize and affirm that they shall not be “interpreted to supersede or limit the authority of a local jurisdiction to adopt and enforce local ordinances to regulate businesses licensed under this division, including, but not limited to, local zoning and land use requirements,” and that local jurisdictions may “completely prohibit the establishment or operation of one or more types of businesses licensed under this division within the local jurisdiction.” (Bus. & Prof. Code, § 26200(a)(1).)

On January 17, 2017, after the passage of the AUMA, the City Council adopted Urgency Ordinance No. 291, which imposed a moratorium that preserved the City's ban on cannabis establishments and operations. That moratorium was subsequently extended twice, ultimately until January 16, 2019 (the full two years allowed under State law). During that moratorium, the City Council established the Cannabis Subcommittee and extensively studied and reviewed potential options for cannabis zoning, ordinances, and tax measures. The Cannabis Subcommittee conducted a total of 10 open and public meetings between 2017 and October 2018.

The City also facilitated two community meetings on June 6, 2018, and June 12, 2018. Between July 12, 2018, and July 19, 2018, the City also conducted a ballot poll on a cannabis business tax. There was also extensive community outreach conducted in the Summer of 2018, including a survey that over the course of two weeks received 517 responses from the public (which equates to over 25 hours of public comment). Notably, 82.2% of the responses stated that they did not use cannabis, and 53.3% of the responses stated that they did not support allowing cannabis delivery services in Milpitas for either medicinal or recreational adult use. On January 15, 2019, the City adopted Ordinance No. 298, implementing a permanent ban on commercial cannabis activities, a prohibition on outdoor cultivation of cannabis for personal use, and regulation of indoor cultivation of cannabis for personal use within the City.

Effective January 1, 2024, Senate Bill 1186, the "Medicinal Cannabis Patients' Right of Access Act" ("MCPRAA" or "SB 1186") will change the law so that local jurisdictions cannot adopt or enforce any regulation that would directly or effectively prohibit the delivery of medicinal cannabis within a jurisdiction to a qualified patient or their primary caregiver. It also prohibits regulations that would prevent patients and their primary caregivers from acquiring medicinal cannabis in a timely and readily accessible manner and in types and quantities that are sufficient to meet the demand within the jurisdiction.

SB 1186 also lists the following non-exclusive types of regulations that would be prohibited if they have "the effect of prohibiting the retail sale by delivery of medicinal cannabis":

- (1) The number of medicinal cannabis businesses authorized to deliver medicinal cannabis in the local jurisdiction.
- (2) The operating hours of medicinal cannabis businesses.
- (3) The number or frequency of sales by delivery of medicinal cannabis.
- (4) The types or quantities of medicinal cannabis authorized to be sold by delivery.
- (5) The establishment of physical premises from which retail sale by delivery of medicinal cannabis within the jurisdiction is conducted by a licensed nonstorefront retailer.

(See Bus. & Prof. Code, § 26322(a)(1)-(5).) SB 1186 clearly states that it *shall not* "be construed to limit or otherwise affect the ability of a local jurisdiction to adopt or enforce any regulations on commercial cannabis operations other than retail sale by delivery of medicinal cannabis in the local jurisdiction." (Bus. & Prof. Code, § 26322(c).) Even for retail delivery to patients and primary caregivers, the MCPRAA clearly states that it *shall not* "be construed to prohibit the adoption or enforcement of reasonable regulations on retail sale by delivery of medicinal cannabis," including:

- (1) Zoning requirements that are not inconsistent with subdivision (a). If compliance with subdivision (a) would otherwise require a local jurisdiction to authorize a physical premises from which retail sale by delivery of medicinal cannabis within the jurisdiction is conducted, this paragraph shall not be construed to alter that requirement.
- (2) Security or public health and safety requirements.
- (3) Licensing requirements.
- (4) The imposition, collection, and remittance of any applicable state or local taxes upon retail sales occurring within the local jurisdiction.

(5) Regulations consistent with requirements or restrictions imposed on cannabis businesses by this division or regulations issued under this division.

(Bus. & Prof. Code, § 26322(b)(1)-(5).) Thus, SB 1186 curtails but does not eliminate the power of local jurisdictions to create reasonable regulations on the delivery of medicinal cannabis to qualified patients and primary caregivers. SB 1186 does not change the authority of local jurisdictions to regulate or even prohibit the delivery of commercial, adult-use cannabis.

Survey of Local Cannabis Regulation

There are numerous neighboring jurisdictions that allow not only the retail sale of cannabis but also the cultivation, manufacture, distribution, and delivery of commercial cannabis. The California Department of Cannabis Control (“DCC”), the State agency responsible for State-wide regulation and licensing of commercial cannabis, reports that as of February 1, 2023, 56% of California cities and counties prohibit all cannabis business types while 44% allow at least one type of cannabis business.

In Santa Clara County, the DCC reports that two cities – San Jose and Mountain View – permit cannabis businesses of one type or another. In particular, the neighboring city of San José allows all forms of cannabis business currently allowed at the State level, including retail storefront, retail delivery, distribution, manufacture, and cultivation. The San José Police Department, Division of Cannabis Regulation, currently lists on its [website](#) sixteen cannabis businesses licensed by the City of San José, including twelve businesses that provide delivery services.

Besides delivery from the cities of San José and Mountain View, the DCC reports that numerous jurisdictions in the surrounding counties allow the establishment of cannabis businesses that could deliver medicinal cannabis to patients and primary caregivers within Milpitas’s city limits. In Alameda County, all cannabis business types are allowed in unincorporated parcels, and seven cities allow the establishment of cannabis storefronts, delivery, distribution, and manufacture. Five of those seven cities additionally allow cannabis cultivation within city limits, including Alameda, Berkeley, Hayward, Oakland, and Union City. Just across the Bay in San Mateo County, cannabis cultivation is permitted in unincorporated county parcels, and half of the cities permit at least one cannabis business type. The cities of San Carlos and South San Francisco permit a variety of cannabis businesses, including cultivation, manufacturing, and distribution. Brisbane and Pacifica permit the manufacture and distribution of cannabis products, but not cultivation. The DCC reports that cannabis cultivation is permitted in Halfmoon Bay, Portola Valley, and Redwood City. In Santa Cruz County, cannabis storefronts, delivery, distribution, manufacture, and cultivation are permitted in unincorporated county parcels as well as within the cities of Santa Cruz and Watsonville. The City and County of San Francisco permits all types of cannabis business, including delivery, distribution, manufacture, and cultivation.

In sum, there is no shortage of neighboring jurisdictions from which cannabis businesses could deliver medicinal cannabis and medicinal cannabis products to qualifying patients and their primary caregivers living and working within the City’s limits.

Survey of Local Cannabis Retailers Advertising Delivery of Medicinal Cannabis

Besides reporting on cannabis regulations in California, the Department of Cannabis Control also publicly provides a [listing](#) of retailers licensed by the State to supply cannabis. As of October 25, 2023, the DCC lists over 160 cannabis retailers within roughly 40 miles of Milpitas (or approximately a one-hour delivery radius), including at least 9 in San Jose, 3 in Union City, 4 in Hayward, 3 in San Leandro, 4 in Alameda, 16 in Oakland, 3 in Emeryville, 5 in Berkeley, 5 in Redwood City, 2 in Daly City, 5 in Pacifica, 21 in Santa Cruz County, and over 80 in San Francisco. A survey of arguably the three largest cannabis delivery platforms in California - Leafly, Eaze, and WeedMaps – similarly shows a wide range of medicinal cannabis and cannabis products advertised for timely delivery to Milpitas from locations outside of the City’s limits.

Leafly lists 13 different delivery services advertising delivery of medicinal cannabis and cannabis products to customers within the Milpitas City’s limits. These delivery services advertise a combined 4,131 cannabis and cannabis products being offered for delivery. All of these businesses advertise same day delivery, and most

advertise delivery within 30 to 90 minutes of order, indicating a ready and timely deliverable supply near the City.

Eaze is its own cannabis marketplace and delivery service. Eaze lists 677 cannabis or cannabis products from 65 brands for delivery to within the City's limits: 71 types of one to four gram bags of cannabis flowers, 73 types of five or more gram bags of cannabis flowers, 135 types of cannabis vaporizer cartridges, 74 types of prerolled cannabis cigarettes, 89 types of cannabis cigarette packs, 6 types of cannabis resins and formulas, 27 types of preloaded disposable vaporizers, 24 types of concentrates and extracts, 97 types of gummies and mints, 26 types of chocolates and baked goods, 30 types of THC-enhanced drinks, and 25 types of capsules, tinctures, and other topical or ingestible products. Eaze was founded and is headquartered in San Francisco, and it advertises 1-hour or less delivery times in the Bay Area between the hours of 9:00 a.m. and 10:00 p.m.

Weedmaps lists 26 different delivery services advertising delivery of medicinal cannabis and medicinal cannabis products to Milpitas. Each delivery service advertises between 32 and 424 different cannabis products for delivery, with most services offering over 100 different products.

ANALYSIS:

If a court were to find that the current Municipal Code directly or effectively prohibits the delivery of medicinal cannabis to qualifying patients and their primary caregivers within the City's jurisdiction, then beginning January 1, 2024, SB 1186 would allow delivery services to ignore any inconsistent sections and deliver medicinal cannabis within the City's jurisdiction. Moreover, because Subsection XI-10-13.15 does not currently provide any regulations for delivery services, deliveries could occur in any manner that is consistent with State law. Finally, SB 1186 authorizes patients, their primary caregivers, medicinal cannabis businesses, and the California Attorney General, among others, to bring a writ of mandate challenging any inconsistent ordinance and, if successful, obtain damages and costs of suit against the public entity.

Consistent with the change in law under SB 1186, the proposed amendments to Subsection XI-10-13.15 maintains the City's current ban on commercial activities to the fullest extent allowed by State law while regulating the medicinal cannabis deliveries now required under SB 1186.

SB 1186 requires local jurisdictions to allow delivery of medicinal cannabis and medicinal cannabis products to qualifying patients and their primary caregivers, but it allows local jurisdictions to adopt and enforce reasonable regulations, taxes, and fees on those deliveries, including through zoning ordinances, licensing requirements, and security or health and safety requirements. (Bus. & Prof. Code, § 26322(b).) The City has a vested and legitimate interest in ensuring that medicinal cannabis is actually delivered to and received by qualifying patients and their primary caregivers and not others who cannot receive medicinal cannabis under State law, including minors. The City similarly has a legitimate interest in ensuring that delivery services are duly registered and licensed, pay their fair share of taxes and fees, and conduct business in a manner that does not interfere with the peace, quiet, and enjoyment of the community. In addition to those requirements imposed under State law, the proposed ordinance therefore suggests additional local regulations upon delivery, including the following:

- Requiring all deliveries be made to a specifically and individually identified medicinal cannabis patient or their primary caregiver;
- Requiring delivery services to obtain written documentation required by State law showing that the individually ultimately receiving the cannabis or cannabis products is a qualifying medicinal cannabis patient;
- Requiring that all deliveries be to a fixed address of either the patient's residence or the primary business address for his or her primary caregiver;
- Requiring deliveries be made to and signed by a person 18 years of age or older;
- Requiring all deliveries be limited to medicinal cannabis or medicinal cannabis products and not include other items, such as accessories or promotional materials;
- Requiring all deliveries be made between the hours of 6 a.m. and 10 p.m., as recommended by the Milpitas Police Department;

- Requiring delivery services register with the Milpitas Police Department
- Requiring delivery services to maintain their business license with the City and pay all applicable local taxes and fees for deliveries within the City's jurisdiction;
- Requiring delivery services keep documentation for all deliveries and make such documentation available for inspection upon request to law enforcement officers.

The amendment allows the City Manager, with due consultation with the Milpitas Police Department, to adopt further regulations to fulfill and implement the purposes of the ordinance related to delivery.

The amendment further clarifies that violations are punishable by administrative or criminal citation and that failure to comply is grounds for suspension or prohibition of a delivery service's ability to delivery within the City's jurisdiction.

Finally, the amendment would allow the City to formally find and declare that its regulations are consistent with SB 1186 and do not prevent medicinal cannabis patients or their primary caregivers from obtaining medicinal cannabis in a timely and readily accessible manner and in the types and quantities that are sufficient to meet demand within the City's jurisdiction.

POLICY ALTERNATIVE(S):

Alternative 1: Do Not Adopt an Ordinance Amendment

Pros: None, other than preservation of the status quo.

Cons: Exposes the City to the risk of suit and would allow the delivery of medicinal cannabis within the City's jurisdiction without the benefit of local regulations and control.

Reason for Not Recommending: Irrespective of the merits of any potential lawsuit against the City under SB 1186, it would be beneficial for the City to take this opportunity to impose reasonable regulations on medicinal cannabis deliveries now permitted by State law and find and declare the consistency of its local regulations with that law.

Alternative 2: Impose Additional Regulations Upon Medicinal Cannabis Deliveries

Pros: Greater local control.

Cons: Increased enforcement resources and potential conflicts with State law.

Reason for Not Recommending: Greater regulation requires additional enforcement resources and costs to be effective. SB 1186 also circumscribes regulations that go too far and make medicinal cannabis not readily available in the types and quantities sufficient to meet demand within the City. SB 1186 calls out as potentially suspect regulations that effectively prohibit delivery by limiting the number of delivery services, their operating hours, the number or frequency of deliveries, the types or quantities of cannabis deliveries, or the establishment of physical premises within the jurisdiction.

Alternative 3: Study Regulatory Alternatives to the City's Current Ordinance

Pros: Explore alternative regulatory schemes to the current ban.

Cons: Significant additional staffing and cost shortly after recent study.

Reason for Not Recommending: In a process that culminated less than five years ago, the City undertook a two-year study of alternative cannabis regulations that resulted in the current ban after extensive public outreach and comment. While the City can always undertake further study and change its ordinance, the cost and need for additional staffing to undertake this study is not recommended at this time.

FISCAL IMPACT:

There is no cost to adopt the ordinance beyond incidental publication costs and staff time. There will, however, be minor costs associated with the enforcement of the amended ordinance. The City will expend law enforcement resources to monitor the compliance of delivery services with any new regulations because the State only monitors and enforces compliance with State laws.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

This amending ordinance is not a project and is not subject to CEQA review because it does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change, particularly in that it does not alter the use of land or does a most does not do so inconsistently with uses already authorized, prohibited, or regulated by law. (Cal. Code Regs., tit. 14, § 15378.) Furthermore, even if considered a project, this amending ordinance is categorically exempt from CEQA review in that it comprises of non-land use regulations or at most minor alterations in land use limitations that do not result in any changes in land use or density (Cal. Code Regs., tit. 14, § 15305, 15378(a)(1)) and by common sense can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment particularly in consideration of the activities already permitted, prohibited, or regulated by law (Cal. Code Regs., tit. 14, § 15061(b)(3)). This amending ordinance is also exempt because it does not affect development density established by existing zoning and the City's General Plan, for which an Environmental Impact Report was already certified, and does not have any project-specific significant environmental effects peculiar to the project or any site. (Cal. Code Regs., tit. 14, § 15183.)

RECOMMENDATION:

Following the City Attorney's reading aloud the title, move to waive the reading beyond the title and introduce Ordinance 298.1, which would amend Subsection XI-10-13.15 of the Milpitas Municipal Code consistently with Senate Bill 1186 by regulating the delivery of medicinal cannabis and cannabis products and otherwise preserve the City's prohibition against commercial cannabis to the fullest extent allowed after this change in State law.

ATTACHMENT(S):

- A. [Proposed] Ordinance 298.1, an Ordinance of the City Council of the City of Milpitas Amending Subsection 13.15 ("Cannabis Uses") of Section 13 ("Special Uses") of Chapter 10 ("Zoning") of Title XI ("Zoning, Planning and Annexation") of the Milpitas Municipal Code
- B. Milpitas City Council Ordinance 298 (2019)
- C. 2022 Cal. Legis. Serv. Ch. 395 (S.B. 1186) (WEST)

REGULAR

NUMBER: 298.1

TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILPITAS AMENDING THE MILPITAS MUNICIPAL CODE TITLE XI ("ZONING, PLANNING AND ANNEXATION"), CHAPTER 10 ("ZONING"), SECTION 13 ("SPECIAL USES"), SUBSECTION 13.15 ("CANNABIS USES") RELATING TO THE PROHIBITION AND REGULATION OF CANNABIS USES, ESTABLISHMENTS, AND OPERATIONS TO THE FULLEST EXTENT ALLOWED BY STATE LAW, AND MAKING FINDINGS OF EXEMPTION FROM ENVIRONMENTAL REVIEW PURSUANT TO CEQA GUIDELINES SECTIONS 15061(b)(3) 15183, 15305, AND 15378

HISTORY: This Ordinance was introduced (first reading) by the City Council at its meeting of _____, upon motion by _____ and was adopted (second reading) by the City Council at its meeting of _____, upon motion by _____. The Ordinance was duly passed and ordered published in accordance with law by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Suzanne Guzzetta, City Clerk

Carmen Montano, Mayor

APPROVED AS TO FORM:

Michael Mutalipassi, City Attorney

RECITALS AND FINDINGS:

WHEREAS, in November 2016, California voters passed Proposition 64, the “Control, Regulate and Tax Adult Use of Marijuana Act” (“Proposition 64” or the “Adult Use of Marijuana Act” or “AUMA”), which beginning January 1, 2017, legalized and regulated commercial cannabis for adult-use and medicinal-use; and

WHEREAS, in June 2017, the California Legislature passed a budget trailer bill, Senate Bill 94, the “Medicinal and Adult Use Cannabis Regulation and Safety Act” (“MAUCRSA”), which integrated prior laws with Proposition 64 to create a unified regulatory framework and system of business licensing at the State level for both adult-use and medicinal-use cannabis; and

WHEREAS, both MAUCRSA and Proposition 64 expressly recognize, preserve, and do not supersede or limit the authority of local jurisdictions to adopt and enforce ordinances that regulate cannabis businesses licensed at the State level, including by completely prohibiting the establishment or operation of one or more types of businesses licensed under MAUCRSA (Business & Professions Code, § 26200); and

WHEREAS, on January 17, 2017, the City Council adopted Urgency Ordinance No. 291 pursuant to Government Code Section 65858, establishing a forty-five (45) day moratorium on all cannabis uses to the extent allowed by law in light of the passage of Proposition 64; and

WHEREAS, on February 21, 2017, the City Council adopted Urgency Ordinance No. 291.1 pursuant to Government Code Section 65858, extending the moratorium on all cannabis uses for a period of 10 months and 15 days; and

WHEREAS, on January 16, 2018, the City Council adopted Urgency Ordinance No. 291.2 pursuant to Government Code Section 65858, extending the moratorium for an additional 12-month period for the full two years authorized under State law, to allow the City to complete its study of potential cannabis regulations; and

WHEREAS, during the time of that moratorium, the City Council established a Cannabis Subcommittee and in coordination with City staff conducted an extensive study of potential options for local cannabis regulations, including numerous meetings and substantial community outreach, polling, surveys, and analysis that the City Council again takes notice of now; and

WHEREAS, from that study and having fully considered the issues and potentials for regulation, the City Council duly passed by unanimous vote Ordinance No. 298 and enacted the currently operative version of Subsection XI-10-13.15 of the Milpitas Municipal Code, which to the fullest extent allowed by State law regulates cannabis cultivation for personal use and prohibits all commercial cannabis uses within the City’s jurisdiction, including cannabis delivery; and

WHEREAS, in September 2022, the California Legislature passed Senate Bill 1186 (“SB 1186”), which enacted the “Medicinal Cannabis Patients’ Right of Access Act” (“MCPRAA”) and, among other things, amended Business and Professions Code section 26200 to make the provisions of MCPRAA an exception to the broad reservation of local regulatory authority in subsections (a)(1) and (a)(2) of Section 26200; and

WHEREAS, MCPRAA prohibits local jurisdictions from adopting or enforcing any regulation that directly or effectively prohibits the retail sale by delivery of medicinal cannabis or medicinal cannabis products to medicinal cannabis patients or their primary caregivers in a timely and readily accessible manner and in the types and quantities that are sufficient to meet the demand for medicinal cannabis patients within the local jurisdiction; and

WHEREAS, the City of Milpitas has a vested and legitimate interest in protecting the public health, safety, and welfare by adopting reasonable regulations, including prohibitions, on the retail sale and personal cultivation of commercial cannabis whether for medicinal or non-medicinal use; and

WHEREAS, the City of Milpitas has a vested and legitimate interest in regulating the delivery of medicinal cannabis to ensure such deliveries are conducted in a lawful and reasonable manner that affirmatively protects the health, safety, and welfare of the community and the peace, quiet, and enjoyment of all persons, including by prohibiting the delivery of anything other than the medicinal cannabis and medicinal cannabis products to the minimum extent now required by State law ; and

WHEREAS, if required to allow the delivery of medicinal cannabis and medicinal cannabis products, the City of Milpitas has a vested and legitimate interest in ensuring that such deliveries actually reach qualifying patients and do not fall into the hands of others, including minors; and

WHEREAS, the City of Milpitas has the lawful right to act upon the needs and wishes of the Milpitas community, including as expressed during the extensive surveys, polls, meetings, and public comment that lead to the City's enactment of Subsection XI-10-13.15; and

WHEREAS, the City Council reaffirms and finds still true the study, consideration, deliberation, and discussions that formed the basis for the City's enactment of Ordinance No. 298; and

WHEREAS, the City Council finds and declares based upon a full consideration of all the facts before it that there exists and foreseeably will continue to exist a more than sufficient supply of medicinal cannabis and medicinal cannabis products capable of timely and readily accessible delivery from locations outside of the City's jurisdiction in the types and quantities meeting the demand by medicinal cannabis patients within the City's jurisdiction; and

WHEREAS, the City Council finds and declares based upon a full consideration of all the facts before it that there exist more than sufficient opportunities for the establishment of additional cannabis operations outside of the City's jurisdiction to meet any future increase in demand; and

WHEREAS, the City Council finds and declares that it's local regulatory scheme, as herein amended, is consistent with SB 1186 and will not prevent medicinal cannabis patients or their primary caregivers from obtaining medicinal cannabis in a timely and readily accessible manner in the types and quantities that are sufficient to meet demand within the City's jurisdiction; and

WHEREAS, all legal prerequisites to the adoption of this ordinance have been met.

NOW, THEREFORE, the City Council of the City of Milpitas does ordain as follows:

SECTION 1. RECORD AND BASIS FOR ACTION

The City Council has duly considered the full record before it, which may include but is not limited to such things as the City staff report, testimony by staff and the public, and other materials and evidence submitted or provided to the City Council. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.

SECTION 2. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE XI ("ZONING, PLANNING AND ANNEXATION"), CHAPTER 10 ("ZONING"), SECTION 13 ("SPECIAL USES"), SUBSECTION 13.15 ("CANNABIS USES")

Title XI, Chapter 10, Section 13, Subsection 13.15 of the Milpitas Municipal Code is hereby amended to read as follows:

XI-10-13.15 Cannabis Uses

A. Purpose. The purpose of this Subsection is to prohibit to the fullest extent allowed by State Law the establishment and operation of all commercial cannabis uses within the City of Milpitas, including all cannabis dispensaries, cannabis retailers, cannabis manufacturers, cannabis microbusinesses, cannabis testing laboratories, cannabis distribution, cannabis cultivation, and delivery of cannabis. It is also the intent of this Subsection to regulate indoor cannabis cultivation, and to prohibit all outdoor cultivation, for personal use, including by qualified patients and primary caregivers. It is also the intent of this Subsection to entirely prohibit the delivery of non-medical cannabis and only allow the delivery of medicinal cannabis directly to medicinal cannabis patients or their primary caregivers to the minimum extent required by State law, subject to all laws and the additional regulations adopted here.

B. Finding and Declaration. The City finds and declares that this local regulatory scheme will not prevent medicinal cannabis patients or their primary caregivers from obtaining medicinal cannabis in a timely and readily accessible manner and in types and quantities that are sufficient to meet demand within the City's jurisdiction.

B-C. Definitions. For purposes of this Subsection, the following definitions shall apply:

1. "Cannabis" means all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from marijuana. "Cannabis" includes "cannabis" as defined in Business and Professions Code, Section 26001 and in Section 11018 of the Health and Safety Code.

2. "Cannabis cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.

3. "Cannabis delivery" means the commercial transfer of cannabis or cannabis products to a customer. "Cannabis delivery" also includes the use by a cannabis retailer of any technology platform that enables customers to arrange for or facilitate the commercial transfer by a licensed retailer of cannabis or cannabis products.

3.4. "Cannabis delivery service" or "delivery service" means any person or entity engaged in cannabis delivery.

4.5. "Cannabis distribution" means the procurement, sale, and transport of cannabis and cannabis products and any other activity allowed under the State distributor license(s), including, but not limited to, cannabis storage, quality control and collection of State cannabis taxes.

5.6. "Cannabis manufacture" means to compound, blend, extract, infuse, or otherwise make or prepare a cannabis product. Cannabis manufacture includes the production, preparation, propagation, or compounding of manufactured cannabis, or cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis or by a combination of extraction and chemical synthesis at a fixed location that packages or repackages medical cannabis or cannabis products or labels or relabels its container.

- ~~6.7.~~ "Cannabis microbusiness" means a commercial cannabis business that must engage in at least three of the following commercial cannabis activities: cultivation, manufacturing using nonvolatile solvents, distribution, and/or retail.
- ~~7.8.~~ "Cannabis products" means cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients. Cannabis products include "cannabis products" as defined in Business and Professions Code, Section 26001.
- ~~8.9.~~ "Cannabis retailer" means a facility where cannabis or cannabis products are offered, either individually or in any combination, for retail sale, including an establishment that delivers cannabis and cannabis products as part of a retail sale or conducts sales exclusively by delivery. The term "cannabis retailer" includes any nonprofits that may be licensed under Business and Professions Code, Section 26070.5. For purposes of this Chapter, "cannabis retailer" also includes medical cannabis dispensaries, patient collectives and cooperatives operating, or proposing to operate, pursuant to the Compassionate Use Act (Health and Safety Code, § 11362.5) and/or the Medical Marijuana Program (Health and Safety Code, § 11362.7 et seq.), as may be amended.
- ~~10.~~ "Cannabis testing laboratory" means a facility, entity, or site in the State that offers or performs tests of cannabis or cannabis products.
- ~~11.~~ "Chief of Police" means the Chief of Police of the City of Milpitas or his or her designee.
- ~~12.~~ "City Attorney" means the City Attorney of the City of Milpitas or his or her designee.
- ~~13.~~ "City Clerk" means the City Clerk of the City of Milpitas or his or her designee.
- ~~9.14.~~ "City Manager" means the City Manager of the City of Milpitas or his or her designee.
- ~~15.~~ "Commercial cannabis use" includes all cannabis cultivation, cannabis manufacture, cannabis distribution, cannabis testing laboratories, cannabis microbusinesses, cannabis retailers, cannabis delivery, and sale of cannabis and/or cannabis products, whether intended for medical or adult-use, and whether or not such activities are carried out for profit. Commercial cannabis uses includes "commercial cannabis activity" as defined in Business and Professions Code, Section 26001, and includes any activity that requires, or may require in the future, a license from a State licensing authority pursuant to the Medicinal and Adult-Use Cannabis Regulation and Safety Act (Business and Professions Code, Division 10), as may be amended. Commercial cannabis use does not include those activities allowed for personal use by persons 21 years of age or older, without any compensation whatsoever, in strict accordance with Health and Safety Code, Section 11362.1 and does not include the activities of a qualified patient or a primary caregiver that are exempt from State licensure pursuant to Business and Professions Code, Section 26033.
- ~~10.16.~~ "Enforcement Authority" means the Chief of Police, the City Attorney, or any other person or persons designated by the Milpitas Municipal Code or the City Manager to enforce this Subsection.
- ~~11.17.~~ "Indoor" means any location that is totally contained within a fully enclosed and secure private residence or accessory building located on the grounds of the private residence.
- ~~18.~~ "Medicinal cannabis" or "medicinal cannabis products" shall have the same meaning as the definition set forth in Business and Professions Code, Section 26001.

19. "Medicinal cannabis patient" means any one of the following:

- a. A "qualified patient," as defined in Health and Safety Code, Section 11362.7, who possesses a currently valid physician's recommendation that complies with both Article 25 (commencing with Section 2525) of Chapter 5 of Division 2 of the Business and Professions Code as well as all rules, regulations, and guidelines adopted by the Medical Board of California.
- b. A "person with an identification card," as defined in Section 11362.7 of the Health and Safety Code, who possesses a currently valid identification card issued in compliance with Article 2.5 (commencing with Section 11362.7) of Chapter 6 of Division 10 of the Health and Safety Code.

20. "Non-medicinal cannabis" or "non-medicinal cannabis products" shall mean cannabis or cannabis products, respectively, that does not qualify as medicinal cannabis, including commercial cannabis intended to be sold for non-medicinal use by an adult 21 years of age or older pursuant to State law.

21. "Outdoor" means any location that is not totally contained within a fully enclosed and secure accessory building or primary residence.

~~12.22.~~ "Personal cultivation" means cannabis cultivation for a natural person's own personal use and possession in accordance with this Code and state law, including but not limited to Health and Safety Code Sections 11362.1 and 11362.2, as may be amended, and such person does not sell or distribute cannabis to any other person. "Personal use" also means and includes cultivation of medical cannabis conducted by a qualified patient exclusively for his or her personal medical use, and cultivation conducted by a primary caregiver for the personal medical purposes of no more than five specified qualified patients for whom he or she is the primary caregiver, in accordance with state law, including Health and Safety Code Sections 11362.7 and 11362.765, as may be amended. Except as herein defined, personal cultivation does not include, and shall not authorize, any cultivation conducted as part of a business or commercial activity, including cultivation for compensation or retail or wholesale sales of cannabis.

23. "Primary caregiver" means the primary caregiver for a medicinal cannabis patient and shall have the same meaning as the definition set forth in Health and Safety Code, Section 11362.7.

~~13.~~ "Private residence" means a house, an apartment unit, accessory dwelling unit, a mobile home, or other similar dwelling occupied for residential purposes.

~~"Outdoor" means any location that is not totally contained within a fully enclosed and secure accessory building or primary residence.~~

~~C.D.~~ Personal Cultivation of Cannabis.

1. Indoor Personal Cultivation. The indoor personal cultivation of cannabis is prohibited except in compliance with the following:
 - a. Cannabis cultivation shall only occur indoors at a private residence, or inside an accessory structure located upon the grounds of a private residence.
 - b. Cannabis cultivation shall be limited to six plants total per residence, whether immature or mature, regardless of how many residents reside at the private residence.

- c. Persons engaging in indoor cultivation must comply with all State and local laws regarding fire safety, water use, electrical wiring, buildings, and indoor cultivation, and with Health and Safety Code Sections 11362.1 and 11362.2.
 - d. The use of gas products (CO2, butane, propane, natural gas, etc.) or generators for cultivation of cannabis is prohibited. Use of gas products shall be limited to those allowed by the ~~California~~ Building, Electrical, and Fire Codes as adopted and amended by the City of Milpitas.
 - e. The residence shall maintain fully functional and usable kitchen, bathroom, and bedroom areas for their intended use by the resident(s), and the premises shall not be used primarily or exclusively for cannabis cultivation.
 - f. All areas used for cannabis cultivation shall be located within a fully enclosed and secure structure. "Fully enclosed and secure structure" means a space within a building, greenhouse or other legal structure which has a complete roof enclosure supported by connecting walls extending from the ground to the roof, which is secure against unauthorized entry, provides complete visual screening, and which is accessible only through one or more lockable doors and inaccessible to minors.
2. Outdoor Personal Cultivation Prohibited. Outdoor personal cultivation of cannabis is prohibited in all zoning districts in the City of Milpitas.

D.E. Commercial Cannabis Uses.

1. Commercial Cannabis Uses Prohibited. All medical and adult-use commercial cannabis uses as defined herein are prohibited from establishing or operating within the City of Milpitas. No use permit, variance, building permit, or any other entitlement or permit, whether administrative or discretionary, shall be approved or issued for the establishment or operation of a commercial cannabis use in any zoning district, and no person shall otherwise establish such businesses or operations in any zoning district.

E.F. Cannabis Deliveries

1. Deliveries Generally Prohibited. ~~To the fullest extent allowed by State law~~ Except as set forth in Subsection XI-10-13.15(F)(2), the ban on commercial cannabis uses also prohibits the operation of a cannabis delivery service to customers in the City of Milpitas, including those deliveries originating from a physical location outside of the City. Nothing in this Subsection is intended to, nor shall it be construed to, permit and/or legalize any delivery operation, use, and/or activity that is otherwise prohibited under this Subsection and/or any other law. Rather, this Subsection is intended to prohibit the delivery of commercial cannabis to the fullest extent allowed by state law, including by entirely prohibiting the delivery of non-medicinal cannabis.
2. Direct Deliveries to Medicinal Cannabis Patients or Primary Caregivers Excepted. The direct delivery of medicinal cannabis to a specifically identified medicinal cannabis patient or the primary caregiver for a specifically identified medicinal cannabis patient within the City's jurisdictional limits from a location outside the City's jurisdictional limits is not prohibited by this Subsection only if such deliveries fully comply with each and every one of the following operating conditions:
 - a. All deliveries must be directly to a specifically identified medicinal cannabis patient or the primary caregiver for a specifically identified medicinal cannabis patient by a duly licensed cannabis delivery service. Prior to delivery, the delivery service must obtain a copy of written documentation for the identified medicinal cannabis patient proving the patient

possess a physician's recommendation for medicinal cannabis that is valid at the time of delivery.

- i. For deliveries to a medicinal cannabis patient, that written documentation must include either a currently valid copy of a physician's recommendation that complies with Article 25 (commencing with Section 2525) of Chapter 5 of Division 2 of the Business and Professions Code or a currently valid identification card issued to the in compliance with Article 2.5 (commencing with Section 11362.7) of Chapter 6 of Division 10 of the Health and Safety Code.
- ii. For deliveries to a primary caregiver for a medicinal cannabis patient, that written documentation must include either a currently valid identification card for the identified patient issued to the primary caregiver in compliance with Article 2.5 (commencing with Section 11362.7) of Chapter 6 of Division 10 of the Health and Safety Code or both a currently valid copy of a physician's recommendation that complies with Article 25 (commencing with Section 2525) of Chapter 5 of Division 2 of the Business and Professions Code and proof that primary caregiver has consistently assumed responsibility for the housing, health, or safety of the identified patient.
- iii. Written documentation received by a delivery service for this purpose shall be maintained confidentially and only disclosed in compliance with all applicable laws.

b. All deliveries must be to a fixed address for a specifically identified medicinal cannabis patient.

- i. For deliveries to a medicinal cannabis patient, that fixed address must be the patient's private residence.
- ii. For deliveries to a primary caregiver for a medicinal cannabis patient, that fixed address must be the primary caregiver's primary business address.
- iii. Deliveries cannot be to a post office box, any other form of mail, package, or parcel pickup location or locker, or to a mail, package, or parcel receiving agency or business.
- iv. Delivery must be to a person 18 years of age or older. The delivery service must record the name of the person receiving the delivery.
- v. Upon delivery, and prior to completing delivery, the delivery must be signed for by the identified medicinal cannabis patient or the primary caregiver for the identified medicinal cannabis patient.

c. All deliveries must occur between the hours of 6:00 a.m. Pacific Time and 10:00 p.m. Pacific Time. Deliveries may not occur in a manner that would tend to disturb the peace, quiet, and/or enjoyment of a reasonable person of normal sensitivity residing nearby.

d. The cannabis delivery service must maintain a log or other record stating the date, time, quantities, and products for each delivery as well as the name of the identified medicinal cannabis patient and the name of any primary caregiver for the delivery.

- e. The cannabis delivery service must retain for a period of at least two years copies of all records, documentation, signatures, permits, and licenses required by this Subsection and present them to a law enforcement officer upon demand.
 - f. The cannabis delivery service must fully comply with all applicable laws, including this Subsection and Division 10 of the Business and Professions Code, all rules and regulations promulgated by the Department of Cannabis Control, including in Title 4, Division 19 of the California Code of Regulations, and all guidelines, procedures, and regulations promulgated pursuant to this Subsection by the City Manager and/or his or her designee.
 - a.g. Deliveries of medicinal cannabis may not include anything other than medicinal cannabis and medicinal cannabis products. Specifically, deliveries of medicinal cannabis may not include delivery of cannabis accessories or promotional materials, as defined by Section 15000 of Title 4, Division 19, Chapter 1, Article 1 of the California Code of Regulations, or branded merchandise of any kind.
3. Business Tax and License. A cannabis delivery service must obtain a business tax license from the City pursuant to Title III, Chapter 1 of this Code prior to commencing any delivery service within the City's jurisdiction, even if delivering from a physical location outside of the City. A cannabis delivery service must pay all state and local taxes or fees for delivery services occurring within the City's jurisdiction, including taxes or fees imposed by or owed to the City.
4. Registration. A cannabis delivery service must register with the Milpitas Police Department in a form acceptable to the Chief of Police prior to commencing any delivery service within the City's jurisdiction, even if delivering from a physical location outside of the City. That registration must be signed by the registrant averring the truth and accuracy of the information contained therein and include all of the following information:
- a. The name, address, and telephone number of the registrant and the delivery service. If the registrant or the delivery service has done business under any other name, including a fictitious name, the registrant must provide each name and all dates and jurisdictions of use.
 - b. The name, address, and telephone number of the person(s) who will manage and operate the delivery service.
 - c. The name, address, and telephone number for the person(s) authorized to accept service of process and legal notices for the delivery service.
 - d. The business name, license number, license type, license designation, license status, and expiration date for any applicable license issued by the Department of Cannabis Control.
 - e. Any other information required by the Chief of Police.
- The delivery service must update its registration annually and within 72 hours of any change to the information contained in its registration or its cessation or suspension of medicinal cannabis delivery services within the City's jurisdiction.
5. Administrative and Criminal Violations. In addition to all other remedies and actions allowed by law, any violation of this Subsection may be enforced by administrative citation, pursuant to Title I, Chapter 21 of this Code, or criminal prosecution, pursuant to Section I-1-4.09 of this Code. At the Enforcement Authority's sole discretion, violations of this Subsection may be charged as a misdemeanor, punished by a fine not to exceed the sum of five hundred dollars (\$500) or by imprisonment in the County Jail not to exceed six (6) months or by both such fine and imprisonment, or an infraction, punished by a fine not exceeding one hundred dollars (\$100) for a first violation, a fine not exceeding two hundred dollars (\$200) for a second

violation within one year, or a fine not exceeding five hundred dollars (\$500) for each additional violation within one year. Each day such a violation continues shall be a new and separate violation.

6. Suspension or Prohibition. In addition to all other remedies and actions allowed by law, the Enforcement Authority may immediately suspend or prohibit any delivery service from delivering medicinal cannabis within the City's jurisdictions, or impose additional terms and conditions upon that delivery service, if it fails to fully comply with all laws, including this Subsection, fails to register with the Milpitas Police Department prior to delivering within the City's jurisdiction, fails to maintain its business license, or fails to remit any applicable state or local taxes or fees for delivery services occurring within the City's jurisdiction. Pursuant to Title I, Chapter 20, Section 2 of this Code, notice of this suspension, revocation, or imposition of additional terms and conditions may be served by mail to the address provided in the delivery service's registration or, if there is no current registration, any other address listed for the delivery service. Within fifteen (15) calendar days of that mailing, the delivery service may appeal that determination to a hearing officer appointed by the City Manager pursuant to the procedure provide in Title I, Chapter 20, Section 3 of this Code by filing with the City Clerk a written notice of appeal containing all factual and legal grounds for the appeals as well as all records or other evidence supporting that appeal. Within twelve (12) calendar days of being mailed notice of the hearing officer's decision pursuant to the same notice procedure, the delivery service may appeal the hearing officer's decision to the City Council pursuant to the procedure provided in Title I, Chapter 20, Section 5 of this Code.
7. Transportation Through City. This section shall not be construed to prohibit use of the public roads to pass through the City's jurisdiction without making a delivery within the City's jurisdiction pursuant to Business and Professions Code, Section 26090 or those activities allowed by Section 26054, subdivisions (c) ~~or~~, (d), or (e).
- 2.8. Implementing Regulations. The City Manager, or his or her designee, with due consultation with the Chief of Police, shall have the authority to adopt all necessary guidelines, procedures, and regulations to implement the requirements and fulfill the policies and purposes of this Subsection related to the delivery of medicinal cannabis.

F.G. Public Nuisance; Effect of State Law.

1. It is hereby declared to be a public nuisance for any person owning, leasing, occupying, or having charge or possession of any real property in the City to cause or allow such real property to be used for a commercial cannabis use or for the cultivation of cannabis except in strict compliance with this Chapter. Any condition caused or permitted to exist in violation of any of the provisions of this Chapter may be abated as a public nuisance as provided in this Code and/or under State law.
2. In the event of any conflict between the penalties enumerated under this Code and any penalties set forth in State law, the maximum penalties allowable under State law shall govern. The City Attorney or prosecuting attorney has the authority to declare and prosecute the violation as the maximum penalty permitted by State law, including but not limited to, those penalties prescribed by ~~California~~ Health & Safety Code, Section 11362.4. To the extent certain conduct is immune from arrest and criminal liability pursuant to State law, including the Compassionate Use Act of 1996 (Health and Safety Code Section 11362.5) or the Medical Marijuana Program (Health and Safety Code Section 11362.7 et seq.), criminal penalties shall not apply.

SECTION 3. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

The City Council finds and determines that the adoption of this amending ordinance is not a project and is not subject to CEQA review because it does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change, particularly in that it does not alter the use of land or does a most does not do so inconsistently with uses already authorized, prohibited, or regulated by law. (Cal. Code Regs., tit. 14, § 15378.) Furthermore, even if considered a project, this amending ordinance is categorically exempt from CEQA review in that it comprises of non-land use regulations or at most minor alterations in land use limitations that do not result in any changes in land use or density (Cal. Code Regs., tit. 14, § 15305, 15378(a)(1)) and by common sense can be seen with certainly that there is no possibility that the activity in question may have a significant effect on the environment particularly in consideration of the activities already permitted, prohibited, or regulated by law (Cal. Code Regs., tit. 14, § 15061(b)(3)). This amending ordinance is also exempt because it does not affect development density established by existing zoning and the City's General Plan, for which an Environmental Impact Report was already certified, and does not have any project-specific significant environmental effects peculiar to the project or any site. (Cal. Code Regs., tit. 14, § 15183.)

SECTION 4. SEVERABILITY

The provisions of this Ordinance are separable, and the invalidity of any phrase, clause, provision or part shall not affect the validity of the remainder.

SECTION 5. EFFECTIVE DATE AND POSTING

In accordance with Section 36937 of the Government Code of the State of California, this Ordinance shall take effect thirty (30) days from and after the date of its passage. The City Clerk of the City of Milpitas shall cause this Ordinance or a summary thereof to be published in accordance with Section 36933 of the Government Code of the State of California.

REGULAR

NUMBER: 298

TITLE: A ZONING ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILPITAS ADDING SUBSECTION XI-10-13.15 ENTITLED “CANNABIS USES” AND AMENDING SUBSECTION XI-10-13.05 ENTITLED “HOME OCCUPATION” OF THE MILPITAS MUNICIPAL CODE, TITLE XI, CHAPTER 10, SECTION 13, TO REGULATE CANNABIS CULTIVATION FOR PERSONAL USE AND TO PROHIBIT ALL COMMERCIAL CANNABIS USES, AND MAKING FINDINGS OF EXEMPTION FROM ENVIRONMENTAL REVIEW PURSUANT TO CEQA GUIDELINES SECTIONS 15060(C)(3) AND 15061(b)(3)

HISTORY: This Ordinance was introduced (first reading) by the City Council at its meeting of December 19, 2018, upon motion by Councilmember Montano, and was adopted (second reading) by the City Council at its meeting of January 15, 2019, upon motion by Councilmember Nuñez. The Ordinance was duly passed and ordered published in accordance with law by the following vote:

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

NOES: (0) None

ABSENT: (0) None

ABSTAIN: (0) None

ATTEST:

Mary Lavelle, City Clerk

Rich Tran, Mayor

APPROVED AS TO FORM:

Christopher J. Diaz, City Attorney

RECITALS AND FINDINGS:

WHEREAS, the City of Milpitas, California (the “City”) is a municipal corporation, duly organized under the constitution and laws of the State of California; and

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

WHEREAS, in 1996, the voters of the State of California approved the Compassionate Use Act of 1996 (“CUA”) (codified as Health and Safety Code, § 11362.5 et seq.) to enable seriously ill Californians to legally possess, use, and cultivate marijuana for personal medical use free from prosecution under enumerated provisions of State law; and

WHEREAS, in 2003, the California Legislature adopted the Medical Marijuana Program Act (“MMP”) (codified as Health and Safety Code, § 11362.7 et seq.), which permits qualified patients and their primary caregivers to associate collectively or cooperatively to cultivate marijuana for medical purposes without being subject to criminal prosecution under State law, however certain exemptions from criminal prosecution will expire on or about January 9, 2019 (Health & Safety Code, § 11362.775); and

WHEREAS, in 2013, the California Supreme Court issued its decision in *City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc.* (2013) 56 Cal. 4th 729, holding that nothing in the CUA or MMP preempted cities’ authority to regulate or ban outright medical marijuana land uses; and

WHEREAS, in 2015, the California Legislature enacted the Medical Cannabis Regulation and Safety Act (MCRSA), which for the first time in the State’s history adopted comprehensive regulations and licensing for medical marijuana businesses; and

WHEREAS, in 2016, California voters approved Proposition 64, the Control, Regulate and Tax Adult Use of Marijuana Act (AUMA), which legalized the non-medical use of marijuana by adults over 21 years of age, and provides for State licensing of adult-use marijuana businesses; and

WHEREAS, Senate Bill 94 (“SB 94”), signed by the Governor on June 27, 2017 to take effect immediately, repealed the MCRSA, and amended AUMA to consolidate the State licensing scheme applicable to both medical and adult-use commercial cannabis activity under a new law entitled the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA); and

WHEREAS, MAUCRSA recognizes, preserves and does not supersede or limit the authority of a local jurisdiction to adopt and enforce local ordinances that regulate licensed cannabis businesses, including, but not limited to, completely prohibiting the establishment or operation of one or more types of businesses licensed under MAUCRSA within the local jurisdiction (Business and Professions Code, § 26200); and

WHEREAS, AUMA, as amended by MAUCRSA, legalizes cultivation of not more than six living cannabis plants per property by persons 21 years of age or older for personal use; and

WHEREAS, AUMA, as amended by MAUCRSA, provides that a city shall not completely prohibit personal cultivation of cannabis inside a private residence or inside an accessory structure to a private residence that is fully enclosed and secure, but that a city may completely prohibit personal cultivation of cannabis outdoors (Health and Safety Code, § 11362.2); and

WHEREAS, on January 17, 2017, the City Council adopted Urgency Ordinance No. 291 pursuant to Government Code Section 65858, establishing a forty-five (45) day moratorium on all marijuana uses to the extent allowed by law in light of the passage of Proposition 64 in the State of California; and

WHEREAS, on February 21, 2017, the City Council adopted Urgency Ordinance No. 291.1 pursuant to Government Code Section 65858, extending the moratorium on all marijuana uses for a period of 10 months and 15 days; and

WHEREAS, in January 2017, the City Council adopted Urgency Ordinance No. 291.2 pursuant to Government Code Section 65858, extending the moratorium for an additional 12-month period for the full two years authorized under State law, to allow the City to complete its study of potential cannabis regulations; and

WHEREAS, a City Council subcommittee, City staff and the City Council have conducted numerous meetings, community outreach, polling and analysis to determine what types of regulations, if any, the City would like to impose on marijuana/cannabis uses in light of the passage of AUMA and MAUCRSA in the State of California; and

WHEREAS, as a result of that study, and in accordance with Business and Professions Code, Section 26200, this Ordinance effects zoning limitations that prohibit the physical establishment or operation of all commercial cannabis uses within Milpitas, including all commercial cultivators, manufacturers, testing laboratories, retailers/dispensaries, delivery services, distributors and microbusinesses that are or will be licensed by the State of California pursuant to the MAUCRSA, as the best course of action for the City's citizens and the community at large.

NOW, THEREFORE, the City Council of the City of Milpitas does ordain as follows:

SECTION 1. RECORD AND BASIS FOR ACTION

The City Council has duly considered the full record before it, which may include but is not limited to such things as the City staff report, testimony by staff and the public, and other materials and evidence submitted or provided to the City Council. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.

SECTION 2. MUNICIPAL CODE AMENDMENT

The City Council hereby adds Subsection XI-10-13.15 entitled "Cannabis Uses" to the Milpitas Municipal Code, Title XI, Chapter 10, Section 13, as set forth on Exhibit A, attached hereto and incorporated herein by this reference.

SECTION 3. MUNICIPAL CODE AMENDMENT

The City Council hereby amends and restates Subparagraph (B)(9) of Subsection XI-10-13.05 entitled "Home Occupation" of the Milpitas Municipal Code, Title XI, Chapter 10, Section 13, as follows:

"9. The occupations listed below shall not be considered incidental and secondary to the residence because they will change the residential character of the dwelling and because they change the character of the neighborhood:

- a. Barber and beauty shops or similar cosmetology establishments;
- b. Kennels and other boarding for pets;
- c. Mechanical and auto repairs;
- d. Medical and dental offices;
- e. Retail sales (excluding retail sales in which all products are sold over the phone or internet and shipped to the customer);
- f. Commercial cannabis uses. See Subsection XI-10-13.15."

All other provisions contained in Subsection XI-10-13.05 of the Milpitas Municipal Code shall remain in full force and effect.

SECTION 4. MUNICIPAL CODE AMENDMENT

The City Council hereby repeals and reserves Chapter 5 of the Milpitas Municipal Code, Title XI.

SECTION 5. CALIFORNIA ENVIRONMENTAL QUALITY ACT

This Ordinance is not a project within the meaning of Section 15378 of the State of California Environmental Quality Act (“CEQA”) Guidelines, because it has no potential for resulting in physical change in the environment, directly or indirectly, and therefore is exempt from environmental review pursuant to CEQA Guidelines, Section 15060(c)(3). The City Council further finds that if this Ordinance is deemed to be a project, it is nonetheless exempt from further environmental review under the general rule stated in CEQA Guidelines, Section 15061(b)(3), that CEQA applies only to projects which have the potential for causing a significant effect on the environment. The Ordinance prohibits commercial cannabis businesses and outdoor personal cannabis cultivation from establishing or occurring in the City and therefore will maintain current development levels. Accordingly, the City Council finds that this Ordinance is categorically exempt from further CEQA review because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

SECTION 6. SEVERABILITY

If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 7. CUSTODIAN OF RECORDS

The documents and materials that constitute the record of proceedings on which this Ordinance is based are located at the City Clerk’s office located at 455 East Calaveras Blvd., Milpitas, CA 95305. The custodian of these records is the City Clerk.

SECTION 8. RESTATEMENT OF EXISTING LAW

The adoption of this Ordinance shall not in any manner affect the prosecution for violations of ordinances, which violations were committed prior to the effective date hereof, nor be construed as a waiver of any license or penalty or the penal provisions applicable to any violation thereof.

SECTION 9. EFFECTIVE DATE

Pursuant to Government Code, Section 36937, this Ordinance shall take effect thirty (30) days after its final passage.

SECTION 10. CERTIFICATION

The City Clerk shall certify as to the adoption of this Ordinance and shall cause it to be published within fifteen (15) days of the adoption and shall post a certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with California Government Code Section 36933.

SECTION 11. FILING WITH STATE

The City Clerk shall submit a copy of this Ordinance to the Bureau of Cannabis Control as provided by Business and Professions Code, Section 26055.

EXHIBIT A

XI-10-13.15 - Cannabis Uses

- A. Purpose. The purpose of this Subsection is to prohibit the establishment and operation of all commercial cannabis uses within the City of Milpitas, including all cannabis dispensaries, cannabis retailers, cannabis manufacturers, cannabis microbusinesses, cannabis testing laboratories, cannabis distribution, cannabis cultivation, and delivery of cannabis. It is also the intent of this Subsection to regulate indoor cannabis cultivation, and to prohibit all outdoor cultivation, for personal use, including by qualified patients and primary caregivers.
- B. Definitions. For purposes of this Subsection, the following definitions shall apply:
1. “Cannabis” means all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. “Cannabis” also means the separated resin, whether crude or purified, obtained from marijuana. “Cannabis” includes “cannabis” as defined in Business and Professions Code, Section 26001 and in Section 11018 of the Health and Safety Code.
 2. “Cannabis cultivation” means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.
 3. “Cannabis delivery” means the commercial transfer of cannabis or cannabis products to a customer. “Cannabis delivery” also includes the use by a cannabis retailer of any technology platform that enables customers to arrange for or facilitate the commercial transfer by a licensed retailer of cannabis or cannabis products.
 4. “Cannabis distribution” means the procurement, sale, and transport of cannabis and cannabis products and any other activity allowed under the State distributor license(s), including, but not limited to, cannabis storage, quality control and collection of State cannabis taxes.
 5. “Cannabis manufacture” means to compound, blend, extract, infuse, or otherwise make or prepare a cannabis product. Cannabis manufacture includes the production, preparation, propagation, or compounding of manufactured cannabis, or cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis or by a combination of extraction and chemical synthesis at a fixed location that packages or repackages medical cannabis or cannabis products or labels or relabels its container.
 6. “Cannabis microbusiness” means a commercial cannabis business that must engage in at least three of the following commercial cannabis activities: cultivation, manufacturing using nonvolatile solvents, distribution, and/or retail.
 7. “Cannabis products” means cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients. Cannabis products include “cannabis products” as defined in Business and Professions Code, Section 26001.
 8. “Cannabis retailer” means a facility where cannabis or cannabis products are offered, either individually or in any combination, for retail sale, including an establishment that delivers cannabis and cannabis products as part of a retail sale or conducts sales exclusively by delivery. The term “cannabis retailer” includes any nonprofits that may be licensed under Business and Professions Code, Section 26070.5. For purposes of this Chapter, “cannabis retailer” also includes medical cannabis dispensaries, patient collectives and cooperatives operating, or proposing to operate, pursuant to the Compassionate Use Act (Health and Safety Code, § 11362.5) and/or the Medical Marijuana Program (Health and Safety Code, § 11362.7 et seq.), as may be amended.
 9. “Cannabis testing laboratory” means a facility, entity, or site in the State that offers or performs tests of cannabis

or cannabis products.

10. “Commercial cannabis use” includes all cannabis cultivation, cannabis manufacture, cannabis distribution, cannabis testing laboratories, cannabis microbusinesses, cannabis retailers, cannabis delivery, and sale of cannabis and/or cannabis products, whether intended for medical or adult-use, and whether or not such activities are carried out for profit. Commercial cannabis uses includes “commercial cannabis activity” as defined in Business and Professions Code, Section 26001, and includes any activity that requires, or may require in the future, a license from a State licensing authority pursuant to the Medicinal and Adult-Use Cannabis Regulation and Safety Act (Business and Professions Code, Division 10), as may be amended. Commercial cannabis use does not include those activities allowed for personal use by persons 21 years of age or older, without any compensation whatsoever, in strict accordance with Health and Safety Code, Section 11362.1 and does not include the activities of a qualified patient or a primary caregiver that are exempt from State licensure pursuant to Business and Professions Code, Section 26033.
11. “Indoor” means any location that is totally contained within a fully enclosed and secure private residence or accessory building located on the grounds of the private residence.
12. “Personal cultivation” means cannabis cultivation for a natural person’s own personal use and possession in accordance with this Code and state law, including but not limited to Health and Safety Code Sections 11362.1 and 11362.2, as may be amended, and such person does not sell or distribute cannabis to any other person. “Personal use” also means and includes cultivation of medical cannabis conducted by a qualified patient exclusively for his or her personal medical use, and cultivation conducted by a primary caregiver for the personal medical purposes of no more than five specified qualified patients for whom he or she is the primary caregiver, in accordance with state law, including Health and Safety Code Sections 11362.7 and 11362.765, as may be amended. Except as herein defined, personal cultivation does not include, and shall not authorize, any cultivation conducted as part of a business or commercial activity, including cultivation for compensation or retail or wholesale sales of cannabis.
13. “Private residence” means a house, an apartment unit, accessory dwelling unit, a mobile home, or other similar dwelling occupied for residential purposes.
14. “Outdoor” means any location that is not totally contained within a fully enclosed and secure accessory building or primary residence.

C. Personal Cultivation of Cannabis.

1. Indoor Personal Cultivation. The indoor personal cultivation of cannabis is prohibited except in compliance with the following:
 - a. Cannabis cultivation shall only occur indoors at a private residence, or inside an accessory structure located upon the grounds of a private residence.
 - b. Cannabis cultivation shall be limited to six plants total per residence, whether immature or mature, regardless of how many residents reside at the private residence.
 - c. Persons engaging in indoor cultivation must comply with all State and local laws regarding fire safety, water use, electrical wiring, buildings, and indoor cultivation, and with Health and Safety Code Sections 11362.1 and 11362.2.
 - d. The use of gas products (CO₂, butane, propane, natural gas, etc.) or generators for cultivation of cannabis is prohibited. Use of gas products shall be limited to those allowed by the California Building, Electrical, and Fire Codes as adopted and amended by the City of Milpitas.
 - e. The residence shall maintain fully functional and usable kitchen, bathroom, and bedroom areas for their

intended use by the resident(s), and the premises shall not be used primarily or exclusively for cannabis cultivation.

- f. All areas used for cannabis cultivation shall be located within a fully enclosed and secure structure. “Fully enclosed and secure structure” means a space within a building, greenhouse or other legal structure which has a complete roof enclosure supported by connecting walls extending from the ground to the roof, which is secure against unauthorized entry, provides complete visual screening, and which is accessible only through one or more lockable doors and inaccessible to minors.

2. Outdoor Personal Cultivation Prohibited. Outdoor personal cultivation of cannabis is prohibited in all zoning districts in the City of Milpitas.

D. Commercial Cannabis Uses.

1. Commercial Cannabis Uses Prohibited. All medical and adult-use commercial cannabis uses as defined herein are prohibited from establishing or operating within the City of Milpitas. No use permit, variance, building permit, or any other entitlement or permit, whether administrative or discretionary, shall be approved or issued for the establishment or operation of a commercial cannabis use in any zoning district, and no person shall otherwise establish such businesses or operations in any zoning district.
2. Deliveries. To the fullest extent allowed by State law, the ban on commercial cannabis uses also prohibits the operation of a cannabis delivery service to customers in the City of Milpitas, including those deliveries originating from a physical location outside of the City.
3. This section shall not be construed to prohibit use of the public roads pursuant to Business and Professions Code, Section 26090 or those activities allowed by Section 26054, subdivisions (c) or (d).

E. Public Nuisance; Effect of State Law.

1. It is hereby declared to be a public nuisance for any person owning, leasing, occupying, or having charge or possession of any real property in the City to cause or allow such real property to be used for a commercial cannabis use or for the cultivation of cannabis except in strict compliance with this Chapter. Any condition caused or permitted to exist in violation of any of the provisions of this Chapter may be abated as a public nuisance as provided in this Code and/or under State law.
2. In the event of any conflict between the penalties enumerated under this Code and any penalties set forth in State law, the maximum penalties allowable under State law shall govern. The City Attorney or prosecuting attorney has the authority to declare and prosecute the violation as the maximum penalty permitted by State law, including but not limited to, those penalties prescribed by California Health & Safety Code, Section 11362.4. To the extent certain conduct is immune from arrest and criminal liability pursuant to State law, including the Compassionate Use Act of 1996 (Health and Safety Code Section 11362.5) or the Medical Marijuana Program (Health and Safety Code Section 11362.7 et seq.), criminal penalties shall not apply.

2022 Cal. Legis. Serv. Ch. 395 (S.B. 1186) (WEST)

CALIFORNIA 2022 LEGISLATIVE SERVICE

2022 Portion of 2021-2022 Regular Session

Additions are indicated by **Text**; deletions by

*******.

Vetoed are indicated by ~~Text~~;

stricken material by ~~Text~~.

CHAPTER 395

S.B. No. 1186

AN ACT to amend Section 26200 of, and to add Chapter 26 (commencing with Section 26320) to Division 10 of, the Business and Professions Code, relating to cannabis.

[Filed with Secretary of State September 18, 2022.]

LEGISLATIVE COUNSEL'S DIGEST

SB 1186, Wiener. Medicinal Cannabis Patients' Right of Access Act.

Existing law, the Compassionate Use Act of 1996, an initiative measure enacted by Proposition 215 at the November 6, 1996, statewide general election, declares that its purpose is, among other things, to ensure that seriously ill Californians have the right to obtain and use marijuana for medical purposes, as specified, and exempts from state criminal liability certain patients and their primary caregivers who possess or cultivate marijuana for the personal medical purposes of the patient. Existing law, known as the Medical Marijuana Program, establishes a voluntary registration program for qualified medicinal cannabis patients and their primary caregivers through a statewide identification card system maintained by the State Department of Public Health and sets forth guidelines for the possession of medicinal cannabis.

The Control, Regulate and Tax Adult-Use of Marijuana Act of 2016 (AUMA), an initiative measure approved as Proposition 64 at the November 8, 2016, statewide general election, established a comprehensive system to legalize, control, and regulate the cultivation, processing, manufacture, distribution, testing, and sale of nonmedical marijuana. AUMA reserved to a local jurisdiction specified powers regarding commercial adult-use cannabis activity, including adopting and enforcing local ordinances regulating commercial adult-use cannabis activity. Existing law, the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA), among other things, consolidates the licensure and regulation of commercial medicinal and adult-use cannabis activities, including the retail sale of medicinal cannabis.

This bill would enact the Medicinal Cannabis Patients' Right of Access Act, which, on and after January 1, 2024, would prohibit a local jurisdiction from adopting or enforcing any regulation that prohibits the retail sale by delivery within the local

jurisdiction of medicinal cannabis to medicinal cannabis patients or their primary caregivers by medicinal cannabis businesses, as defined, or that has the effect of prohibiting the retail sale by delivery within the local jurisdiction of medicinal cannabis to medicinal cannabis patients or their primary caregivers in a timely and readily accessible manner and in types and quantities that are sufficient to meet demand from medicinal cannabis patients within the local jurisdiction, as specified. The bill, on and after January 1, 2024, would provide that the act may be enforced by an action for writ of mandate brought by a medicinal cannabis patient or their primary caregiver, a medicinal cannabis business, the Attorney General, or any other party otherwise authorized by law.

This bill would incorporate additional changes to Section 26200 of the Business and Professions Code proposed by AB 2210 to be operative only if this bill and AB 2210 are enacted and this bill is enacted last.

To the extent this bill would impose additional duties on local jurisdictions, the bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

The people of the State of California do enact as follows:

SECTION 1. Section 26200 of the Business and Professions Code is amended to read:

<< CA BUS & PROF § 26200 >>

26200. (a)(1) *****Except as set forth in the Medicinal Cannabis Patients' Right of Access Act (Chapter 26 (commencing with Section 26320)), this** division shall not be interpreted to supersede or limit the authority of a local jurisdiction to adopt and enforce local ordinances to regulate businesses licensed under this division, including, but not limited to, local zoning and land use requirements, business license requirements, and requirements related to reducing exposure to secondhand smoke, or to completely prohibit the establishment or operation of one or more types of businesses licensed under this division within the local jurisdiction.

(2) *****Except as set forth in the Medicinal Cannabis Patients' Right of Access Act (Chapter 26 (commencing with Section 26320)), this** division shall not be interpreted to supersede or limit existing local authority for law enforcement activity, enforcement of local zoning requirements or local ordinances, or enforcement of local license, permit, or other authorization requirements.

(b) This division shall not be interpreted to require the department to undertake local law enforcement responsibilities, enforce local zoning requirements, or enforce local licensing, permitting, or other authorization requirements.

(c) A local jurisdiction shall notify the department upon revocation of any local license, permit, or authorization for a licensee to engage in commercial cannabis activity within the local jurisdiction. Within 60 days of being so informed, the department shall begin the process to determine whether a license issued to the licensee should be suspended or revoked pursuant to Chapter 3 (commencing with Section 26030).

(d) For facilities issued a state license that are located within the incorporated area of a city, the city shall have full power and authority to enforce this division and the regulations promulgated by the department, if delegated by the state. Notwithstanding Sections 101375, 101400, and 101405 of the Health and Safety Code or any contract entered into pursuant thereto, or any other law, the city shall assume complete responsibility for any regulatory function pursuant to this division within the city limits that would otherwise be performed by the county or any county officer or employee, including a county health officer, without liability, cost, or expense to the county.

(e)(1) This division does not prohibit the issuance of a state temporary event license to a licensee authorizing onsite cannabis sales to, and consumption by, persons 21 years of age or older at a county fair event, district agricultural association event, or at another venue expressly approved by a local jurisdiction for the purpose of holding temporary events of this nature, provided that the activities, at a minimum, comply with all the following:

(A) The requirements of paragraphs (1) to (3), inclusive, of subdivision (g).

(B) All participants who are engaged in the onsite retail sale of cannabis or cannabis products at the event are licensed under this division to engage in that activity.

(C) The activities are otherwise consistent with regulations promulgated and adopted by the department governing state temporary event licenses.

(D) A state temporary event license shall only be issued in local jurisdictions that authorize such events.

(E) A licensee who submits an application for a state temporary event license shall, 60 days before the event, provide to the department a list of all licensees that will be providing onsite sales of cannabis or cannabis products at the event. If any changes occur in that list, the licensee shall provide the department with a final updated list to reflect those changes. A person shall not engage in the onsite retail sale of cannabis or cannabis products, or in any way participate in the event, who is not included in the list, including any updates, provided to the department.

(2) The department may impose a civil penalty on any person who violates this subdivision, or any regulations adopted by the department governing state temporary event licenses, in an amount up to three times the amount of the license fee for each violation, consistent with Sections 26018 and 26038.

(3) The department may require the event and all participants to cease operations without delay if in the opinion of the department or local law enforcement it is necessary to protect the immediate public health and safety of the people of the state. The department may also require the event organizer to immediately expel from the event any participant selling cannabis or cannabis products without a license from the department that authorizes the participant to sell cannabis or cannabis products. If the unlicensed participant does not leave the event, the department may require the event and all participants to cease operations immediately.

(4) The order by the department for the event to cease operations pursuant to paragraph (3) does not entitle the event organizer or any participant in the event to a hearing or an appeal of the decision. Chapter 3 (commencing with Section 490)

of Division 1.5 and Chapter 4 (commencing with Section 26040) of this division shall not apply to the order by the department for the event to cease operations pursuant to paragraph (3).

(5) The smoking of cannabis or cannabis products at temporary events authorized pursuant to this subdivision is prohibited in locations where smoking is prohibited. For purposes of this section, “smoking” has the same meaning as defined in subdivision (c) of Section 22950.5.

(f) This division, or any regulations promulgated thereunder, shall not be deemed to limit the authority or remedies of a city, county, or city and county under any provision of law, including, but not limited to, Section 7 of Article XI of the California Constitution.

(g) Notwithstanding paragraph (1) of subdivision (a) of Section 11362.3 of the Health and Safety Code, a local jurisdiction may allow for the smoking, vaporizing, and ingesting of cannabis or cannabis products on the premises of a retailer or microbusiness licensed under this division if all of the following are met:

(1) Access to the area where cannabis consumption is allowed is restricted to persons 21 years of age or older.

(2) Cannabis consumption is not visible from any public place or nonage-restricted area.

(3) Sale or consumption of alcohol or tobacco is not allowed on the premises.

(h) This division shall not be interpreted to supersede Section 6404.5 of the Labor Code.

SEC. 1.5. Section 26200 of the Business and Professions Code is amended to read:

<< CA BUS & PROF § 26200 >>

26200. (a)(1) ~~***~~ **Except as set forth in the Medicinal Cannabis Patients' Right of Access Act (Chapter 26 (commencing with Section 26320)),** this division shall not be interpreted to supersede or limit the authority of a local jurisdiction to adopt and enforce local ordinances to regulate businesses licensed under this division, including, but not limited to, local zoning and land use requirements, business license requirements, and requirements related to reducing exposure to secondhand smoke, or to completely prohibit the establishment or operation of one or more types of businesses licensed under this division within the local jurisdiction.

(2) ~~***~~ **Except as set forth in the Medicinal Cannabis Patients' Right of Access Act (Chapter 26 (commencing with Section 26320)),** this division shall not be interpreted to supersede or limit existing local authority for law enforcement activity, enforcement of local zoning requirements or local ordinances, or enforcement of local license, permit, or other authorization requirements.

(b) This division shall not be interpreted to require the department to undertake local law enforcement responsibilities, enforce local zoning requirements, or enforce local licensing, permitting, or other authorization requirements.

(c) A local jurisdiction shall notify the department upon revocation of any local license, permit, or authorization for a licensee to engage in commercial cannabis activity within the local jurisdiction. Within 60 days of being so informed, the department

shall begin the process to determine whether a license issued to the licensee should be suspended or revoked pursuant to Chapter 3 (commencing with Section 26030).

(d) For facilities issued a state license that are located within the incorporated area of a city, the city shall have full power and authority to enforce this division and the regulations promulgated by the department, if delegated by the state. Notwithstanding Sections 101375, 101400, and 101405 of the Health and Safety Code or any contract entered into pursuant thereto, or any other law, the city shall assume complete responsibility for any regulatory function pursuant to this division within the city limits that would otherwise be performed by the county or any county officer or employee, including a county health officer, without liability, cost, or expense to the county.

(e)(1) This division does not prohibit the issuance of a state temporary event license to a licensee authorizing onsite cannabis sales to, and consumption by, persons 21 years of age or older at a county fair event, district agricultural association event, or at another venue expressly approved by a local jurisdiction for the purpose of holding temporary events of this nature, provided that the activities, at a minimum, comply with all the following:

(A) The requirements of paragraphs (1) to (3), inclusive, of subdivision (g).

(B) All participants who are engaged in the onsite retail sale of cannabis or cannabis products at the event are licensed under this division to engage in that activity.

(C) The activities are otherwise consistent with regulations promulgated and adopted by the department governing state temporary event licenses, **except as otherwise provided in paragraphs (6), (7), and (8).**

(D) A state temporary event license shall only be issued in local jurisdictions that authorize such events.

(E) A licensee who submits an application for a state temporary event license shall, 60 days before the event, provide to the department a list of all licensees that will be providing onsite sales of cannabis or cannabis products at the event. If any changes occur in that list, the licensee shall provide the department with a final updated list to reflect those changes. A person shall not engage in the onsite retail sale of cannabis or cannabis products, or in any way participate in the event, who is not included in the list, including any updates, provided to the department.

(2) The department may impose a civil penalty on any person who violates this subdivision, or any regulations adopted by the department governing state temporary event licenses, in an amount up to three times the amount of the license fee for each violation, consistent with Sections 26018 and 26038.

(3) The department may require the event and all participants to cease operations without delay if in the opinion of the department or local law enforcement it is necessary to protect the immediate public health and safety of the people of the state. The department may also require the event organizer to immediately expel from the event any participant selling cannabis or cannabis products without a license from the department that authorizes the participant to sell cannabis or cannabis products. If the unlicensed participant does not leave the event, the department may require the event and all participants to cease operations immediately.

(4) The order by the department for the event to cease operations pursuant to paragraph (3) does not entitle the event organizer or any participant in the event to a hearing or an appeal of the decision. Chapter 3 (commencing with Section 490) of Division 1.5 and Chapter 4 (commencing with Section 26040) of this division shall not apply to the order by the department for the event to cease operations pursuant to paragraph (3).

(5) The smoking of cannabis or cannabis products at temporary events authorized pursuant to this subdivision is prohibited in locations where smoking is prohibited. For purposes of this section, “smoking” has the same meaning as defined in subdivision (c) of Section 22950.5.

(6)(A) All licensees who are issued a state temporary event license allowed pursuant to this subdivision may, upon completion or cessation of the temporary event, reconcile unsold inventory of cannabis or cannabis products and return it to the licensee's retail premises.

(B) All unsold inventory of cannabis or cannabis products from the temporary event shall be noted in track and trace prior to transport.

(C) All unsold inventory of cannabis or cannabis products from the temporary event shall be in its original packaging in which it was placed pursuant to Chapter 12 (commencing with Section 26120).

(7) The inventory of cannabis or cannabis products authorized to be sold by a state temporary event license pursuant to this subdivision shall only be transported to and from the temporary event by a licensed distributor or licensed microbusiness.

(8) The department shall not deny an application for a state temporary event license pursuant to this subdivision solely on the basis that there is a license issued pursuant to the Alcoholic Beverage Control Act (Division 9 (commencing with Section 23000)) for the proposed premises of the event. Furthermore, the Department of Alcoholic Beverage Control shall not take any disciplinary action against a person licensed pursuant to the Alcoholic Beverage Control Act on the basis of a state temporary event license issued by the department to a licensee pursuant to this subdivision that utilizes the same premises as the person licensed pursuant to the Alcoholic Beverage Control Act.

(A) All on- and off-sale privileges of alcoholic beverages at the venue shall be suspended for the day of the event and shall not resume until 6 a.m. on the day after the event has ended.

(B) Alcohol consumption on the venue premises shall be strictly prohibited for the day of the event and shall not resume until 6 a.m. on the day after the event has ended.

(f) This division, or any regulations promulgated thereunder, shall not be deemed to limit the authority or remedies of a city, county, or city and county under any provision of law, including, but not limited to, Section 7 of Article XI of the California Constitution.

(g) Notwithstanding paragraph (1) of subdivision (a) of Section 11362.3 of the Health and Safety Code, a local jurisdiction may allow for the smoking, vaporizing, and ingesting of cannabis or cannabis products on the premises of a retailer or microbusiness licensed under this division if all of the following are met:

- (1) Access to the area where cannabis consumption is allowed is restricted to persons 21 years of age or older.
- (2) Cannabis consumption is not visible from any public place or nonage-restricted area.
- (3) Sale or consumption of alcohol or tobacco is not allowed on the premises.

(h) This division shall not be interpreted to supersede Section 6404.5 of the Labor Code.

(i) This section does not alter or affect the prohibition on the sale of alcoholic beverages by a licensee, as provided in Section 26054, on or at a venue premises licensed under this division.

SEC. 2. Chapter 26 (commencing with Section 26320) is added to Division 10 of the Business and Professions Code, to read:

d. 10 ch. 26 pr. § 26320

Chapter 26. Medicinal Cannabis Patients' Right of Access Act

<< CA BUS & PROF § 26320 >>

26320. The Legislature finds and declares as follows:

(a) Access to medicinal cannabis is an integral aspect of access to health care, and eliminating barriers to medicinal cannabis access is essential to promoting and preserving the health of Californians for whom physicians have recommended the use of cannabis or cannabis products.

(b) It is the policy of the state and the intent of the Legislature to ensure that Californians throughout the state have timely and convenient access to safe, effective, and affordable medicinal cannabis.

<< CA BUS & PROF § 26321 >>

26321. (a) This act shall be known, and may be cited, as the Medicinal Cannabis Patients' Right of Access Act.

(b) For purposes of this chapter:

(1) “Medicinal cannabis” means medicinal cannabis or medicinal cannabis products, as those terms are defined in paragraph (1) of subdivision (ai) of Section 26001.

(2) “Medicinal cannabis business” means a retailer authorized to engage in the retail sale by delivery of medicinal cannabis to medicinal cannabis patients pursuant to an M-license.

(3) “Medicinal cannabis patient” means a qualified patient, as defined in Section 11362.7 of the Health and Safety Code, who possesses a physician's recommendation that complies with Article 25 (commencing with Section 2525) of Chapter 5 of Division 2, or a qualified patient or primary caregiver for a qualified patient issued a valid identification card pursuant to Section 11362.71 of the Health and Safety Code.

(4) “Regulation” means a local ordinance, regulation, policy, or practice.

<< CA BUS & PROF § 26322 >>

26322. (a) A local jurisdiction shall not adopt or enforce any regulation that prohibits the retail sale by delivery within the local jurisdiction of medicinal cannabis to medicinal cannabis patients or their primary caregivers, or that otherwise has the effect of prohibiting the retail sale by delivery within the local jurisdiction of medicinal cannabis to medicinal cannabis patients or their primary caregivers by licensed medicinal cannabis businesses in a timely and readily accessible manner, and in types and quantities that are sufficient to meet demand from medicinal cannabis patients within the local jurisdiction, including, but not limited to, regulation of any of the following that has the effect of prohibiting the retail sale by delivery of medicinal cannabis:

(1) The number of medicinal cannabis businesses authorized to deliver medicinal cannabis in the local jurisdiction.

(2) The operating hours of medicinal cannabis businesses.

(3) The number or frequency of sales by delivery of medicinal cannabis.

(4) The types or quantities of medicinal cannabis authorized to be sold by delivery.

(5) The establishment of physical premises from which retail sale by delivery of medicinal cannabis within the jurisdiction is conducted by a licensed nonstorefront retailer, except that this paragraph shall not be construed to require the establishment of additional physical premises in a local jurisdiction that allowed medicinal cannabis retail as of January 1, 2022, and in which at least one physical premises engaged in the retail sale of medicinal cannabis, whether storefront or delivery, is already established.

(b) Nothing in this chapter shall be construed to prohibit the adoption or enforcement of reasonable regulations on retail sale by delivery of medicinal cannabis, including, but not limited to, reasonable regulations related to:

(1) Zoning requirements that are not inconsistent with subdivision (a). If compliance with subdivision (a) would otherwise require a local jurisdiction to authorize a physical premises from which retail sale by delivery of medicinal cannabis within the jurisdiction is conducted, this paragraph shall not be construed to alter that requirement.

(2) Security or public health and safety requirements.

(3) Licensing requirements.

(4) The imposition, collection, and remittance of any applicable state or local taxes upon retail sales occurring within the local jurisdiction.

(5) Regulations consistent with requirements or restrictions imposed on cannabis businesses by this division or regulations issued under this division.

(c) Nothing in this chapter shall be construed to limit or otherwise affect the ability of a local jurisdiction to adopt or enforce any regulations on commercial cannabis operations other than retail sale by delivery of medicinal cannabis in the local jurisdiction.

(d) This section shall become operative on January 1, 2024.

26323. (a) This chapter may be enforced by an action brought pursuant to Chapter 2 (commencing with Section 1084) of Title 1 of Part 3 of the Code of Civil Procedure by any of the following parties, who shall be beneficially interested within the meaning of Section 1086 of the Code of Civil Procedure:

(1) A medicinal cannabis patient or their primary caregiver who seeks to purchase medicinal cannabis or medicinal cannabis products within the local jurisdiction.

(2) A medicinal cannabis business that seeks to offer medicinal cannabis for sale within the local jurisdiction.

(3) The Attorney General.

(4) Any other party otherwise authorized by law.

(b) This section shall not be construed to limit the availability of any other remedy otherwise available to enforce this chapter. The existence of any other remedy shall not restrict the availability of relief to enforce this chapter under Chapter 2 (commencing with Section 1084) of Title 1 of Part 3 of the Code of Civil Procedure.

(c) This section shall become operative on January 1, 2024.

<< CA BUS & PROF § 26324 >>

26324. Nothing in this chapter shall be construed to limit or otherwise affect the ability or right of a local jurisdiction to regulate adult-use cannabis pursuant to Section 26200.

<< CA BUS & PROF § 26325 >>

26325. This chapter addresses a matter of statewide concern and not a municipal affair, as that term is used in Section 5 of Article XI of the California Constitution.

SEC. 3. Section 1.5 of this bill incorporates amendments to Section 26200 of the Business and Professions Code proposed by both this bill and Assembly Bill 2210. That section of this bill shall only become operative if (1) both bills are enacted and become effective on or before January 1, 2023, (2) each bill amends Section 26200 of the Business and Professions Code, and (3) this bill is enacted after Assembly Bill 2210, in which case Section 1 of this bill shall not become operative.

SEC. 4. If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Review the List of Agenda Item Requests From Individual Councilmembers and Provide Direction to Staff Through the Council-Approved Prioritization Process (Staff Contact: Matt Cano, Deputy City Manager, 408-586-3012)
Category:	Leadership and Support Services
Meeting Date:	11/7/2023
	<u>Recommendation:</u> (1) Review list of agenda item requests from individual Councilmembers and providedirection to staff, through the prioritization process, on which Group 1 items should be advanced; (2) Provide additional input to staff, if any, on Group 1 items that received Council direction to advance and all Group 2 items (3) Approve recommendations on certain Group 3 items as outlined in the Analysis section of this report.

BACKGROUND:

At City Council meetings, under the Announcements section, Members of the Council request items they would like the full Council to consider. These items are placed on a list for a future Council discussion and action. On January 19, 2021, at a Special City Council meeting, in order to streamline the process, Council provided direction to staff to bring forward individual Council agenda item requests to Council, for prioritization, on a quarterly basis.

On January 10, 2023, City Council approved a City Council Request Prioritization Policy which guides the prioritization process. As part of the January 10, 2023, approval, language was included in this Policy to remove items that had been recommended by prior members of the City Council unless a current City Councilmember chose to sponsor the continuation of those items.

The last prioritization was held on June 20, 2023. Since the beginning of this process, Council has reviewed nearly 200 items. Links to prior prioritization reports and minutes are included under Attachments.

ANALYSIS:

Staff is now bringing forward the next prioritization of items that were requested by Council between June 20, 2023, and October 17, 2023, including the status on items approved previously by Council.

As shown in Attachment 1, a total of 42 items, some of which were discussed during the prior prioritization discussion, have been grouped into four categories differentiated by level of effort and status of the agenda request as outlined below:

Group 1 – Items that have not been initiated; will require more than four hours of staff time; and may require additional funding or resources (5 items).

Group 2 – Items that have not been initiated but will require less than 4 hours of staff work (6 items).

Group 3 – Items that are currently underway and/or already included in workplan (18 items).

Group 4 – Items that have been completed, postponed indefinitely, or withdrawn (13 items).

Prioritization Process

There are a total of 13 new items since June 20, 2023. Of these 13 items, five items are in Group 1, six items are in Group 2, and two items are in Group 3.

Similar to the prior prioritization process, the new Group 1 agenda item requests are detailed in Attachment 2. Since these requests have not yet been discussed, staff has made an attempt to identify alignment with Council priority areas to the extent possible. As part of Attachment 2, staff provided a brief summary, which includes the lead and supporting departments, estimated resources and cost to complete the work, description of work effort, any actions taken to date, clarification or direction sought from Council, and other additional considerations including impacts on other workplan items. To the extent possible, staff sought clarification from members of the Council sponsoring the request; however, some items may still need additional clarification from the requesting Councilmembers. To facilitate Council prioritization, Group 1 items have been further categorized into three sub-groups: Ordinances and Policies, Projects and Programs, and Miscellaneous.

For the five Group 1 items, the total annual costs are estimated as follows:

Item	Potential Ongoing Costs		Potential One Time Costs	
	Low Range	High Range	Low Range	High Range
CC01 – Charter City Evaluation*	\$0	\$0	\$40,000	\$40,000
CC02 – Affordable Housing Ordinance Change	\$0	\$0	\$50,000	\$75,000
CC03 – Potential Safe Parking Site**	\$0	\$0	\$30,000	\$30,000
CC04 – City Hall Entrance Public Art	\$0	\$0	\$20,000	\$40,000
CC05 – International Festival on Main Street	\$4,000	\$48,000	\$0	\$0
Total:	\$4,000	\$48,000	\$140,000	\$185,000

* Costs for CC01 – Charter City Evaluation are for the evaluation process only. They do not include a potential citywide resident survey or the costs of a potential ballot measure.

** Costs for CC03 – Safe Parking is for the Phase I outreach only. If it is decided to implement a Safe Parking Program, additional ongoing and one-time costs would be presented to the City Council at a future date.

Since Group 2 items (see Attachment 1) require less than four hours of staff time, these items can be advanced without requiring a majority vote; however, Council may wish to provide additional input or direction on this item. For Group 3 items, which are underway and/or already included in staff workplans, staff provided an update in Attachment 1. A list of Items completed, postponed indefinitely or withdrawn, are presented as a separate attachment (Attachment 3).

Voting Process

In accordance with the adopted City Council Prioritization Policy, existing staff workload and the number of Group 1 items, staff proposes that the Council prioritize no more than two items.

Round 1

Each member of the Council will be asked to prioritize their top two items from Group 1. Councilmembers will receive hard copies to help them review and complete the preliminary prioritization, and electronic voting will be conducted on mobile devices.

All items receiving three or more votes will move forward. If the number of items receiving three or more votes is two or greater, the prioritization process will be deemed complete. If the number of items is less than two, the remaining items will be prioritized as described in Round 2.

Round 2

In case items receiving three or more votes are less than two in number, Councilmembers will be asked to prioritize the remaining items so as to develop a top two list. Each member of the Council will be given the number of votes equivalent to two minus the number of items prioritized for staff work at the completion of Round 1. For example, if after Round 1, the Council agreed on advancing one item, one additional item will require prioritization. Therefore, each Member of the Council will be asked to vote on one item. Any item receiving three or more votes will be added to the prioritized list. If the total number of items on the list is one or greater, the prioritization process will be deemed complete.

Additional Rounds, if needed

If the total number of prioritized items after Round 2 is less than two, all remaining items which received at least one vote will be prioritized through additional rounds of voting. Items which receive zero votes in a round will be eliminated from the subsequent round of voting.

Please note that any items that do not advance through this multi-step prioritization process will be removed from the active list and would have to be resubmitted through Announcements for the next prioritization discussion scheduled for September 2023.

Group 3 Items Needing Additional Council Direction

As discussed above, Group 3 items are those that are already underway and/or identified in staff workplans. There is one Group 3 item that staff is recommending be deemed completed, although the program or project has not necessarily been implemented as originally intended. The below table provides a summary of this recommendation. This recommendation will be deemed as “approved” by Council upon City Council’s acceptance of this report, unless other direction is provided.

Item	Recommended Action	Explanation
CC20: Explore the policy for locking mechanisms on shopping carts for large commercial businesses	Approve closure of this work item	Given the challenges and potential expenses of requiring existing owners install locking mechanisms, staff is recommending closing this item and focusing efforts on (1) the City of Milpitas Cart Retrieval Program and (2) requiring new developments to install locking mechanisms.

Policy Alternative:

Not applicable

Fiscal Impact:

For four Group 1 items, the total annual ongoing costs are estimated to be \$4,000 to \$48,000 and one-time costs would range from \$140,000 to \$185,000. A breakdown of costs per item is included in the analysis section of this report. Based on Council direction, staff will consider prioritized items that require new funding as part of the FY 2024-2025 budget process.

California Environmental Quality Act:

This item is not a Project under CEQA in accordance with CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption) as it can be seen with certainty that a general discussion of funding priorities by the City Council will not have a significant effect on the environment. Further, the item is also not a Project pursuant to CEQA Guidelines Section 15378(b)(4) as it is a government fiscal activity that does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. Although the use of funding will be discussed, any project scope and potential environmental analysis would be speculative at this time, and future environmental analysis will be conducted for the potential projects prior to the City making any commitment or approval of any project.

Recommendation:

1. Review list of agenda item requests from individual Councilmembers and provide direction to staff, through the prioritization process, on which Group 1 items should be advanced.
2. Provide additional input to staff, if any, on Group 1 items that received Council direction to advance and all Group 2 items.
3. Approve recommendations on certain Group 3 items as outlined in the Analysis section of this report.

Attachments:

1. List of Councilmember Agenda Item Requests
2. Information on Group 1 items
3. List of Completed, Postponed Indefinitely, or Withdrawn Items
4. Links to Prior Prioritization Reports and Minutes
 - [March 16, 2021 Agenda and Minutes](#)
 - [August 9, 2021 Agenda and Minutes](#)
 - [January 11, 2022 Agenda and Minutes](#)
 - [May 3, 2022 Agenda and Minutes](#)
 - [September 6, 2022 Agenda and Minutes](#)
 - [February 7, 2023 Agenda and Minutes](#)
 - [June 20, 2023 Agenda and Minutes](#)

Attachement 1
List of Councilmember Agenda Item Requests

No.	Topic	Requested By	Date Requested	Requires more than 4 hours of additional staff time	Department / Office	Council Priority Area(s)	Status	Additional Resources/Funding Needed or Deferral of Council Approved Programs
Group 1 – Items that have not been initiated; will require more than four hours of staff time; and may require additional funding or resources.								
Ordinances and Policies								
1	Charter City Evaluation	Phan	9/5/2023	Yes	City Manager, City Attorney	Governance & Administration	November 2023 update: see attached writeup	
2	Affordable Housing Ordinance Change	Montano	9/5/2023	Yes	Housing	Neighborhoods & Housing	November 2023 update: see attached writeup	
Projects and Programs								
3	Potential Safe Parking Site	Montano	6/20/2023	Yes	Housing	Neighborhoods & Housing	November 2023 update: see attached writeup	
4	City Hall Entrance Public Art	Montano	9/5/2023	Yes	Recreation & Community Services	Community Wellness & Open Space	November 2023 update: see attached writeup	
5	Main Street International Festival	Lien	10/3/2023	Yes	Recreation & Community Services	Community Wellness & Open Space	November 2023 update: see attached writeup	
Miscellaneous								
	None							
Group 2 – items that have not been initiated but will require less than 4 hours of staff time								
6	Evaluation of Milpitas Sports Center for additional indoor pickleball location	Chua	8/2/2023	No	Recreation & Community Services	Community Wellness & Open Space	November 2023 update: Staff will perform this preliminary evaluation by November 2023 and provide the response in an email to the Mayor and City Council.	
7	Evaluation of Facilities that are not named and CIP Program Update	Phan	9/19/2023	No	City Manager	Community Wellness & Open Space	November 2023 update: Staff will develop an informational memorandum regarding the naming of facilities, including un-named current and future facilities. Additionally, staff will (1) continue to include capital project status in weekly reports to the Mayor and City Council and (2) Include a status of capital projects in the upcoming Capital Improvement Program study session in early 2024.	
8	Explore Ordinance for Residential Home Solicitors	Barbadillo	10/3/2023	No	City Attorney	Public Safety	November 2023 update: The City Attorney's Office will review options and provide the City Councilmembers with briefings. If these briefings result in a desire for a more thorough review or work effort, staff suggests that this item be prioritized at a future city council prioritization meeting.	
9	Retail Theft: Provide review of what is being worked on locally versus State	Barbadillo	10/3/2023	No	Police	Public Safety	November 2023 update: The Police Department will review options and provide the City Councilmembers with briefings. If these briefings result in a desire for a more thorough review or work effort, staff suggests that this item be prioritized at a future city council prioritization meeting.	
10	Provide Information on City's Grey Water Rebate Program and Options	Montano	10/17/2023	No	Public Works	Environment	November 2023 update: The City of Milpitas currently partners with Valley Water to match Valley Water's existing \$200 homeowner rebate for grey water system installation with an additional \$200 for a total potential rebate of \$400. Current participations from City of Milpitas residents in this program is very low due to the expense and return of investment on a grey water system, as opposed to the more popular lawn conversion rebate programs. Staff will provide an informational memorandum to the Mayor and City Council with further details on this program.	

Attachement 1
List of Councilmember Agenda Item Requests

No.	Topic	Requested By	Date Requested	Requires more than 4 hours of additional staff time	Department / Office	Council Priority Area(s)	Status	Additional Resources/Funding Needed or Deferral of Council Approved Programs
11	Police Chief to have staff complete analysis if, working with the County, it would be beneficial to have a location where residents can pickup Narcan	Chua	9/5/2023	No	Police	Public Safety	November 2023 update: Staff will provide an update on this analysis to the Mayor and City Council by the end of 2023.	
Group 3 - Items that are currently underway and/or already included in workplan								
12	City Employment Job Fair at City Hall	Chua	5/2/2023	No	Human Resources	Governance & Administration	November 2023 update: Staff will coordinate with an upcoming community event to staff a table to promote employment opportunities within the City of Milpitas. June 2023 update: Staff is evaluating synergies with existing Economic Development activities and endeavors to which recruiting efforts can be incorporated and creates space for multiple events throughout the year increasing overall exposure to local talent.	
13	Look into possibility of Senior citywide discount from all Milpitas businesses.	Barbadillo	2/7/2023	Yes	City Attorney/City Manager	Community Wellness & Open Space	November 2023 update: Staff have begun preliminary investigation into alternatives and staff anticipates being able to frame potential options and next steps more thoroughly by early 2024. June 2023 update: see attached writeup	
14	Satellite Consulate Office	Montano	2/28/2023	Yes	Economic Development	Economic Development & Job Growth	November 2023 update: The Office of Economic Development is coordinating with the Recreation & Community Services team and the Philippine Consulate General (San Francisco) to coordinate an outreach event at the Milpitas Community Center. The current target date for this outreach is a Saturday in January 2024. June 2023 update: see attached writeup	
15	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	Yes	Recreation & Community Services	Community Wellness & Open Space	November 2023 update: Staff is conducting a Teen Center User Survey with the teens of Milpitas ages 12 - 18. Feedback from this survey is anticipated to be completed by mid November 2023. June 2023 update: A Teen Center Survey has been released and is currently gathering responses. It is anticipated that data on the use of the center and/or its programs relative to its proximity to home and/or school, and the type of programming desired will provide the input needed for the resolution to this request.	
16	City Manager to look into implementing a workshop for small businesses on the bidding process for projects in the city.	Chua	8/9/2022	Yes	City Manager/Economic Development/Public Works/Engineering	Economic Development & Job Growth	November 2023 update: Staff presented in August to the Economic Development and Trade Commission. Feedback was received regarding the need for more thorough metrics regarding current local business participation and goals of the program. June 2023 update: Staff was scheduled to provide a report to the Economic Development and Trade Commission on June 12, 2023 however that meeting was postponed due to lack of quorum. Staff will present to the Commission at the next available date. Further analysis on options and alternatives to connect more local and local small City of Milpitas businesses to our procurement processes will continue through 2023.	

Attachement 1
List of Councilmember Agenda Item Requests

No.	Topic	Requested By	Date Requested	Requires more than 4 hours of additional staff time	Department / Office	Council Priority Area(s)	Status	Additional Resources/Funding Needed or Deferral of Council Approved Programs
17	Discuss converting vacant lot that was a basketball court into a community garden at Vasona and Adobe.	Montano	8/16/2022	Yes	Recreation & Community Services/Engineering	Community Wellness & Open Space	November 2023 update: As the survey was completed, this item is on hold pending potential future capital budget allocation. June 2023 update: Staff conducted a survey of residents within an 800 foot radius from Adobe Ave., asking for feedback on potential recreational improvements to the area. Notification was sent via postcard to individual homes, NextDoor, Facebook, and Instagram. The survey was out for 3 weeks and 43 responses were received. Of those received, 16 identified themselves as living in the Adobe Ave/Vasona St. Neighborhood. The majority of residents currently use Adobe Ave to walk to school (Curtner Elementary) and as a pedestrian trail for fitness. Survey takers responded most favorably to turning the area into a parklet with some benches and greenery, followed by interest in a community garden. Residents indicated some concern over new uses of the area creating a noise and loitering issue in the neighborhood. Staff will present consolidate responses to the Mayor and City Council to receive further direction at the next priority setting meeting.	There is currently no budget allocation for improvements to this area. Should the City Council want to move forward with this priority request in response to survey input, direction on the type of improvements are needed so staff can conduct an estimate of costs for those improvements and present this in a future budget process.
18	Police Substation Feasibility Analysis in Metro Area	Montano	2/28/2023	Yes	Engineering	Public Safety	November 2023 update: Feasibility study for PD substation on City Parcels 2 and 3 at Main Street is underway. An informational memorandum with costs developed in the study is planned to be released in October or November 2023. Prior update: Feasibility study for PD substation on City Parcels 2 and 3 at Main Street is underway and is anticipated to be completed by December 2023. Staff is also exploring alternative location for the substation.	
19	Pickleball Pilot Project	Chua	2/28/2023	Yes	Recreation & Community Services	Community Wellness & Open Space	November 2023: Staff is currently engaged in a community outreach process to determine the potential uses of the City Council allocated \$100,000 to create a permanent pickleball opportunity in Milpitas. Staff anticipates returning to the City Council with a recommendation on this prior to the end of 2023. *Recently the tennis community has engaged of the tennis around this project topic, and so staff anticipates returning to City Council with a recommendation after the first of the year.* June 2023 update: The Pickleball Pilot program concludes at the end of July.	
20	Main Street Infrastructure Projects	Montano	2/28/2023	Yes	Engineering	Transportation & Transit	November 2023 update: As part of the 2023 Federal appropriations process, \$500,000 of the requested \$2.1 million was received for the Main Street lighting project. Staff will work with federal and state representatives to review options for use of this funding over the next several months (often it takes several months after the budget is passed in order for staff to be able to work with the Federal Agency responsible for use of funds received). Prior update: As part of the 2023 State and Federal appropriations processes, both State Assemblymember Alex Lee and Federal Representative Ro Khanna have requested funding for Main Street infrastructure improvements. Further information on whether these appropriation requests are approved will be available in late 2023.	

Attachement 1
List of Councilmember Agenda Item Requests

No.	Topic	Requested By	Date Requested	Requires more than 4 hours of additional staff time	Department / Office	Council Priority Area(s)	Status	Additional Resources/Funding Needed or Deferral of Council Approved Programs
21	Main Street Flooding at Library	Chua	2/28/2023	Yes	Public Works	Environment	November 2023 update: Staff is reviewing the Technical Memo regarding removal of the weir wall at the Wrigley Ford Pump Station. Once confirmed there would be no adverse impacts to the pump station/trash rack operations, staff will schedule construction to remove the weir wall. June 2023 update: Staff will continue to explore short-term mitigation as part of the FY 23/24 CIP program. Funds have been budgeted in FY 23/24 for the possible replacement/removal of the flap gate, should that be determined to be a viable option. Furthermore, three very small CIPs to address existing undersized pipes have been identified in the Downtown Specific Plan area which could improve flow. Those will be investigated as well in FY 23/24.	
22	Create a plan for future solar paneling at City facilities	Montano	3/1/2022	Yes	Public Works	Environment	November 2023 update: Staff have recieved word that our request for Federal funding for this project was not selected to move forward. Staff are continuing to look for other sources of funding or other grants for the Public Safety/Public Works solar/battery microgrid project. June 2023 update: As part of the 2023 Federal appropriations process, the City has requested for funding for solar panels and a microgrid system at the Police, Public Works, IT Building. Both Senators Feinstein and Padilla have moved this request to the Federal appropriations committee. Further information on whether this request receives funding will be available in late 2023. Prior Updates: As discussed with the City Council at the 1/31/2023 Budget Study Session, staff will continue to explore grant opportunities to install additional solar panels on City facilities. However, staff will only proceed with further development if this grant funding is identified so work (other than reviewing grant oportunities) is on hold at this time. 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. Discussed at 1/31/2023 Budget Study Session, Council directed staff to seek grant funding to move this item forward.	

Attachement 1
List of Councilmember Agenda Item Requests

No.	Topic	Requested By	Date Requested	Requires more than 4 hours of additional staff time	Department / Office	Council Priority Area(s)	Status	Additional Resources/Funding Needed or Deferral of Council Approved Programs
23	Explore an ordinance or policy to reduce thefts and increase security in the commercial retail parking areas	Chua	4/5/2022		Police, Economic Development	Public Safety	November 2023 update: The City has seen a reduction of auto burglaries in City of Milpitas shopping centers. Police will continue to collaborate with those shopping centers and business owners that are receptive and will continue to conduct proactive patrols of shopping centers, and will continue to work with regional law enforcement partners by sharing information and working together to identify and arrest criminals affecting our retail sites. June 2023 update: Security measures can be mandated for new or renevatng development projects but cannot be mandated for existing businesses. The Police Department has taken action to partner with existing businesses, including McCarthy Ranch and the shopping center at Barber Lane with regard to educaton and deterance, including placement of signage and cameras. Prior updates: CAO conducting legal review of policies requiring businesses to hire security/install cameras . Item will be brought forward as part of the next City Council additional workplan items prioritization in August/September	Additional Staff Resources and Funding Needed
24	Evaluate reopening the childcare center with a non-profit organization running the center	Montano	2/1/2022		Recreation & Community Services	Community Wellness & Open Space	November 2023 update: City staff have performed preliminary evaluations of the Sal Cracolice and Milpitas Communtiy Center Facilities. Based on these preliminary evaluations, significant challenges would likely deter the improvements required to become a licensed childcare facility. However, as a next step, staff will be reaching out to a non profit partner and/or the Santa Clara County Office of Education to receive a third party opinion on staff's preliminary evaluation. June 2023 update: Staff are currently working on this request, identifying the improvements to the Sal Cracolice Recreation Facility that would be required for a licensed childcare provider to operate in the building. Prior updates: No additional funds required to complete the internal review. Internal review can be done by late 2023. Approved during Spring Quarterly City Council Workplan Items Prioritization Discussionon 5/03/2022.	
25	Have a picture of Albert Vogel Sr. put up in the Senior Center & Include Maria Lemire on the Mural in front of the Senior Center	Montano	10/19/2021 & 8/17/2021		Recreation & Community Services	Community Wellness & Open Space	November 2023 update: At this time, staff is proceeding with the original city council approved names - Maria Lemery and Albert Vogel - to add to the mural. Additional names would require City Council direction. June 2023 update: The approved CC request included to add Maria Lemery and Albert Vogel to the Mural at the Senior Center. Staff has spoken to the artist and confirmed that additional images would not fit with the existing piece. However, due to the location of the current mural, additional mural panels featuring additional people could be added to the senior center entry way. Staff received interest from Mayor Montano to add Joanne Souza to this request. Prior updates: No additional funding needed. Need final names from City Council. . Approved to move forward at the 1/11/2022 Council meeting; Staff engaged the artist of the existing mural regarding this Council approved item.	

Attachement 1
List of Councilmember Agenda Item Requests

No.	Topic	Requested By	Date Requested	Requires more than 4 hours of additional staff time	Department / Office	Council Priority Area(s)	Status	Additional Resources/Funding Needed or Deferral of Council Approved Programs
26	Memorial Plaque in honor of youth skateboarder that passed away	Montano	6/7/2022		Recreation & Community Services	Community Wellness & Open Space	November 2023: Staff will reach out to the family in Fall to start the process to identify the location and plaque wording. June 2023 update: This request was approved as part of the FY23-24 Budget. Staff will begin working with the family in Fall 2023.	
27	Present Quarterly or Monthly crime statistics on the Homekey Project	Chua	6/7/2022		Housing	Neighborhoods & Housing	November 2023 update: In September 2023, the the City and project partners began a monthly stakeholder meeting on this topic. Prior update: Next presentation is scheduled for June 20, 2023 City Council meeting. Quarterly reporting started in August 2022.	
28	Staff to create a plan on how to increase the number of local businesses doing business with the City	Chua	4/6/2021		Economic Development	Economic Development & Job Growth	November 2023 update: See update to prior item titled "City Manager to look into implementing a workshop for small businesses on the bidding process for projects in the city." Prior updates: See update to prior item titled "City Manager to look into implementing a workshop for small businesses on the bidding process for projects in the city." At the 8/9/2021 Council meeting, Council voted that	
29	Staff to look into mural Art on Great Mall Parkway on the VTA owned Light rail pillars	Montano	11/16/2021		Recreation & Community Services	Community Wellness & Open Space	November 2023 update: Staff are proceeding with this project. Next steps are finalizing the license agreement with the Valley Transportation Authority and outreach to potential artists. June 2023 update: Staff was able to meet with and get approval from VTA in May 2023. Staff are currently completing the appropriate permits associated with this project for VTA approval. Monies for this project are available in the Public Art Fund.	
Group 4 – items that have been completed, postponed indefinitely, or withdrawn since last City Council update								

Attachment 2 – City Council Referral #01 Charter City Evaluation

(requires more than 4 hours of staff time)

Category and Topic No.	Topic:	Requested by:
Ordinances and Policies, CC01	Charter City Evaluation	Councilmember Anthony Phan
Lead Department/Office	Supporting Department(s)/Office(s)	
City Manager’s Office	City Attorney’s Office	
Council Priority Areas	Estimated Completion Date	Estimated Cost
Governance & Administration	TBD (1 year from start)	\$40,000 (initial outreach)
		Funding Needed
		\$40,000 (initial outreach)
Description of Required Work Effort		
In 2001, the City of Milpitas completed a Citizen Task Force led effort to evaluate becoming a Charter City. In order to evaluate the potential of becoming a Charter City, staff suggests that a similar process be undertaken. This would include a three phased approach including (1) organize; (2) gather information and (3) develop recommendations. Staff anticipates that the entire process would take approximately 1 year from the start date and take approximately 20% of a management level staff member’s time.		
Status Update as of November 2023		
No work has been completed on this at this time, however, reference information is provided in the “other considerations” section of this report with information on the November 6, 2001 City Council meeting where this was discussed.		
Council Clarification/Further Direction Requested		
If the City Council elects to proceed with this City Council priority item, any feedback that the City Council may provide regarding the primary reasons for wanting to investigate becoming a Charter City would be beneficial to staff as further research is performed on this topic.		
Other Considerations		
Past City of Milpitas Work Effort The City of Milpitas formed a Charter City Task Force of 11 residents in the year 2000 to evaluate becoming a Charter City. The Task Force process took 17 months to complete. On November 6, 2001 the Charter City Task Force reported out to the Mayor and City Council. The Task Force recommended that the City should not pursue becoming a Charter City and this recommendation was accepted by the City Council. A copy of the Task Force’s final report as well as the minutes from the November 6, 2001 City Council meeting are included as attachments to this update.		
Additional references		

Attachment 2 – City Council Referral #01 Charter City Evaluation

(requires more than 4 hours of staff time)

The League of California Cities website indicates that there are currently 121 Charter Cities in the State of California as listed here: <https://www.cacities.org/UploadedFiles/LeagueInternet/6b/6bbb4ee3-88f9-4d8f-93ad-0075a7b486c4.pdf>

The following weblink provides a resource from the California League of Cities on comparing a General Law City to a Charter City. It should be noted that the date that this document was created is unclear so it may not reflect current laws, however it provides a general overview:

<https://www.cacities.org/UploadedFiles/LeagueInternet/7b/7b4af40b-c2d6-4584-8fe5-ffe97f2d23ec.pdf>

Attachment 2 - CC01 (continued)

MEMORANDUM

Date: November 6, 2001

To: Honorable Mayor Manayan, Vice Mayor Livengood, and Council
Members Dixon, Esteves, and Lawson

From: Milpitas Charter City Task Force

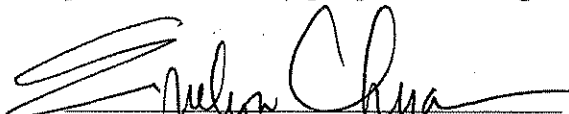
Subject: Final report and recommendation

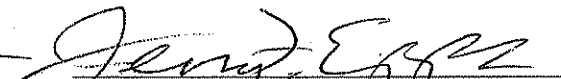
First, we thank you for giving us the honor of serving Milpitas on this important task force. During the past seventeen months each of us has devoted our time and talents to the goal of determining the appropriate direction the city should pursue. We have diligently studied all aspects of the proposal to best of our ability, and now officially present to you our recommendation.

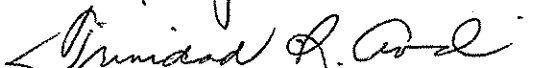
At our regular monthly meeting held on September 10, 2001 we cast our final vote on the matter and the result is:

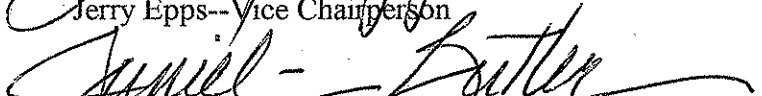
Against Charter City for Milpitas....9 votes
For Charter City for Milpitas.....2 votes

Therefore, The recommendation of this Task Force is that Milpitas should not proceed with any proposal leading to Charter City status.

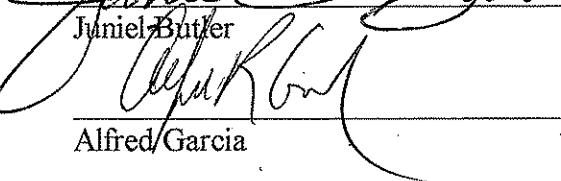

Evelyn Chua--Chairperson


Jerry Epps--Vice Chairperson


Trinidad Aolin

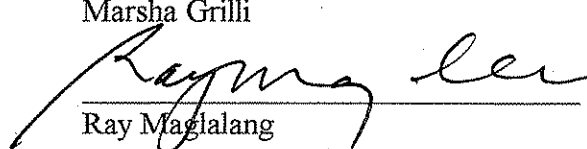

Juniel Butler

Dr. Alex Galang

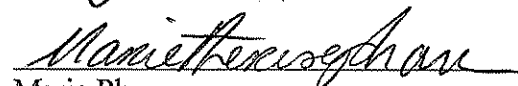

Alfred Garcia

Marsha Grilli

Ronald Lind


Ray Maglalat

Sudhir Mandal


Marie Pham

**MILPITAS CHARTER CITY TASK FORCE
REPORT TO THE CITY COUNCIL**

November 6, 2001

TABLE of CONTENTS

Introduction

Methodology--Task Force Work Plan

Phase 1--Organize

Phase 2--Gather Information

Phase 3--Develop Recommendation

Comparison Between General Law and Charter Law Cities

Summary of the Comparison

Point #4--Compensation

Point #5--Elected Mayor and City Council

Other Considerations

Milpitas Public Response

Research Results

Recommendations

Majority Report

Minority Report

Appendixes

1. Summary Notes—Town Hall Meeting
2. Subcommittee "A" Report--Fremont
3. Subcommittee "A" Report--San Ramon
4. Subcommittee "B" Report—Mt. View & Sunnyvale
5. Greg Larson Letter
6. Outline from Terry Christiansen

INTRODUCTION

At the behest of the Milpitas City Council, the Charter City Task Force consisting of eleven duly-appointed Milpitas citizens convened its first meeting on June 15, 2000, to research, study, and analyze the advantages and disadvantages to the citizens of Milpitas of becoming a Charter City and to recommend a course of action to the City Council.

To give focus and direction to our work, and to establish a measurement criterion, our first act was to create and adopt the following mission statement:

"The mission of the Milpitas Charter City Task Force is to research, analyze, and enumerate the advantages and disadvantages of General Law and Charter City forms of government through a combination of work plan development, research, public input, and group discussion and to determine whether there are compelling reasons to alter the City's form of government. Upon the conclusion of its research and deliberation, the Task Force will deliver to the Milpitas City Council a comprehensive report detailing conclusions and specific recommendations."

To effectively utilize our time and resources and to ensure a fair evaluation of all issues, we developed a formal three-phase work plan to organize the task, to gather information, and to reach conclusions and render our recommendation. Throughout the course of our work, we have been ably supported in research, legal, and clerical areas by City Manager Tom Wilson, City Attorney Steven Mattas, Assistant City Attorney John Bakker, and City Clerk Gail Blalock. We thank them for this generous assistance. This is our report.

METHODOLOGY--TASK FORCE WORK PLAN

Phase 1--Organize:

After the initial process of writing our mission statement, we set specific responsibilities and goals for the Task Force; created a schedule of events; defined explicit investigation areas, formats, and methods to pursue; developed a framework for information needs; and determined appropriate questions and issues to address.

Phase 2--Gather Information:

We began this crucial phase by reviewing and discussing information from state publications, specific city charters, and other sources pertaining to the governance of California cities and generally educating ourselves on the differences between the two. Further information and guidance on policy and political provisions under each governance system were provided by speakers Terry Christiansen of the Political Science Department at San Jose State University and Bob Brownstein, political consultant from San Jose.

During this phase our major effort encompassed research on the background and experience of other California General Law and Charter Cities. Two subcommittees were formed and assigned specific cities to research. One team focused on Mountain View and Sunnyvale; the second team focused on San Ramon and Fremont. For this research we used a standardized questionnaire to consult with council members, city officials, and knowledgeable citizens of these cities, either by personal interview or by mail. In addition, a third subcommittee was appointed to interview

Milpitas' Council Members. At the conclusion of our investigations, written subcommittee reports were received and discussed by all members of the Task Force.

An important element in our work during this phase was to gauge the sentiment of Milpitas citizens concerning the issues. To this end, we conducted a public Town Hall meeting on June 20, 2001.

Phase 3--Develop Recommendation:

During this final phase of our work, we analyzed and discussed (in a lively manner) all the information and findings discovered during the data-gathering phase. This was accomplished by examining specific aspects of a 22-point comparison between General Law and Charter cities. These comparisons are detailed below, along with a Task Force evaluation, as to their importance regarding whether or not to move toward Charter City status.

COMPARISON BETWEEN GENERAL LAW AND CHARTER LAW CITIES

1. City Council/City Manager form of government

General Law: Governed by a part-time City Council and administered by a professional administrator (City Manager)

Charter Law: Governed in the manner determined by the charter.

Task Force conclusion: Most California cities retain the City Council/City Manager form of government. No advantage/disadvantage.

2. City Council Qualifications

General Law: Must be registered voter, 18 years old, resident of city for 29 days as set by City Council Qualifications, Govt Code Section 36502.

Charter Law: City may establish criteria, within limitations. Cannot be discriminatory or violate State Constitution.

Task Force conclusion: No advantage/disadvantage.

3. Removal from Office

General Law: Vacancies and termination of office procedures established by Removal from Office, Govt. Code Section 1770, 36502 and 36514

Charter Law: May establish own criteria for vacancies and termination of office procedures.

Task Force conclusion: No advantage/disadvantage.

4. Compensation

General Law: Salary ceiling set by city population City Council Compensation, Govt Code Section 36516 (a). Voters may elect to approve higher salaries. Council Members reimbursed for actual and necessary expenses incurred in performance of duties. Same benefits provided as are available to city employees.

Charter Law: Salaries, expense reimbursement, and benefits set by charter. Prohibition against gifts of public funds is inapplicable.

Task Force conclusion: No advantage/disadvantage.

5. Elected Mayor and City Council

General Law: Mayor elected by City Council OR by vote of the people (Milpitas). Council Members elected by voters. Mayor pro tem selected by City Council.

Charter Law: Rules for election of Mayor and Council Members set by charter provisions.

Task Force conclusion: Comments on this point are presented under the “Summary” section.

6. Term Limitations

General Law: Can impose term limits.

Charter Law: Fixes term limits via charter provisions.

Task Force conclusion: No advantage/disadvantage.

7. Exercise of Legislative Authority

General Law: Ordinances may not be passed within five days of introduction unless it is an urgency ordinance. May only be passed at a regular meeting; must be read in full at time of introduction or passage. All ordinances that are not urgent require three affirmative votes.

Charter Law: May establish method for enactment of local ordinances by charter provisions.

Task Force conclusion: No advantage/disadvantage.

8. Resolutions

General Law: May establish rules regarding the procedure to follow in adopting, amending, or repealing resolutions.

Charter Law: May provide for adoption of resolutions in charter.

Task Force conclusion: No advantage/disadvantage.

9. Quorum and Voting Requirements

General Law: A majority of the City Council constitutes a quorum for transaction of business.

Charter Law: Charter provision may dictate quorum.

Task Force conclusion: No advantage/disadvantage.

10. Rules of Procedure and Decorum

General Law: Brown Act and Conflict of Interest laws applicable.

Charter Law: Brown Act applicable. Charter may have rules related to ethics, conflicts, campaign financing, and incompatibility of office.

Task Force conclusion: No advantage/disadvantage.

11. Personnel Matters

General Law: Civil Service System, Govt. Code Section 45000 et seq. and Meyers-Milias-Brown Act, Govt. Code Section 3500 applicable; residence requirements for public employees.

Charter Law: Meyers-Milias-Brown Act, Govt. Section 3500 applicable. Charter may

establish standards, requirements, and procedures, including compensation terms and conditions of employment, for hiring personnel.

Task Force conclusion: No advantage/disadvantage.

12. Contracting Services

General Law: Have authority to enter into contracts to carry out necessary functions (such as hiring consultants) including functions expressly granted and those implied by necessity.

Charter Law: Contracts must be consistent with charter provisions; may designate mode and method of contracting for services of public works.

Task Force conclusion: No advantage/disadvantage.

13. Elections

General Law: Municipal elections conducted in accordance with California Elections Code Section 12328.

Charter City: Charter Cities can establish own election dates, rules, and procedures.

Task Force conclusion: No advantage/disadvantage.

14. Methods of Election

General Law: Most cities hold at-large elections whereby voters may vote for any candidate on the ballot. May choose to have district elections.

Charter Law: May hold at-large or district elections, in accordance with charter provisions.

Task Force conclusion: No advantage/disadvantage.

15. Public Funds for Candidates in Municipal Elections

General Law: Prohibited from expending public funds to finance campaigns for public office.

Charter Law: Ban against expending public funds to seek elective office does not apply. Public financing of any election campaign is legal.

Task Force conclusion: No advantage/disadvantage.

16. Public Contracts

General Law: Must conduct competitive bidding for public works contracts over \$5,000. Such contracts must be awarded to the lowest responsible bidder.

Charter Law: May not be required to comply with competitive bidding statutes if charter permits. Could negotiate contracts based on other factors.

Task Force conclusion: Discussion and research revealed that most major municipal building contracts for both General Law and Charter Cities are negotiated as design-bid-build contracts.

17. Payment of Prevailing Wages

General Law: Prevailing wage must be paid on public works projects of \$25,000 or less, or \$15,000 or less when work is demolition, repair, alteration or maintenance.

Charter Law: Prevailing wage law inapplicable as long as project is in realm of municipal affairs and not projects of state concern or funded by state or federal grants.

Task Force conclusion: No advantage/disadvantage. State legislation may now apply to both types of cities.

18. Finance and Taxing Power--Power to Raise Local Revenue

General Law & Charter Law: Both types of cities basically have the same taxing and assessment powers subject to Proposition 218.

Task Force conclusion: No advantage/disadvantage.

19. Zoning

General Law: Zoning ordinances must be consistent with the General Plan.

Charter Law: Not subject to consistency requirement. However, inconsistency with General Plan gives rise to presumption that zoning ordinance does not reasonably relate to the community's general welfare.

Task Force conclusion: No advantage/disadvantage.

20. Streets and Sidewalks

General Law and Charter Law: The State of California has pre-empted the entire field of traffic control for all cities.

Task Force conclusion: No advantage/disadvantage.

21. Nuisance Abatement Cost Recovery

General Law: May impose fines, penalties, and forfeitures not exceeding \$1,000.

Charter Law: May enact ordinance providing for penalties; maximum set by charter.

Task Force conclusion: No advantage/disadvantage.

22. Public Utilities/Franchises

General Law: Municipalities empowered to establish, purchase, and operate public works and to furnish inhabitants with electrical power.

Charter Law: May own and operate utilities, water, sewer, and energy pursuant to terms of charter.

Task Force conclusion: No advantage/disadvantage. Although some California cities have previously established utility companies, as a matter of practicality, it is now exceedingly difficult for any city to do so.

SUMMARY OF THE COMPARISON

The Task Force identified one point that required significant discussion by reason of differing views among Task Force members as to its suitability, desirability, and degree of importance to the citizens of Milpitas. The discussion and comments on this subject are summarized below.

Point #5--Elected Mayor and City Council (specifically the number of Council Members)

Pro

Task Force members supporting the position that it would be beneficial for Milpitas to move to a seven-member Council felt that this was a significant issue. They stated that by having two additional Council Members, the work would be spread around more and Council Members might be able to participate in more events. They were very concerned about regional councils and the ability of the Mayor to be represented on them. In addition to just spreading the work equitably, more representation is needed. We should think of the future.

Con

Although previous discussion had touched on having representation from different groups on the Council, having districts or increasing the Council to seven would not insure more ethnic groups are represented. Increasing the number of seats without districting would not work as a practical matter to accomplish this goal. Any advantage to the taxpayer is doubtful. It is questionable that Milpitas is at the level needed to change; most comparable cities are content with five-member councils. The Council-to-resident ratio in Milpitas is low. If the Council feels overworked, nothing precludes them from hiring aides.

Neutral

One Task Force member expressed mixed feelings because the group's job is to focus on the advantages of going either way—Charter or General Law. The argument could be made that the City would have more flexibility with a charter because the City Council could expand without district elections.

OTHER CONSIDERATIONS

Town Hall Meeting—Milpitas Public Response

Our work plan also included gathering input from the citizens of Milpitas. Accordingly, we planned and held a Town Hall Meeting on June 20, 2001. Although citizen attendance and participation were not great, we did get valuable feedback. Most comments from the public expressed a lack of enthusiasm for the Charter City idea. The notes on the meeting, recorded by the City Clerk, are appended. We strongly recommend that each City Council Member read these notes to gauge the public's sentiment on this issue.

Subcommittee Research Results

During the course of our research, subcommittee members met with officials of several Bay Area cities. Reports on this research are appended. In the interest of brevity, however, general comments from the officials interviewed are given here.

FREMONT—General Statements

Council Member Zlatnik

- It is very difficult to get the public aroused and interested on issues so as to make sound and wise decisions on writing or amending a charter.
- Political/business interest groups could be a big problem.
- Not becoming a Charter City has had little effect on the well being of Fremont or its participation in regional matters.
- State has greatly reduced differences between Charter and General cities until now there is not much difference. We should work to get the State law changed.

Council Member Wasserman

- Having a strong City Manager is preferable because it is more efficient and much less subject to corruption.
- In many ways a charter can be more restrictive than General Law.
- There are now no strong reasons to become a Charter City. The Fremont City Council was split on the Charter City issue. If the Milpitas City Council does not support a charter drive 100%, my advice is not to attempt it.

City Manager Jan Perkins (helped write proposed charter)

- Differences between General Law and Charter City are much narrower than some years ago and are limited to (a) determining the size of the Council without district elections, (b) ability to use city work crews to perform work above the \$5,000 limit, and (c) ability to exercise design-build options.
- In creating a charter “less if more” in terms of provisions. A complex charter can create unintended bureaucracy and inflexibility for the city.

City Attorney Harvey Levine (helped write proposed charter)

- A charter is a document of limitations.
- Differences between charter and non-charter cities are not very great.

Newspaper Writer Alex Rosenberg

- Split City Council and lack of public interest/support defeated the measure.

SAN RAMON—General Statements

City Manager Herb Moniz

- San Ramon became a Charter City two years ago due to the push of former Mayor Byron Athan. Council voted for it unanimously because Athan was persuasive.
- Have not encountered many negatives or positives to being a Charter City.
- Difficult to get citizens interested; they did not understand.

- Home rule—Most “local” issues are now considered by courts to be “state” issues. Most cities lose in court when charter issues are contested.

MILPITAS—General Statements

Mayor Manayan

- Charter City can enhance the negotiating power for public contracts.
- Increasing the number of Council Members can represent the different segments of the community with a option of assigned Council seats.
- A four-year term for Mayor will provide continuity of focus.
- Districting is not appropriate for the City due to its size.
- See Council position as a community service; there is no need for salary increase.

Council Member Esteves

- Open to increasing the number of Council Members.
- In favor of a four-year term for Mayor.
- Does not favor districting.
- Increase in salary/compensation is not an issue.

Council Member Lawson

- No difference between Charter City and General Law in terms of negotiating public contracts.
- Open to the increase in the number of Council Members provided there are compelling reasons.
- In favor of four-year term for Mayor.
- May consider districting if there is an increase in the population.
- Being in the city government is not a place to make money. Consider job as community service.

Vice Mayor Livengood

- In favor of increasing number of Council seats.
- In favor of four-year term for Mayor.
- Population too small for districting.
- Favors increasing Council Members salary to attract quality people to serve that otherwise might be turned off due to financial constraints.

Council Member Dixon

- Finds no difference on public contracts between Charter City and General Law.
- Open to increasing the number of Council seats but feels the current City Council represents the community.
- Agrees to the current term of the Mayor but is open to a four-year term.
- Does not see any problem with the City Council’s compensation/salary.

Milpitas Post

- “It ain’t broke, don’t fix it.”
- Charter City benefits are non-existent.
- Charter City opens up to more lawsuits.
- Increasing the number of Council seats opens up to political manipulation.
- Political interest groups can influence the selection of the added Council seats.
- Close associates will likely be urged to run for office.
- Voters are apathetic to Charter City.
- Against four-year term. It is difficult to get rid of a Mayor who is not performing.

RECOMMENDATIONS

At our regular monthly meeting held on September 10, 2001, we cast our final vote on the matter and the result was:

Against Charter City for Milpitas.....	9 votes
For Charter City for Milpitas.....	2 votes

Majority Report

Overview

In fulfilling the responsibility to recommend the future governmental path for Milpitas, the Charter City Task Force examined all aspects of the question from the viewpoint of what is best for our citizens. Our goal was to discover any substantive, compelling reason for Milpitas to alter its form of government. During the course of our work, which encompassed interviews, research, and public input, several recurring themes surfaced.

- Why are we considering going to a Charter City?
- Where is the public support for the idea?
- What’s broken? What is wrong with the way Milpitas runs now?
- Is there a real advantage in changing to a Charter City?
- How much does it cost?
- Public apathy will be a real concern.

Discussion

The Charter City issue was first proposed at a City Council meeting in 1999 and received a lukewarm reception. In May of 2000, the Council decided by a split vote to appoint this Task Force to study the issue. Thus, City Council interest, rather than public interest, constituted the initial driving force in promoting the issue.

In interviews with citizens and officials in other cities, we repeatedly heard comments regarding lack of public interest and division within the City Council as cautionary signposts. These cautions, as they reflect the Milpitas situation, received careful consideration and weight by the Task Force. Absence of public support at the Town Hall meeting, plus the fact that citizens’ comments were overwhelmingly against the idea, were important factors in the Majority’s decision.

During the course of our work, numerous possible Charter City advantages were put forth: flexibility, local control, broader representation, contract savings, among others. Historically, advantages did exist. But over time, State laws changed with the result that these differences basically disappeared.

When initially drafting a charter, a city does have flexibility in structuring its government to suit its citizenry and current conditions. However, as is exemplified by many obsolete provisions in city charters throughout the state, once a charter is adopted, it can be difficult to obtain voter approval to change it in the future. A provision that fits circumstances in one time or era may later prove to be inappropriate, cumbersome, or worse. This is not real flexibility. Further, even though a charter as originally written may carefully limit political powers, in time they frequently are amended to become more complex and more politically oriented. In establishing the rules of governance, California statutes allow General Law cities to exercise the full range of local control that *any* city enjoys, emphasizing a business-like orientation toward city management.

Today, this business-like approach seems more appropriate than ever. When the size of the budgets for small cities such as Milpitas were unimaginable just a few years ago, it seems wise to manage the dollars well. When every citizen has greater and increasing personal commitments, more demands on their time, more involvement in family and work, and less time to devote to public issues, a professional, business-like approach rather than a politically-oriented system is crucial to conducting city affairs effectively. For larger cities such as San Jose, Los Angeles, or San Francisco, a politically active system may serve well. But for Milpitas, the balance we have seems appropriate for now and for the foreseeable future.

General Law cities are structured so that elected officials are charged with establishing policies and direction for the city. The Task Force majority feels that this structure affords each of our elected officials great opportunity and room to express their leadership abilities and their vision for Milpitas, just as the current Council has. True leadership and ideas are not bound either by a General Law *or* a Charter City structure. Within this framework there is room for every segment of our population to be represented.

Conclusion

After 17 months spent studying, researching, and discussing the Charter City question, the Task Force as a whole agreed that no present advantage (including increasing the number of Council Members) was discovered that reached a level of significance compelling enough to warrant altering Milpitas' form of government. In the majority view, upon examination all points that came under discussion faded. As a consequence, we voted against recommending pursuit of Charter City status.

A second and important consideration for the majority was lack of public involvement and support. We interpret this lack of support and the negative input we received not as distrust of local politicians but as an expression of satisfaction with our present governmental form. We recognize that citizens have limited time to devote to political affairs and feel that they are less interested in political activism and more interested in political stability.

A third point we evaluated is the fact that Milpitas is a small city, and it is advisable that we continue to have part-time elected officials with a City Manager/City Council form of government. However, this does not mean that we do not value, and even demand, leadership from our officials. We do expect them to set judicious directions and policies that benefit *all* Milpitas residents, policies that lead to a prosperous future with due regard for every citizen, our environment, and our general welfare.

Minority Report

The members of the Charter City Task Force who voted in favor of recommending that Milpitas change its form of government from General Law to a Charter form wish to thank the majority for allowing a minority report to be added to the report for the Milpitas City Council. This sense of fair play characterized the entire effort by the Task Force.

Overview

While the major arguments against recommending a Charter City form were based on the following factors, the overall perspective was there was no compelling reason to change. The minority vote agrees there is no compelling reason. However, the following perspectives caused us to vote for a Charter City recommendation:

- “If it ain’t broke, there is no need to fix it”—The minority group’s concern was that this was a backward-looking perspective, not a forward-looking perspective to be prepared to better meet future challenges and issues.
- “No advantage to Charter City”—The minority group’s concern was that General Law provided a basis for charter to improve upon and better reflect our city, our community, and our values.
- “Public distrust of local elected officials”—interesting public input that showed a greater trust in elected officials from other parts of California rather than their own officials.

Discussion

Within the context of Milpitas’ geographic location, the pressure of balancing suburban, traffic, industrial, and community issues, and the reality of rapidly changing demographics, the minority group believes that a Charter form of government provides the opportunity to select the best aspects of General Law with the flexibility of self-rule.

- While there is nothing “broken” in Milpitas and the current form of government has served admirably, the need to look to the future necessitates the preparation of a charter for presentation to the voters. Issues of City Council size, signing authority for the City Manager, apportionment of responsibilities, and organizational structure can be handled by General Law; they can also be handled by Charter and perhaps in a manner better suited to Milpitas’ requirements. In addition, future regional and local matters may be better handled in the best interests of Milpitas using the mandate of the voters. Finally, voters can determine what is important to them and change the Charter to meet those concerns. While

both it is good and bad to have this flexibility, the opportunity to have a choice is of value to a community.

- In the past, there was a significant difference between a General Law city and the powers available to a Charter City. That there is no advantage to a charter form over General Law is accurate, because the State Legislature has passed numerous laws that increase the powers and capabilities of a General Law city. However, the advantage of one form over another begs the points of flexibility, of self-rule, and of community values. Milpitas has the opportunity to write a charter that selects the best of General Law, ties itself to General Law developments passed by the legislature, and fits the needs of the community. The charter should be crafted carefully with appropriate limits on powers and taxation and with flexibility on governing Milpitas. While the opportunity to have seven city council members is of interest to many, the “cost” of having seven members has been inaccurately discussed. If the total compensation package for a part time Council Member or Mayor is about \$25,000/year, adding two more Council Members will not materially affect the budget.
- Finally, local mistrust of politicians was apparent from public comment about recommending a charter to the voters. It was interesting to hear that the public commentary has more faith in legislative representatives from Southern California, rural, and agricultural areas than local politicians and leaders. It may be that Milpitas needs leadership as well as professional management. A charter could provide the framework to allow leadership and management. It does not appear that leadership can be provided from a General Law form of government. General Law is optimized to provide professional management of the community. While valuable to have professional management, it is also necessary to have leadership. A charter can better support the best of leadership and management. In addition, issues of costs of putting a charter on a ballot were continually raised, yet the real costs of voting for a charter in a general election was estimated to be less than \$10,000. The lack of informed public input detracted from the overall assessment of a charter.

Conclusion

The Task Force members who voted to recommend a charter came to that conclusion with a view toward the future. We believe that a Charter City can better meet the challenges of the future while adhering to the advantages of a General Law city. We believe that the voters should have more choice in their local government and that the choice should be based on community values.

A FINAL WORD

Upon the completion of our work at the October 8, 2001, meeting, the entire Task Force took a few moments to reflect on and voice its thoughts concerning the experience. A few moments to remind ourselves that we, ordinary citizens, had just performed a simple civic duty that is an impossible dream for most people of the world. Around our table sat representatives from diverse backgrounds, yet we worked in harmony and with the goal of “What is best for all.” To us this represents the true and enduring essence of the American spirit. Thank you, Council Members and citizens of Milpitas for giving us this uniquely American opportunity to serve.

Summary Notes
Charter City Task Force
TOWN HALL MEETING
June 20, 2001, 7:00 p.m.
Milpitas Unified School District
Board Meeting Room

Attendance

Task Force Members Present: Juniel-Butler, Evelyn Chua, Jerry Epps, Al Garcia, Sudhir Mandal, Marie Pham.

Staff Present: City Manager Tom Wilson, City Attorney Steve Mattas, and City Clerk Gail Blalock.

Call to Order

Chair Evelyn Chua called the Town Hall meeting to order at 7:05 p.m.

Pledge of Allegiance

Al Garcia led the audience and Task Force in the Pledge of Allegiance.

Introductions

Chair Chua introduced the Task Force members present and acknowledged the presence in the audience of Councilmember Trish Dixon, School Board President Althea Polanski, and Bicycle Transportation Advisory Committee Member Rob Means.

Chair Chua reviewed the agenda for the evening and along with Vice Chair Epps presented a brief overview of the purpose of the Town Hall meeting, the purpose and work of the Charter City Task Force, general comments on California Cities, General Law Cities, and Charter Cities, and some of the differences.

Public Comments

Chair Chua invited members of the audience to address the group.

Richard Ruth, 1673 Quail Drive, said Milpitas was incorporated in January 1954 under General Law status, since then the City had functioned quite well, built schools and residential neighborhoods, has done all the wonderful things we see, things have worked very well, his questions was what is it that the City council wants to do under Charter law government that they cannot do under General Law? If somebody could convince him that Charter Law was better, he could go along with it but currently he thought General Law city governance was a pretty good system for the citizens of the City of Milpitas.

Art Swanson, 311 Carnegie, said he wondered if the Council and people would deliver some of these thoughts to us as soon as possible, how they view their ideas about it, we want to help them but we want to know why this question came up; years ago he wanted a Charter City but was told by the Mayor and developer for the City it would cost more and at that time, they did not have the money; right now it seems we have the money but in the meantime we have filled up this town; we want to know why they want it; will it be a full time Council; and questioned what will they do eight hours a day.

Rob Means, 1421 Yellowstone Avenue, asked the City Attorney if there was some more flexibility in dealing with our future, which he expected will be rather exciting; one of the biggest things we have to deal with is the influence of money on politics which generally comes from large corporations and wealthy individuals. Mr. Means asked if there was a way of cutting them out of the pie – not allowing any corporate contributions to local political races; is it possible for a Charter City to say we will make up the rules about how we finance elections in our city? Mr. Means said his question was can we do something like that under a General Law arrangement or can we do it under Charter Law?

City Attorney Steve Mattas responded that regarding the issue of campaign financing regulations, General Law cities have specific prohibitions in terms of what they can do, i.e., a General Law cities can't have publicly financed campaigns but Charter Cities can have that option; the real issue of campaign financing in California and across the United States was really handled extensively at the State level (and with Proposition 208) and was impacted by Federal Constitutional Law and the Supreme Court's interpretation with regard to the ability to control free speech.

Isaac Hughes said he had a problem with Charter Cities and the statement on page 3 of the handout regarding police powers; said he was taught to ask questions and asked what rights do you give up when you go to the polls; currently he saw a mess in the City; commented that Mr. Mattas' contract was signed by the Police Chief (who was Acting City Manager at the time); found that the average of donations over \$100 to all the Council exceeds 85% from sources out of town; and commented on the City Hall project, conflict of interest, the restraining order to keep him out of public buildings and the \$16,000 he spent defending himself. Mr. Hughes said if you really want to know what these people do to people who speak out, he could show them; the police have a lot of power; expressed concern that Mr. Mattas' power continues to grow in the area of prosecuting and some of the privileges the DA has; he was not happy with the City Hall project and its budget; he thought all the Council should have set office hours one day a week to see people; and he didn't want to see people not voted in to the Legislature who don't have the State legislative experience to take any positions whatsoever to increase any police powers to the City Attorney locally.

Chair Chua acknowledged the presence of Mayor Manayan in the audience and noted Councilmember Esteves was present for awhile.

Elaine Worthington said she was a 30 year resident, this was her first meeting, and what she was hearing sounded like the cart was being put before the horse; with that in mind and not being exactly sure what will happen with a Charter City, she would like to have that information first and was hopeful the next meeting would be more informative.

City Manager Tom Wilson briefly reviewed the charge given to the Task Force, the work it has done in evaluating cities in the area, their purpose in seeking public input, and the fact that the Task Force hadn't formed any opinion yet.

Ms. Worthington said she would like to know why becoming a Charter City would be a good thing for the City of Milpitas. Mr. Wilson responded that was in the charge to the Task Force and what they were trying to explore. Ms. Worthington said she would like to know what they have found out. Mr. Wilson responded the Task Force was still compiling their findings but was coming to the public without forming an opinion to hear the independent input from the citizens about Milpitas. Ms. Worthington asked how could they give input. Mr. Wilson said the Task Force was soliciting input about the operation of the City, to get data based on the knowledge of the community, and this was just a starting point to get the involvement of the local citizens.

Althea Polanski, 2083 Mesa Verde Drive, said she was present as a 25 year resident and not as President of the School Board; and wanted to know if the committee was aware of SB974 (Thorkelson) which would apply the public contract code to Charter Cities. Ms. Polanski further stated she had never been convinced we need a Charter City; she had heard this on-and-off for over two years; Milpitas has been doing well as a General Law City since 1954; she constantly wondered what the push was to put this to a vote of the public; the only benefit she saw was being able to increase the number of elected officials getting in our face and getting paid as full time employees; and there were a lot of things about Charter Cities that scared her. Ms. Polanski said she preferred a Council that provides policy and having professional staff to operate the City. With respect to districts, Ms. Polanski said she wanted everyone on the Council to represent all 62,000 residents and not special groups. Ms. Polanski questioned what it would cost to go to the voters for a special election, who would write the charter, how will you find 62,000 people to agree, how do you change a charter once it is voted in, what if it is not working, and since not a lot of people vote, she could see a small percentage of the people telling us how we will live our lives. Ms. Polanski shared that publicly funded campaigns scared her, giving the Council more

flexibility scared her, of the 475 cities, 105 are Charter and all are large and she questioned what was considered a large city, who are they. Ms. Polanski commented on School District and the fact that some have five, seven, and even nine member boards. Ms. Polanski said she wanted to know what the benefit would be for her as an individual citizen because right now Milpitas is a very safe city with clean streets, good parks, a good Fire Department, traffic is an issue but must be handled regionally, so what is going to change. Ms. Polanski further stated that what she saw was that it would cost money to put it on the ballot, it would provide her with more elected officials to deal with, it could cost as much as \$700,000 to pay salaries and benefits for Councilmembers, and to her it made no sense.

Chair Chua commented that the question who would write the charter, she didn't know because the Task Force was to make a recommendation to the Council; what the Council does was up to them.

City Clerk Gail Blalock commented on the cost of elections reporting that to add a Charter City question to a regularly scheduled Milpitas election would cost up to an additional \$5,000; to hold a special election without the benefit of consolidation would cost approximately \$80,000.

Laura Riffle, 1909 Grand Teton Drive, said one of the issues was that the Task Force wanted feedback from the public; however, sometimes you don't get the amount of people you want because they don't understand the problem; she thought more advertising needed to be done because nobody understood why there is a Charter City issue, enough wasn't explained, so that was why there weren't more people; they don't know the questions to ask so if you want more input, get more information out there.

City Clerk Blalock read into the record written communications received from the following individuals: (1) postcard from Ruth C. Nelson stating she was against becoming a Charter City, was unable to attend the June 20 meeting, and asked to receive any handouts from the meeting or other information; (2) request from Bob McGuire to have his letter to the Milpitas Post May 2000 opposing becoming a Charter City entered into the record; (3) e-mail from D. Grove to the Mayor and Council opposing the proposal to transition the City to a Charter City; and (4) e-mail from Mel Rose opposing being a Charter City.

Heidi Wolfe Reid, 1397 Yosemite Drive, said she attended the Task Force meeting when Professor Terry Christiansen from San Jose State spoke; it was hard to grasp what were the differences because the State Legislature had eliminated a lot of the differences so her question was how much more benefit can be gained by being a Charter City; there had been ongoing discussions about a full time Council and asked if a General Law City could have a full time Council. City Attorney Mattas responded they couldn't be compensated as a full time Council but they could serve full time. Mr. Mattas went on to explain the formula for setting Council salaries in General Law cities and that Charter Cities could compensate according to whatever is put in the charter.

Ed Riffle, 1909 Grand Teton Drive, commented his question might be a rhetorical one regarding contracting but if General Law cities must take the lowest responsible bidder, did that mean Charter Cities (like San Francisco), could go to the highest irresponsible bidder? Mr. Riffle further commented that as part of the Task Force's information gathering, he thought there should be some statistical information collected on elected officials and City employees showing yearly compensation per 1,000 population (which he felt would be an equalizer) and pension information per 1,000 population (citing the San Jose Council voting themselves a pension regardless of the amount of time served). Mr. Riffle said he thought this information should provide a pretty good idea if this would be good for the City of Milpitas.

There were no further public comments.

Adjournment

Chair Chua, on behalf of the entire Task Force, thanked everyone for coming and sharing and invited everyone to attend the Task Force meetings held at the Community Center on the second Monday each month.

The meeting was adjourned at 8:15 p.m.

SUBCOMMITTEE "A" REPORT

SUMMARY OF FREMONT INTERVIEWS

Committee members: Marsha Grilli, Al Garcia, Sudhir Mandal, Jerry Epps

Incorporated: 1956 **Population:** 215,000 (high % blue collar workers)

Average family income: \$70,000 **Area:** 95 sq. miles (4th largest city "area" in Calif.)

Budget: \$100,000,000

People interviewed: Councilmembers Judy Zlatnik, Robert Wasserman; City Manager Jan Perkins; City Attorney Harvey Levine; Newspaper writer Alex Rosenberg

Questionnaire only: Dennis Wolfe, Charter Committee Chair

The city of Fremont directly elects the Mayor and four Councilmembers at large for four-year terms; these are part time jobs. Each can serve for two terms and could run again after being out of office two years. The Mayor receives a monthly salary of \$1650; Council Members \$1,050. \$450 monthly toward medical. Council pay can be raised after normal discussion. Service on the Council can be applied to PERS retirement.

GENERAL STATEMENTS

Councilmember Zlatnik

- It is very difficult to get the public aroused and interested on issues so as to make sound and wise decisions on writing or amending a charter.
- Political/business interest groups could be big problem
- Not becoming a charter city has had little effect on the well being of Fremont or its participation in regional matters.
- State has greatly reduced differences between charter and general cities until now there is not much difference. We should work to get the State law changed.

Council Member Wasserman

- Having a strong City Manager is preferable because it is more efficient and much less subject to corruption.
- In many ways a charter can be more restrictive than general law.
- There are now no strong reasons to become a Charter City. The Fremont City Council was split on the Charter City issue. If the Milpitas City Council does not support a charter drive 100%, my advice is not to attempt it.

City Manager Jan Perkins (helped write proposed charter)

- Differences between General Law and Charter City are much narrower than some years ago and are limited to (a) determining the size of the Council without district elections, (b) ability to use city work crews to perform work above the \$5,000 limit, and (c) ability to exercise design-build options.

- In creating a charter “less is more” in terms of provisions. A complex charter can create unintended bureaucracy and inflexibility for the city.

City Attorney Harvey Levine (helped write proposed charter)

- A charter is a document of limitations
- Differences between Charter and non-charter city are not very great

Newspaper writer Alex Rosenberg

- Split city Council and lack of public interest/support defeated the measure

12--How do you handle public contracts?

For public works contracts, general law is followed; for public expenditures they follow city ordinance. Minority preference applies. Can declare an emergency and award a contract without bidding.

13-What is contract approval level of City Manager?

\$50,000 capital and supplies; \$100,000 for personal services. Limits periodically adjusted. Council wants City Manager to be free to work efficiently

14--Do you have requirement to contract out all city work?

No. City employees do park maintenance but not street maintenance or janitorial service. Goal is to use city employees efficiently.

15-How are city staff salaries established?

Negotiations with bargaining units; City Manager has authority to establish all salaries except for City Manager and City Attorney.

16-Who does City Manager report to? Job evaluation done how?

City Manager and City Attorney report to the Council. They are evaluated annually; a professional facilitator is used.

17, 18--Special hiring standards? Mayor/council have hiring authority?

Typical hiring practices are followed: competitive exams, comprehensive evaluations. Mayor or council have no say in hiring (or firing). City Manager does inform Council on major appointments and on firings. Mayor and Council members can't interface directly with city employees, must go through City Manager. They can give input on employee problems and concerns however.

19--delete this question

20, 21-- Provisions to pay prevailing wages? Living wage?

Pay prevailing wages for public works projects. State has no prevailing wage for other projects. Could pay living wage through an ordinance, if desired.

22, 23 delete these questions

24--Nuisance abatement cost recovery?

Follow general law code. Could do this by ordinance with no limits.

25--What issues/concerns caused Fremont to consider a charter?

Zlatnik-- A small special interest group pushed it. They wanted to limit the Mayor's power. There was no strong reason to go charter and no popular public demand. Binding, compulsory arbitration, which was a consideration is now general law. Design and build contracting is still an issue.

Wasserman--Mostly special interest group wanted political power and control of the city and were against the mayor, who appoints commissions. One hot button was the idea that the city could take over the schools.

Rosenberg (newspaper)--Issues (1) number of council members, (2) Mayor appoints commission members, (3) School district could be run by the city, (4) Bidding process, (5) Council salaries low, (6) Regional representation.

Perkins (city manager) --Issues: Increase size of city council and design & build restrictions-- even if you are a charter city you cannot get around state mandates.

Wolfe--Size of the city Council; design and build considerations.

26--What problem(s) drove electorate to vote for/against charter?

Zlatnik--The public didn't care--there were no strong arguments for a charter.

Wasserman--City employees opposed charter because they didn't want binding arbitration, but this is now state law. Unions opposed charter. Three city council members opposed the charter; League of women voters opposed; lack of public interest

Rosenberg--No public enthusiasm; city council was split on it. Chamber of Commerce (mostly Republican) was for it; not all of the 10 members of the charter-drafting committee were for it.

Perkins--This was the third time a charter proposal was defeated. There was no clear message/reason. Some people began talking about putting authority to appointment the school board into the charter and this created uncertainty.

27, 28--Did not becoming a charter city solve issues or create problems?

Zlatnik--No. The present city manager gets lots of credit for good management and the form of Fremont government

Wasserman--Fremont has no real issues to solve. Reasons to become charter not strong today. To increase number of councilmembers, general law cities must go to districts. Political considerations:

Perkins--No change.

29--What was position of Mayor, Council, City Manager on charter?

The mayor and one council member were against the charter; three members were mildly for it; one pro member later switched sides. City manager's position unknown, but she did a good job helping to draw up the charter proposal.

30--What other interest groups had a position on the charter

A small, special interest group pushed the drive for a charter city, chamber of commerce was for it. SEIU and League of Women Voters were against it.

31--What was reaction in the community to the charter city idea?

Apathy, didn't care. Newspaper not interested either.

32--Do you have a strong mayor or strong city manager?

Zlatnik--strong city manager

Wasserman--strong city manager, much less subject to corruption and is more efficient.

Rosenberg--present form of city government seems to be pretty efficient.

33--Special rules of procedure, decorum, ethics, conflict of interest, campaign finance, incompatibility of office?

Perkins--Yes, Council rules; local conflict of interest code; election/campaign rules.

Wasserman--charter can be more restrictive here than general law

34--Has community been satisfied with not becoming a charter city?

Answers: "Yes"; "No complaints"; "Indifferent".

35--no responses

36--What were costs of Charter City election?

Perkins--\$10,000 extra to general elections costs; special election would have cost of \$70,000 to \$80,000.

Wasserman--special election could cost up to \$100,000 more

37--Impact of not being a Charter City on County/regional matters?

Zlatnik--mostly nothing

Wolfe--Fewer councilmembers means less representation; council members miss meetings.

Perkins--No impact.

Submitted by Subcommittee "A" June 11, 2001

SURVEY QUESTIONS

TOPIC: Form Of Government	
Does your city have a mayor? 1	
Does your city have a full time or part time mayor and city council? 2	
What is the term for your mayor? 3	
Do the voters elect the mayor directly or does the council? 4	
Do you have district elections for your council members? 5	
How many council members do you have? 6	

Do you have term limits for the mayor/council members? 7	
How do you handle compensation for the mayor and the council members? Expenses, reimbursements, benefits? 8	
Do you have council member qualifications different from that of Govt Code 36502? 9	
Do you exercise legislative authority differently than General Law directs? Ordinances must be read in full at introduction, passage. Ordinances are passed at regular meetings, etc. 10	
What is a quorum at your city council meetings? 11	

TOPIC: Effective Use of Resources	
How do you handle public contracts with respect to size of contract, bidding requirements, negotiation rules, etc? 12	
What is the contract approval level for the city manager? 13	
Do you have a requirement to contract out all city work? 14	
How are city staff salaries established? 15	
Who does City Manager Report to? How is the job performance evaluation done for the City Manager's job function? 16	

Do you have any special standards, requirements, or procedures for hiring city staff personnel? 17	
Does the mayor/council have approval authority of staff appointments? 18	
Does the mayor/council have paid staff assigned for the performance of studies and development of tasks? 19	
Do you have provisions for payment of prevailing wages for services/public works projects? 20	
Do you have provisions for establishing/payment of Living Wage? 21	

SURVEY QUESTIONS

TOPIC: <u>Issues that Formed Basis for Change</u> What issues/concerns caused the city to consider becoming a Charter City? 25	TOPIC: <u>Political Considerations</u> What was the position on the charter of the mayor, city council, and city manager at the time of the decision? 29	Do you have any special rules of procedure and decorum related to ethics, conflicts of interest, campaign financing, or incompatibility of office? 33
Do you impose taxes or license fees differently than established by code, law, or Prop 218? 22	What other stakeholders/interest groups had a position on the charter city approach? 30	Has the community been satisfied with the results of not becoming a charter city? 34
Do you have any special processes/procedures for establishing taxes or license fees differently than established by general law? 23	What was the initial reaction within the community to the idea of a charter city? 31	Have there been unforeseen consequences of not becoming a charter city, including additional costs, special elections, etc? Provide some examples. 35
What are your provisions and limits for Nuisance Abatement Cost Recovery and additional fines? 24	Do you consider that you have a strong mayor or a strong city manager? 32	What were the costs of considering to change from a general law city to a charter form of government, including legal, election, and conversion costs? 36
TOPIC: <u>External and Environmental Aspects</u> Has not becoming a charter city impacted Fremont's participation in County or regional matters? Provide some examples. 37		

SUBCOMMITTEE "A" REPORT

SUMMARY OF SAN RAMON INTERVIEWS

Committee members: Marsha Grilli, Al Garcia, Sudhir Mandal, Jerry Epps

Incorporated: 1983 **Population:** 49,000 **Average family income:** \$0000
Budget: \$32,000,000 (operating); \$57,000,000 (annual)

People interviewed: City Manager Herb Moniz

Questionnaire only: Mayor David Hudson; Councilmember Curt Kinney

GENERAL STATEMENT: City Manager Moniz

- San Ramon became a charter city 2 years ago due to the push of former Mayor Byron Athan. Council voted for it unanimously because Athan was persuasive.
- Have not encountered many negatives or positives to being a charter city.
- Difficult to get citizens interested; they did not understand.
- Presently, City Council is dysfunctional. Plan to put amendment on ballot to provide for a directly elected Mayor.
- Home rule--Most "local" issues are now considered by courts to be "state" issues. Most cities lose in court when charter issues are contested.
- Police services contracted for and provided by Alameda County Sheriff's Department.

Items

- * Five part time council members elected at large.
- * Mayor selected by the Council for a 1 year term.
- * Do not have districts
- * Does not have term limits
- * Salary is \$400/month plus expenses and medical
- * Contracts let according to state public resources.
- * City Manager has contract approval up to \$50,000
- * No requirement to contract out all city work, but do contract for public works jobs
- * Staff salaries established by Council on a tiered; must be in 70 percentile
- * City Manager reports to Council; job evaluation every 2 years (with a facilitator)
- * City Manager, City Attorney, City Clerk hired by and report to Council
- * City staff job standards set by City Manager
- * Mayor and Council have no staff
- * Have provisions for paying prevailing wages for services/public works projects
- * No provisions for paying living wage
- * Taxes and license fees imposed as per general law code
- * Nuisance abatement cost recovery limit: \$50
- * Issues considered for becoming a Charter City: 1) local control; 2) contracting
- * What problems/issues drove electorate to vote for charter? None
- * Did becoming a Charter City solve issues? Yes--contracting
- * Did becoming a Charter City create problems? Nothing specific

- * What other stakeholders/interest groups had a Charter position? None
- * Do you consider you have a strong Mayor or City Manager? 1) Balanced; 2) City Manager; 3) Both.
- * Special rules of procedure, decorum/ethics, conflicts of interest? Council dysfunctional; City Manager arranged a workshop based on one Sunnyvale had; no formal code of ethics; conflict of interest controlled by State.
- * Community satisfied with results of becoming a Charter City? Yes
- * Unforeseen consequences of becoming a Charter City? We made our City Clerk a Council employee. I would not do that again.
- * Has becoming a Charter City made it possible to participate better in county/regional matters? No
- * Has Charter helped city address unforeseen issues? Can make charter amendments (such as direct election of Mayor)
- * No consequences of becoming Charter City, any items are handled under regular election. No special elections have been held.

Submitted by Subcommittee "A" June 11, 2001

Subcommittee B city manager -
 Charter City Task Force Mountain View Sally Lieber Vice Mayor City of Milpitas

Issues for Consideration
 Query Plan for Information Gathering

Topic and Questions	Charter City Response	General Law City Response	Other comments
Form of Government			
Does your city have a mayor?	yes		
Does your city have a full time or part time mayor and city council?	partime. Mayor is elected from council member.		
What is the term for your mayor?	2 term.		council - 4 year term
Do the voters elect the mayor directly or does the council?	council elect mayor and rotate		
Do you have district elections for your council members?	All at Large		
How many council members do you have?	7 members.		

APP. 4

mv

Do you have term limits for the mayor/council members?	2 term limit - council 4 yr each mayor term is one year then rotate		
How do you handle compensation for the mayor and the council members? Expenses, reimbursements, benefits?	Regular pay \$600/month cellular phone, computer, travel, restaurant expenses \$2,000/4 yr term \$30 - cell phone/month		
Do you have council member qualifications different from that of Govt Code 36502?			
Do you exercise legislative authority differently than General Law directs? Ordinances must be read in full at introduction, passage. Ordinances are passed at regular meetings, etc.	To pass ordinance, require 2 readings even it doesn't require it		
What is a quorum at your city council meetings?	4		

MV

Effective Use of Resources				
How do you handle public contracts with respect to size of contract, bidding requirements, negotiation rules, etc?	city manager negotiates all contracts			
What is the contract approval level for the city manager?	no limit			
Do you have a requirement to contract out all city work?	NO			
How are city staff salaries established?	city mgr determines according to scales CFW + FOA			
Who does City Manager Report to? How is the job performance evaluation done for the City Manager's job function?	Report to city council evaluation by city council			

MV

Do you have any special standards, requirements, or procedures for hiring city staff personnel?	NO			
Does the mayor/council have approval authority of staff appointments?	NO			
Does the mayor/council have paid staff assigned for the performance of studies and development of taskings?	NO			
Do you have provisions for payment of prevailing wages for services/public works projects?	yes.			yes until 1992. Then council got rid of it then recently reinstated it.
Do you have provisions for establishing/payment of Living Wage?	yes			

MV

Do you impose taxes or license fees differently than established by code, law, or Prop 218?	yes		Parking Assessment Downtown Assessment district.
Do you have any special processes/procedures for establishing taxes or license fees differently than established by general law?	NO.. STATE constitutes		
What are your provisions and limits for Nuisance Abatement Cost Recovery and additional fines?	code enforcement		city doesn't charge people - They go out & talk directly to people.

Issues That Formed Basis for Change			
What issues/concerns caused the city to consider becoming a Charter City?	it has been a charter city for fifty years.		
What problem, or problems, drove the electorate to vote for/against the Charter City form?			
Did becoming/not becoming a charter city solve issues? Provide some examples of issues.	charter city - have more power + control. Less state control		
Did becoming/not becoming a charter city create new problems? Provide some examples of issues.	NO		

Political Considerations			
What was the position on the charter of the mayor, city council, and city manager at the time of the decision?	N/A		
What other stakeholders/interest groups had a position on the charter city approach?			
What was the initial reaction within the community to the idea of a charter city?	It's been a charter city since 1950 -		
Do you consider that you have a strong mayor or a strong city manager?	Strong city mgr.		

mv

Do you have any special rules of procedure and decorum related to ethics, conflicts of interest, campaign financing, or incompatibility of office?				
Has the community been satisfied with the results of becoming a charter city?	yes.			

Have there been unforeseen consequences of becoming a charter city, including additional costs, special elections, etc? Provide some examples.				
What were the costs of changing from a general law city to a charter form of government, including legal, election, and conversion costs?				

External and Environmental Aspects			
Has becoming a charter city enabled the city to participate better in county or regional matters? Provide some examples.			
Has a charter helped the city address new and unforeseen issues? Provide some examples of issues.			

Issues for Consideration
Query Plan for Information Gathering

Topic and Questions	Charter City Response	General Law City Response	Other comments
Form of Government Does your city have a mayor?	Y		
Does your city have a full time or part time mayor and city council?	P/T elect among council members		
What is the term for your mayor?	2 term 4 yr/ea		
Do the voters elect the mayor directly or does the council?	council elect mayor & Rota		
Do you have district elections for your council members?	AT large election		
How many council members do you have?	7		

MV

10/10/2009

Do you have term limits for the mayor/council members?	1 city council			
How do you handle compensation for the mayor and the council members? Expenses, reimbursements, benefits?	monthly rate if don't show up & can be reduced. 30/mo cell phone, phone,		2000/4 yr term - equip - - - - - - - - - - reimbursement, Travel	
Do you have council member qualifications different from that of Govt Code 36502?				
Do you exercise legislative authority differently than General Law directs? Ordinances must be read in full at introduction, passage. Ordinances are passed at regular meetings, etc.	pass ordinance require 2 readings even if deemed if require (9)			
What is a quorum at your city council meetings?	4			

March 21/11

Effective Use of Resources				
How do you handle public contracts with respect to size of contract, bidding requirements, negotiation rules, etc?	contracts went to city - council give city mgr instruction. She can approve but must bring it back to council.			
What is the contract approval level for the city manager?	city council. NO limit	in mi. \$15000		
Do you have a requirement to contract out all city work?	NO			
How are city staff salaries established?	city mgr determine P.F.V. + C.I.	can will email salary		
Who does City Manager Report to? How is the job performance evaluation done for the City Manager's job function?	city county, clerk. atton, apprd by council. city mgr reports to city council.			

Do you have any special standards, requirements, or procedures for hiring city staff personnel?	NO		
Does the mayor/council have approval authority of staff appointments?	NO - other than those 3 city managers does it		
Does the mayor/council have paid staff assigned for the performance of studies and development of tasks?	NO		
Do you have provisions for payment of prevailing wages for services/public works projects?	Y til 92 - then council got rid of it. it can't be reinstated they recently re-instituted		
Do you have provisions for establishing/payment of Living Wage?	yes		

Do you impose taxes or license fees differently than established by code, law, or Prop 218?	yes - parking assessment downtown assessment dist. &		
Do you have any special processes/procedures for establishing taxes or license fees differently than established by general law?	Don't think so		
What are your provisions and limits for Nuisance Abatement Cost Recovery and additional fines?	city doesn't charge people - they go out & talk directly to people - have a fee sofa on lawn		

Don

MV

Issues That Formed Basis for Change			
What issues/concerns caused the city to consider becoming a Charter City?	It has been a charter city for 50 yrs -		A 4 th - amendment to a charter 73 - change data of election / it used to be in April / for lawsuit it's now combine w/ Nov
What problem, or problems, drove the electorate to vote for/against the Charter City form?	people complained about the auditor in charter	char	
Did becoming/not becoming a charter city solve issues? Provide some examples of issues.	have more power + control less state control		
Did becoming/not becoming a charter city create new problems? Provide some examples of issues.			NO

Political Considerations				
What was the position on the charter of the mayor, city council, and city manager at the time of the decision?				
What other stakeholders/interest groups had a position on the charter city approach?				
What was the initial reaction within the community to the idea of a charter city?				
Do you consider that you have a strong mayor or a strong city manager?			<i>The mayor is not elected by people</i>	

Do you have any special rules of procedure and decorum related to ethics, conflicts of interest, campaign financing, or incompatibility of office?				
Has the community been satisfied with the results of becoming a charter city?				

Have there been unforeseen consequences of becoming a charter city, including additional costs, special elections, etc? Provide some examples.			
What were the costs of changing from a general law city to a charter form of government, including legal, election, and conversion costs?			

External and Environmental Aspects Has becoming a charter city enabled the city to participate better in county or regional matters? Provide some examples..			
Has a charter helped the city address new and unforeseen issues? Provide some examples of issues.			

Issues for Consideration
Query Plan for Information Gathering

<i>Topic and Questions</i>	<i>Charter City Response</i>	<i>General Law City Response</i>	<i>Other comments</i>
Form of Government Does your city have a mayor?	YES		
Does your city have a full time or part time mayor and city council?	PART - TIME		
What is the term for your mayor?	1-YR ON ROTATION BASIS FROM COUNCIL		
Do the voters elect the mayor directly or does the council?	COUNCIL		
Do you have district elections for your council members?	NO		
How many council members do you have?	7		

Sunnyvale

10/10/2000

Charter City Task Force

City of Milpitas

Do you have term limits for the mayor/council members?	yes, 2 terms 1 term = 4 years		
How do you handle compensation for the mayor and the council members? Expenses, reimbursements, benefits?	all paid from general fund per charter		
Do you have council member qualifications different from that of Govt Code 36502?	no		
Do you exercise legislative authority differently than General Law directs? Ordinances must be read in full at introduction, passage. Ordinances are passed at regular meetings, etc.	no; yes; yes		
What is a quorum at your city council meetings?	4		

Dunn yule
10/10/2000

Charter City Task Force City of Milpitas

Effective Use of Resources				
How do you handle public contracts with respect to size of contract, bidding requirements, negotiation rules, etc?	staff			
What is the contract approval level for the city manager?	up to \$50K without Council approval			
Do you have a requirement to contract out all city work?	no			
How are city staff salaries established?	market surveys and negotiations			
Who does City Manager Report to? How is the job performance evaluation done for the City Manager's job function?	City Council; CM evaluation done by City Council formally 1 x year			

Sunnyvale
10/10/2000

Charter City Task Force

City of Milpitas

Do you have any special standards, requirements, or procedures for hiring city staff personnel?	no			
Does the mayor/council have approval authority of staff appointments?	no			
Does the mayor/council have paid staff assigned for the performance of studies and development of taskings?	no			
Do you have provisions for payment of prevailing wages for services/public works projects?	yes			
Do you have provisions for establishing/payment of Living Wage?	no			

Sunnyvale
10/10/2000

Charter City Task Force City of Milpitas

Do you impose taxes or license fees differently than established by code, law, or Prop 218?	no			
Do you have any special processes/procedures for establishing taxes or license fees differently than established by general law?	no			
What are your provisions and limits for Nuisance Abatement Cost Recovery and additional fines?				

Sunnyvale
10/10/2000

5

City of Milpitas

Charter City Task Force

Issues That Formed Basis for Change			
What issues/concerns caused the city to consider becoming a Charter City?	Sunnyvale was originally incorporated as a charter city.		
What problem, or problems, drove the electorate to vote for/against the Charter City form?	n/a		
Did becoming/not becoming a charter city solve issues? Provide some examples of issues.	n/a		
Did becoming/not becoming a charter city create new problems? Provide some examples of issues.	n/a		

Sunnyvale
10/10/2000

Charter City Task Force

City of Milpitas

Political Considerations What was the position on the charter of the mayor, city council, and city manager at the time of the decision?	n/a			
What other stakeholders/interest groups had a position on the charter city approach?	n/a			
What was the initial reaction within the community to the idea of a charter city?	n/a			
Do you consider that you have a strong mayor or a strong city manager?	city manager			

Sunnyvale
10/10/2000

Charter City Task Force

City of Milpitas

Do you have any special rules of procedure and decorum related to ethics, conflicts of interest, campaign financing, or incompatibility of office?	yes		
Has the community been satisfied with the results of becoming a charter city?	n/a		

Sunnyvale
 10/10/2000

City of Milpitas

Charter City Task Force

Have there been unforeseen consequences of becoming a charter city, including additional costs, special elections, etc? Provide some examples.	n/a		
What were the costs of changing from a general law city to a charter form of government, including legal, election, and conversion costs?	n/a		

Charter City Task Force

External and Environmental Aspects	
Has becoming a charter city enabled the city to participate better in county or regional matters? Provide some examples.	n/a
Has a charter helped the city address new and unforeseen issues? Provide some examples of issues.	n/a

Sunrise

10/10/2000

9

10

APPENDIX 5

August 12, 2001

Ms. Evelyn Chua, Chair
Milpitas Charter Commission
City of Milpitas
Milpitas, CA

Dear Evelyn,

Thank you very much for the invitation to provide input to the Milpitas Charter Commission regarding your important work. While I am unable to attend tonight's meeting, I hope that these brief written comments will be useful. Do let me know if there is any additional information that you or other members of the Commission would like presented in writing or in person.

Background

For your information, I provide the following comments and recommendations not only as a former Milpitas resident and City Manager (1997 - 1999), but also based on my:

1. Academic focus on Political Science, Public Administration, and Organizational Theory at Stanford University and since then;
2. Extensive political and campaign management experience much earlier in my career (including Tom Bradley for Governor, Lt. Gov. Leo McCarthy, Congressman Norm Mineta, San Jose Mayor Tom McEnery, and State Party official Steve Westly);
3. Implementing the City of San Jose Measure J Charter Amendment;
4. Working in 6 different municipal environments (Edmonds & Lynwood, WA; Stanford, San Jose, & Milpitas, CA; and Scottsdale, AZ); and a
5. Broad range of Silicon Valley regional, civic, and private involvements, including Joint Venture Silicon Valley, United Way Silicon Valley, and the American Leadership Forum.

Summary

While I am not aware of the specific proposals or matters under your consideration, I do - in general - strongly support municipal charter efforts as one modest step to strengthen the role and power of local government. However, that support would be mitigated or revoked by the inclusion of any proposals that rip at the very fabric of public accountability and trust for our most sacred institutions.

Specifics

1. **Local government is where it's at!** Local government, and cities in particular, are the best embodiment of our country's cherished democratic traditions and opportunities. Residents can go to City Hall almost any day, and our public officials and servants cannot escape the day-to-day impacts and realities of the difficult decisions they face. I'm for almost anything that strengthens local government.

2. A charter is a very modest step. Given state legislative and constitutional constraints, the incremental power provided by a city charter adopted at this point in time is very modest, at best. Nonetheless, it does set the course for municipal self-determination to the greatest degree possible.
3. City management. Most local communities are best served by a single professional executive reporting simultaneously and publicly to the entire elected leadership of the community. It is only larger jurisdictions that capture a media market (such as San Jose, Seattle, Portland, etc.) that are best served by a directly elected executive or direct political involvement in the day-to-day operations of the jurisdiction; the high degree of media attention provides the public accountability necessary to minimize the abuses of power that have often resulted. The City of Santa Clara stands out as an exemplary model of a professionally run charter city that has performed well during periods of political strife and turmoil as well as during alignment and consensus.

The professional management of the City of Milpitas could be further strengthened not only by specifically including the Strong Council/City Manager structure in any proposed charter, but even more so with any or all of the following:

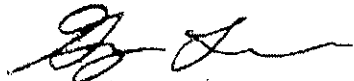
- A. Direction - Explicitly prohibit *individual* Councilmember or Mayoral direction to the City Manager or any member of the municipal staff without approval from a majority of the full City Council;
- B. Sunshine - Require that all City staff provide the same information, both orally and in writing, to every member of the City Council;
- C. Accountability - Require that all City staff report requests and direction from any member of the City Council to the City Manager and/or the City Attorney.

All of these steps would recognize and further strengthen the democratic structure that it is only a majority of the City Council which can set policy direction for the City.

4. Elected leadership. While this subject is well beyond the scope of any professional duties I had in Milpitas, I do believe: 1) that a two-year mayoralty results in a near perpetual campaign that may undermine public leadership; 2) that the rising diversity of Milpitas could well be served by a slightly larger City Council; 3) that successive term limits should be inclusive of service as Mayor or Councilmember to prevent seat-hopping has a "get-around"; 4) that Councilmembers should serve in seats that allow more meaningful electoral debate and choice; and 5) that districts make no sense for a community as small as Milpitas.
5. Staff Appointments. Retain the City Council's sole authority to appoint the City Manager and the City Attorney by majority vote. If desired, partially insulate the City Manager and Attorney from shifting political influence by requiring super-majority votes (e.g., 4 out of 5 or 5 out of 7) to terminate either before the end of their contracts. Last, my strongest recommendation is to avoid any and all efforts to politicize the appointment of the Police and Fire Chiefs (or any department head or other staff member) by leaving those public service appointments at the sole discretion of the City Manager.

Again, thank you for your invitation to provide this input, and I wish you and your colleagues much success in strengthening the fine community of Milpitas.

Sincerely,



Greg Larson

MILPITAS CHARTER COMMISSION 3/12/01

CALIFORNIA HAS 475 CITIES

OF WHICH 105 ARE CHARTER CITIES

21 HAVE MADE THE CHANGE SINCE 1989

IN SANTA CLARA COUNTY: GILROY, MOUNTAIN VIEW, PALO ALTO, SAN JOSE, SANTA CLARA, SUNNYVALE

MOST OTHERS WOULD QUALIFY TO BECOME CHARTER CITIES

MOST DO NOT MAKE THAT CHOICE

WHY?

CALIFORNIA LAW IS GENEROUS TO GENERAL LAW CITIES

IN SOME STATES SUCH CITIES FEEL MORE RESTRICTED BY STATE LAW – FEWER OPTIONS ARE AVAILABLE TO THEM

IN AREAS SUCH AS ELECTION DATES, ELECTED OFFICIALS, TAXES AND OTHER SOURCES OF REVENUES, ETC.

BUT CALIFORNIA GIVES GENERAL LAW CITIES A LOT OF FLEXIBILITY – AND MORE AND MORE SO OVER THE YEARS

SO MOST CITIES THAT COULD HAVE BECOME CHARTER CITIES HAVE NOT FELT THE NEED TO DO SO.

CHARTER CITIES

ADVANTAGES OF CHARTER CITIES

- GENERAL LAW CITIES: RULED BY STATE CODES
- BUT CHARTER CITIES WRITE THEIR OWN CONSTITUTIONS, GIVING THEM GREATER FLEXIBILITY
- CITIES CAN ADJUST STRUCTURES TO CHANGE AS THEY GROW AND THEIR NEEDS CHANGE – SAN JOSE POWERS OF MAYOR, DISTRICT ELECTIONS, CONCURRENT ELECTIONS, TERM LIMITS, FULL-TIME SALARIED COUNCIL, ETC. – AND VOTERS MUST APPROVE

- HAVING A CHARTER ENABLES CITIES TO TAILOR THEIR LAWS TO LOCAL CIRCUMSTANCES AND HAVE A CONSTITUTION WITH GREATER CONTROL OVER EVERYTHING FROM PUBLIC WORKS TO MUNICIPAL ELECTIONS -- NOTE I SAID CONTROL -- CHARTER CITIES CAN GAIN FLEXIBILITY, BUT THEIR CHARTERS CAN ALSO BE USED TO LIMIT LOCAL GOVERNMENT
- CENTRAL ELEMENT OF CITY CHARTERS: FORM OF GOVERNMENT, ELECTIONS -- PREVIOUSLY TAXES AND FEES BUT NOT SO MUCH SO NOW.
- CHARTER MAY PROVIDE FOR THE MANNER, METHOD AND TERMS OF CITY OFFICERS AND EMPLOYEES AND THEIR REMOVAL AND COMPENSATION -- PROTECTIONS FOR CITY EMPLOYEES
- CHARTER CITIES HAVE MORE AUTHORITY ABOUT SCHEDULING ELECTIONS
- ALSO MORE AUTHORITY OVER CAMPAIGN FINANCE REGULATION
- AND OPTION FOR STRONG MAYOR OR OTHER STRUCTURAL CHANGE
- YOU COULD SET UP SUBGOVERNMENTS IN NEIGHBORHOODS OR DISTRICTS AND GIVE THEM SOME POWERS OVER LAND USE OR SERVICES
- CHARTER CITIES HAVE MORE DISCRETION ABOUT CONTRACTING FOR SERVICES -- DEPENDING ON WHAT THEIR CHARTERS SAY
- HISTORIC ADVANTAGE: CHARTER CITIES COULD LEVY TAXES AND FEES THAT GENERAL LAW CITIES COULD NOT: BUT NO MORE
- IN 1982, THE CALIFORNIA LEGISLATURE AND GOVERNOR ALLOWED GENERAL LAW CITIES TO LEVY ANY TAX THAT MAY BE LEVIED BY A CHARTER CITY
- AND PROPS 13 (1978) TO 218 (1996) HAVE LIMITED LOCAL REVENUE OPTIONS SO BEING A CHARTER CITY DOESN'T BRING SO MANY ADVANTAGES THERE
- BEFORE PROPOSITION 218, CHARTER CITIES WERE EXEMPT FROM PROPOSITION 62, WHICH MANDATED A PUBLIC VOTE WHENEVER CITIES WANTED TO RAISE TAXES ON BUSINESS LICENSES, HOTEL ROOMS, AND OTHER ITEMS

- CHANGES IN WHAT GENERAL LAW CITIES CAN DO WITH FORMS OF GOVERNMENT, TOO
- FORMERLY YOU NEEDED TO BE A CHARTER CITY TO OPT FOR A LARGER CITY COUNCIL, DISTRICT ELECTIONS
- NOW STATE ALLOWS GENERAL LAW CITIES TO ADOPT DISTRICT ELECTIONS AND TERM LIMITS
- BUT GENERAL LAW CITIES CAN'T INCREASE THE SIZE OF THEIR CITY COUNCILS WITHOUT GOING TO DISTRICT REPRESENTATION (AND THIS IS SUBJECT TO VOTER APPROVAL) UNLESS THEY BECOME CHARTER CITIES.
- SO CHARTERS PERMIT MORE FLEXIBILITY, ALTHOUGH LESS SO THAN IN THE PAST

BUT CHARTERS CAN ALSO BE RESTRICTIVE

- SAN FRANCISCO HAS A VERY LONG CHARTER THAT IS CONSTANTLY ON THE BALLOT BECAUSE CHANGE TAKES A VOTE
- NEWPORT BEACH'S CHARTER PREVENTS THE CITY FROM CHARGING RESIDENTS FOR TRASH PICKUP – A 45 YEAR OLD PART OF THE CHARTER – NOW MUCH MORE EXPENSIVE FOR CITIES TO DO – BUT A CHANGE WOULD TAKE A VOTE AND PEOPLE AREN'T GOING TO VOTE YES TO CHARGE THEMSELVES
- YOU CAN USE A CHARTER TO CONSTRAIN AND LIMIT YOUR LOCAL GOVERNMENT AND ELECTED OFFICIALS IF YOU WANT TO – SO IT'S NOT ALWAYS A ROUTE TO GREATER LOCAL FLEXIBILITY

BUT THE BOTTOM LINE ON DECISIONS ON THIS COMES TO TWO THINGS:

- VALUES
- COMMUNITY

VALUES

- STAYING GENERAL LAW RETAINS THE ESSENTIAL COUNCIL-MANAGER STRUCTURE
- THIS SYSTEM VALUES PROFESSIONALISM, EFFICIENCY, OBJECTIVE EXPERTISE – PUTS THE TRUST IN THE MANAGERS AND ADMINISTRATORS
- DISTANCES THE POLITICIANS AND THE PUBLIC FROM DECISION MAKING
- THESE ARE GOOD VALUES
- CHARTER CITIES CAN MOVE AWAY FROM THESE BY CHANGING THE CHARTER IN WAYS THAT EMPHASIZE OTHER VALUES, SUCH AS REPRESENTATION AND RESPONSIVENESS – WITH DISTRICT ELECTIONS, FOR EXAMPLE

- CHARTER CITIES CAN PUT MORE POWER IN THE HANDS OF ELECTED OFFICIALS – POLITICIANS WHO ANSWER DIRECTLY TO THE PUBLIC
- THESE ARE GOOD VALUES, TOO
- CHARTER CITIES DON'T HAVE TO MAKE THESE CHANGES, BUT BEING A CHARTER CITY GIVES YOU MORE OPTIONS TO DO SO

YOU HAVE TO CHOOSE WHICH VALUES YOU WANT TO EMPHASIZE

BUT THAT ALSO DEPENDS ON YOUR COMMUNITY

AS COMMUNITIES GROW AND BECOME MORE DIVERSE, IT'S OFTEN MORE DIFFICULT FOR THE PROFESSIONAL ADMINISTRATORS TO MANAGE –

THEY ARE NOT IN A POSITION TO DO CONFLICT RESOLUTION BETWEEN DIFFERENT FACTIONS AND PERSPECTIVES

THEY CAN'T BE PUBLIC LEADERS

LARGER MORE DIVERSE COMMUNITIES HAVE GREATER NEEDS FOR SUCH LEADERSHIP – MAYORS, COUNCIL MEMBERS – WHICH MEANS GIVING THEM MORE POWER IN THE CHARTER AND GIVING VOTERS MORE POWER OVER THEM

SO IT DEPENDS WHAT YOU NEED MOST IN MILPITAS – PROFESSIONAL ADMINISTRATION OR POLITICAL LEADERSHIP

YOU CAN HAVE BOTH BUT AS A GENERAL LAW CITY YOUR GOVERNMENT RIGHT NOW IS WEIGHTED TOWARDS PROFESSIONAL ADMINISTRATION

IF YOU WANT TO SHIFT THE BALANCE A LITTLE BIT OR A LOT TOWARD POLITICAL LEADERSHIP, BECOMING A CHARTER CITY MAY BE THE ANSWER

A FINAL NOTE: THIS ISN'T AN ALL OR NOTHING CHOICE. BECOMING A CHARTER CITY GIVES YOU OPTIONS. YOU DON'T HAVE TO EXERCISE ALL THE OPTIONS – SAN JOSE AND LOTS OF OTHER CITIES HAVE MADE VERY GRADUAL CHANGES OVER TIME TO ADAPT THEIR GOVERNMENTS TO THEIR NEEDS – SO CHANGE CAN BE GRADUAL, NOT RADICAL

AND ALL CHANGE DEPENDS ON VOTER APPROVAL

MAYOR MAKES ALL COMMISSION APPOINTMENTS 'UNLESS OTHERWISE SPECIFICALLY PROVIDED BY STATUTE'

Attachment 2 - CC01 (continued)

APPROVED MINUTES CITY OF MILPITAS

Minutes:	Regular Meeting of Milpitas City Council (Including Joint Meeting with Redevelopment Agency)
Date of Meeting:	November 6, 2001
Time of Meeting:	6:30 p.m. (Closed Session) 7:30 p.m. (Regular Session)
Place of Meeting:	Milpitas Unified School District Board Room

I. ROLL CALL

Mayor Manayan called to order the regular meeting of the Milpitas City Council at 6:32 p.m. Present were Mayor Manayan, Vice Mayor Livengood, and Councilmembers Dixon, Esteves, and Lawson.

II. CLOSED SESSION

Mayor Manayan publicly stated the Council would convene in Closed Session to discuss the following items listed on the agenda.

1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

(Pursuant to Government Code Section 54956.9[c])

Initiation of Litigation: Two Cases

2. CONFERENCE WITH LABOR NEGOTIATOR

(Pursuant to Government Code Section 54957.6)

Agency Negotiators: Ed Kreisberg and Cherie Rosenquist

Employee Organization: POA and Protech

Mayor Manayan adjourned the meeting to closed session at 6:33 p.m.

The City Council meeting reconvened at 7:35 p.m. with Mayor Manayan presiding and Vice Mayor Livengood and Councilmembers Dixon, Esteves, and Lawson present.

III. CLOSED SESSION ANNOUNCEMENTS

City Attorney Steve Mattas reported the Council had provided the following direction:

With respect to Conference on Labor Negotiations, the Council provided direction to the Agency's negotiators;

With respect to Conference with Legal Counsel, the Council

- Voted 5/0 to authorize the City to pursue a lawsuit against the PUC related to the EIR certification for the PG&E power lines that would be in the McCarthy area;
- Voted 5/0 to authorize the filing of a formal appeal of the Regional Water Quality Control Board's determination related to the issuance of a MPDS permit for Santa Clara County.

IV. PLEDGE

Members of Cub Scout Troop No. 92 led the Council and audience in the pledge of allegiance.

V. MINUTES

MOTION to approve the City Council minutes of October 16, 2001, including joint meeting with the Redevelopment Agency, as submitted.

M/S: Lawson, Dixon.

Ayes: 5

VI. SCHEDULE

MOTION to approve the Schedule of Meetings as submitted.

M/S: Livengood, Esteves.

Ayes: 5

VII. PRESENTATIONS

Mayor Manayan presented Mike Berryhill and members of Cub Scout Troop 92 with a certificate of appreciation for completing its Higuera Adobe Park "Adopt-a-Spot" project. Mike Berryhill thanked the community for its support, thanked the leaders and members, and recognized Steve Sullivan as the person who spearheaded the project and made it happen.

Mayor Manayan read a proclamation congratulating Rancho Milpitas Middle School teacher Diane Whalen for all her achievements over the years and most especially now as a recipient of the Milken Family Foundation National Educator Award and presented it to Ms. Whalen. Ms. Whalen said the award would not have been possible without the support of the teaching staff she worked with and thanked the principal and current as well as past students.

Mayor Manayan read a proclamation setting November 11, 2001, for a Veterans' Day celebration at 9:00 a.m. at the Milpitas Police Department and presented it to William Hill.

**VIII.
CITIZENS FORUM**

Mayor Manayan invited members of the audience to address the Council on any subject not on the agenda, requesting that remarks be limited to two minutes or less unless a public official speaking on behalf of a group.

There were no requests to speak.

**IX.
ANNOUNCEMENTS**

City Manager Wilson reiterated that the Veterans' Day celebration would be held Sunday, November 11, 2001, at 9:00 a.m. at the Police Station, which was the temporary site while the old site was under construction.

Councilmember Dixon commented that we were entering the holiday shopping season, reminded everyone that a woman had been hit in front of Home Depot recently, and asked everyone to be cautious of the cars and to be careful.

Councilmember Esteves congratulated the Chamber of Commerce for sponsoring the kickoff of the "America's Open for Business" campaign with the Children's Harvest Day Festival at the Town Center; thanked Shapell, the Town Center merchants, South Bay School, the Farmer's Market, and the World Journal; reported the "Around the World" porcelain art exhibit was on display in the Great Mall; and congratulated the Milpitas High School for its homecoming football game.

**X.
AGENDA**

MOTION to approve the agenda as submitted.

M/S: Livengood, Dixon.

Ayes: 5

**XI.
CONSENT CALENDAR**

Mayor Manayan inquired if anyone wished to make any changes to the Consent Calendar. There were no changes.

MOTION to approve the Consent Calendar, items with asterisks on the agenda, in accordance with the staff recommendations, as submitted.

M/S: Lawson, Livengood.

Ayes: 5

(Councilmember Esteves said he would be abstaining on Item RA10.)

***10.
A/R Write-Offs**

Approved the recommended FY2000-2001 accounts receivable write-offs.

***14.
Weed Abatement**

Adopted Resolution No. 7126 declaring weeds on specific properties to be a public nuisance and scheduling a public hearing for December 4, 2001.

***15.
DBE Program**

Adopted Resolution No. 7127 approving Disadvantaged Business Enterprise (DBE) program for the 2001/2002 fiscal year.

***16.
CCS Planning
(Project No. 4193)**

Authorized the City Manager to execute a standard consultant services agreement with CCS Planning and Engineering in the amount not to exceed \$64,449, subject to approval as to form by the City Attorney (Project No. 4193).

***17.
Lauderbaugh/Hill Assoc.**

Authorized the City Manager to execute a standard consultant services agreement with Lauderbaugh/Hill Associates, for a not-to-exceed fee of \$41,520, subject to

(Projects 4204 & 4126) approval as to form by the City Attorney.

***18.** Authorized the City Manager to approve a contract change order with Tiburon Inc.,
Tiburon, Inc. for additional Police Records System training in an amount not to exceed \$11,580,
Police Records Training subject to approval as to form by the City Attorney.

***19.** Awarded the bid for the purchase of the two motorcycles to the lowest bidder,
Award Bid/Motorcycles Hayward Kawasaki in the total amount of \$18,344.00.

***20.** Approved the following purchase requests:
Miscellaneous Vendors

1. \$6,125.62 to Bay Cities Diesel for the replacement of the clutch assembly, differential and cooling system repairs and quarterly CHP inspection for the Fire Departments brush truck, unit PT2. (Funds are available from the Public Works Department operating budget for this inspection and repair).
2. \$6,334.03 to Bay Cities Diesel for the replacement of an air compressor and required air conditioning components and quarterly CHP inspection for the Fire Departments Pierce fire engine unit number E-40. (Funds are available from the Public Works Department operating budget for this inspection and repair).
3. \$7,988.03 to Priority Roofing Solutions to re-roof the Fire Prevention trailer located at Fire Station # 1. Three bids were received and Priority Roofing Solutions was the lowest price. (Funds are available from the Miscellaneous City Buildings Improvements project, (Project No. 8135) for this work).
4. \$9,019.25 to Action Trailer Sales, Inc., for a hydraulic planting trailer to be used for landscaping and related beautification activities. Three bids were received and Action Trailer Sales submitted the lowest price. (Funds are available from the Public Works Department capital outlay budget for this purchase).
5. \$5,327.66 to PK Safety Supply for the emergency purchase of safety supplies for the October 10, 2001, Commemorative Remembrance Memorial Ceremony held at the Milpitas Sports Center. (Funds are available from the Public Works Department operating budget for this purchase).
6. \$11,534.37 to Siemens Enterprise Networks for the final equipment maintenance payment of equipment which has recently been replaced with much more cost effective equipment for the Information Service Department. (Funds are available in the Information Services Department operating budget for this service).

***21.** Approved the Payroll Registers for the periods ending October 6, 2001, in the amount of
Payroll Registers \$1,505,558.35 and October 20, 2001, in the amount of \$1,466,494.68 as submitted.

XII. PUBLIC HEARINGS

1. Police Commander Dennis Graham reported that since 1996, the Department of Justice's Bureau of
Law Enforcement Justice Assistance has been awarding law enforcement agencies block grant funds based on
Block Grant Funds population; on August 9, 2001, the Bureau of Justice Assistance awarded \$56,079 to the Milpitas Police Department; the City was required to match \$4,829; LLEBG Program funds must be spent in accordance with one or more of seven areas, which included supporting law enforcement for hiring and training officers, overtime, multi-jurisdictional task forces to prevent and control crimes, and procuring equipment; pursuant to the Government Code, these funds are to supplement and not supplant any existing police services and must be considered separate and apart from the City's General Fund.

Commander Graham further stated that Police staff had committed \$12,618 to support local agency sharing to finance two investigators for the Santa Clara County District Attorney's Sexual Assault Felony Enforcement Team; the remaining \$48,290 would be dedicated to support the Senior Volunteer Program, a less lethal weapon system, an explosive-detecting canine, Police Science Class overtime, Compstat overtime, and the purchase of a laser printer. Commander Graham explained that funds for

the Senior Volunteer Program would be used to purchase uniforms and radios for volunteers; funds for the less lethal system would be used to test and deploy nets fired from a handheld launcher to subdue mental patients and suspects under the influence of drugs who were resistant and non-compliant; the explosive-detecting canine would enhance the police department's ability to verify the validity of bomb threats and provide security for visiting dignitaries; overtime funds for the Police Science Class would allow assurance that the class was staffed with instructors when on-duty officers were not available; funds for Compstat overtime would allow the Police Department to target high crime areas based on crime analysis, without leaving other areas of the City vulnerable; and the laser printer would allow the Police Community Relations Unit to produce in-house, quality color informational pamphlets, flyers, and Neighborhood Watch newsletters.

Commander Graham stated, pursuant to grant conditions, a five-member advisory board comprised of representatives from a local law enforcement agency, local prosecutor's office, local court system, local public school, and local non-profit group had approved this recommendation.

Councilmember Dixon inquired if the funds designated for canines were to be used for a new canine. Commander Graham responded the plan was to train an existing canine. Councilmember Dixon asked why an explosive-detecting canine had been selected and inquired if the City had any canines currently capable of detecting guns. Commander Graham responded currently there were narcotic detecting canines. Police Chief Charlie Lawson added that they could also detect guns.

Councilmember Dixon, addressing the laser printer, inquired what had been done to this point. Commander Graham responded the work was done in-house or sent to an outside printer.

Vice Mayor Livengood, addressing the \$12,618 for the two investigators, inquired if the amount was based on population or some kind of formula. Commander Graham responded there was a disbursement agreement and one of the conditions of the grant was that the Santa Clara agencies divide the money according to population; and the investigators worked under the guidance of the District Attorney's office. Councilmember Dixon commented that this was discussed every time the Child Safety Committee met, it was very critical, and seemed to be very efficient.

Councilmember Esteves said it was his understanding the grant was received on an annual basis and inquired what the long-term goal was in spending the funds. Police Chief Lawson explained that it was not known from year to year if the grant would be received.

Mayor Manayan opened the public hearing and invited comments. There were no requests.

MOTION to close the public hearing.

M/S: Lawson, Livengood.

Ayes: 5

MOTION to:

1. Approve budget appropriation of \$60,908 from the LLEBG Fund.
2. Approve expenditures as recommended.

M/S: Lawson, Livengood.

Ayes: 5

2. Public Health Goals

Principal Civil Engineer Darryl Wong reported that State law mandates that a water quality report be periodically prepared and that a public hearing be held for the purpose of accepting and responding to any public comments on the report. Mr. Wong further reported the report had been prepared and the City's water supply met all Safe Drinking Water Standards and complied with all requirements of the California Department of Health Services and the Environmental Protection Agency. Mr. Wong noted the report compared the City's drinking water quality to goals adopted by State and Federal authorities; the goals differed from the standards in that they were not enforceable and no action to meet them was mandated. Mr. Wong reported the City's drinking water did not meet the goals for coliform and lead and copper; however, staff was not recommending any changes or further action. Mr. Wong explained that the positive results for coliform were probably due to

sampling or analytical testing errors and lead and copper were not found in the City's water supply but were constituents found in some household plumbing at low levels.

Mayor Manayan opened the public hearing and invited comments. There were no requests.

MOTION to close the public hearing.

M/S: Lawson, Livengood. Ayes: 5

MOTION to note receipt and file the Public Health Goals (PGH) Report.

M/S: Lawson, Esteves. Ayes: 5

**3.
Ordinance No. 18.31
Park In-Lieu Fees**

Principal Analyst Cindy Maxwell reported the proposed ordinance clarified the existing mathematical formula for calculating household size; modified the time for determining the total number of units for a project; it allowed the sub-divider to submit a study to the development being proposed for the estimated household sizes that the City could consider for use in considering parkland dedication; and it would also provide for the City to annually calculate the fair market value of property in determining any in-lieu fees that might apply to a development. Ms. Maxwell further reported that the Planning Commission had considered the proposed ordinance on October 10, 2001, and recommended approval to the Council.

Vice Mayor Livengood, addressing the developer coming in with a survey/study of sorts, inquired if that study would relate to the particular project being considered for approval; what would the City consider a valid survey that made sense which either supported or did not support the position of the developer. Ms. Maxwell responded staff would be looking for whatever document the developer had prepared specifically for the development being considered used in the developer's financing package for the project. Vice Mayor Livengood said he would like a point to be reached where some type of agreement was made at a very early stage as to what both sides think the project would generate in terms of people and traffic. Director of Planning, Recreation, & Neighborhood Services Valerie Barone responded the proposed amendments should do that as they allow the developer the opportunity to bring the survey in up front.

Councilmember Lawson, addressing the standard of three acres per 1,000 residents, inquired if that included the County parkland in the City. Ms. Maxwell said it did not, it was only City-owned property.

Mayor Manayan opened the public hearing and invited comments. There were no requests.

MOTION to close the public hearing.

M/S: Lawson, Livengood. Ayes: 5

Ms. Maxwell read the title of Ordinance No. 18.31 amending Sections 9.05 and 9.07, Chapter 1, Title XI of the Milpitas Municipal Code.

MOTION to waive reading beyond the title.

M/S: Lawson, Livengood. Ayes: 5

MOTION to introduce Ordinance No. 18.31.

M/S: Lawson, Livengood. Ayes: 5

XIII. JOINT REDEVELOPMENT AGENCY AND CITY COUNCIL MEETING

**RA1.
CALL TO ORDER** Mayor Manayan called to order the regular meeting of the Milpitas Redevelopment Agency, meeting jointly with the City Council, at 8:15 p.m.

**RA2.
ROLL CALL**

Present were Mayor Manayan, Vice Mayor Livengood, and Agency/Councilmembers Dixon, Esteves, and Lawson.

**RA3.
MINUTES**

MOTION to approve the Redevelopment Agency minutes of October 16, 2001, including joint meeting with the City Council, as submitted.

M/S: Lawson, Dixon.

Ayes: 5

**RA4.
AGENDA**

Councilmember Esteves stated he would be abstaining from voting on item RA10 as he owned property in the affected area.

MOTION to approve the agenda and consent calendar as submitted.

M/S: Lawson, Livengood.

Ayes: 5

**RA5.
CIVIC CENTER
PROJECT PROGRESS**

Redevelopment Projects Manager Greg Armendariz reported there were three items for consideration: a PowerPoint presentation on updating the construction activities and two action items; the first action item was to approve six contract change orders and the second action item was to rescind a contract award and award a subsequent contract.

Mr. Armendariz distributed an updated contract change order summary, stating none of the figures had changed; the updated summary was being distributed for clarification and identifying the funding sources; the six contract change orders covered work that had been anticipated and were from holds and unboughts or other CIP projects; none of the change orders were unforeseen work; and none had hit the contingency.

Mr. Armendariz, addressing the site concrete, reported the Council had previously awarded the contract to Landavazzo for \$428,150, which involved all the flat work around the parameter of the building; on October 2, 2001, the pond concrete contract had been presented to the Council in the amount of \$863,650; however, it had been over the budgeted amount by \$390,000, and the Council rejected the award recommendation and directed staff to work within the budget. Mr. Armendariz further reported Landavazzo was not interested in renegotiating the pond concrete package nor were they interested in performing the first concrete package; staff then negotiated the entire concrete package (site plus pond concrete) with a new contractor, JJR Construction; staff had value engineered several items with the plans, none of which involved redesign, and was able to successfully negotiate with JJR Construction for the entire package for an amount of \$897,000, which was within the budget.

Mr. Armendariz reported that Ron Thompson of Turner Construction was handing out a CPM requested by Councilmember Esteves at the last Council meeting; the CPM schedule filtered out the critical path items in the entire schedule, showing that the Council Chambers was a critical path item for the completion of the building to get to the move-in date of March 11, 2002.

Mayor Manayan, noting that the Council Chambers was a week behind schedule, inquired if there was a way to catch up on that and still make the schedule. Mr. Thompson said it was planned to make up the time.

Councilmember Esteves requested verification that the critical path activities did not have any early start or late finish. Mr. Thomson responded, for right now, yes.

Mayor Manayan acknowledged Mr. Armendariz' and Ms. Waldron's work in looking at the concrete and saving the City over \$400,000 in the re-engineering of the pond and thanked them for their diligence. Councilmember Dixon echoed Mayor Manayan's acknowledgements of Mr. Armendariz and Ms. Waldron.

MOTION to note, receipt and file Civic Center Project progress report.

M/S: Esteves, Livengood.

Ayes: 5

MOTION to approve contract change orders for:

1. Carrara Marble in the amount of \$2,248;
2. Division II in the amount of \$5,850;
3. JJR Construction in the amount of \$2,937 (Project No. 8143 and Parking Circulation Project);
4. Rollie French in the amount of \$52,000;
5. Sasco Electric in the amount of \$1,657 (Project No. 8143 and Parking Circulation Project); and
6. Furnish and Install the A/V infrastructure per Sasco Electric's and Ove Arup's drawings in the amount of \$175,000 (Project No. 8142 City Hall Technology), and \$48,099 (Project No. 8093 Telecommunications

M/S: Esteves, Livengood.

Ayes: 5

MOTION to rescind award of City Hall Site Concrete Contract to Landavazzo for \$428,150 on September 18, 2001, and award the City Hall Site and Pond Concrete Package to JJR Construction for \$897,000.

M/S: Lawson, Dixon.

Councilmember Lawson inquired if the City were at any risk in rescinding the contract. City Attorney Steve Mattas responded Landavazzo had agreed to the rescinding.

VOTE ON MOTION:

Ayes: 5

Councilmember Dixon said she had received many calls regarding the Flute Player and stated it was in a secure place and would be going into the pond.

**RA6.
ANNUAL AUDITED
REPORTS FISCAL
YEAR ENDED
JUNE 30, 2001**

Finance Director Emma Karlen said she would like to combine the presentation of RA6, RA7, and RA8 as they were all related. Vice Mayor Livengood noted that he had questions for Item RA6.

Ms. Karlen listed the reports that she would be presenting, stated the reports were the result of the annual financial audit conducted for FY 2001; the financial statements of the City, Agency, and Authority and all other related financial reports had received an unqualified opinion from the auditors. Ms. Karlen provided a slide presentation outlining the 2000-2001 audited financial reports. Ms. Karlen stated that staff would be recommending a revised General Fund reserve policy for the Council/Agency's approval.

Vice Mayor Livengood questioned the internal control structure report, which was the one the auditors unfavorably commented on; referring to the second page, item 2 (the Information System Controls) with auditor and staff comments showing a difference of opinion, inquired if staff was doing what the auditors stated the City was not doing or was staff not doing what the auditors say we're not doing and we're going to fix it. Ms. Karlen responded she believed the City was going to fix it; currently there was no off-site storage to store the City data. Chief Information Officer Bill Marion added the comment had been made by the auditors that regular backups were not completed; in actuality, Information Services backed up data every evening and once a week it was sent off site; one comment in the audit report addressed the fact of an off-site redundant processing facility, which would be somewhat expensive; Information Services was looking at something that would be an alternative solution, not quite as costly, whereby if there was a major disaster, there would be another computer of lesser capacity at another City location where the finance system could be brought up; would not be a true hot-site in the sense the auditors reference. Mr. Marion said the daily backup and off-site storage was being done; in terms of having a hot-site, staff was looking at taking an older system, doing some minor upgrades to it and potentially placing it at another City location to be used in the event there was a major disaster that destroyed the data processing facility; data could be recalled from the off-site location and loaded onto the older machine and be able to operate in a somewhat diminished capacity.

Councilmember Lawson inquired if staff had looked at the possibility of a reciprocal agreement with another agency for that purpose rather than creating our own redundant site. Mr. Marion responded the Finance Department had looked into that; the vendor did offer that service through one of its locations; one of the advantages of using the City's existing equipment was the relatively low cost. Councilmember Lawson said it was his experience when looking at redundancy, it was not normally handled in as close a geographic range as the City was and inquired if it would make sense to explore a reciprocal agreement with another municipality (i.e., southern California). Mr. Marion said it certainly could be investigated.

Councilmember Esteves inquired if there were any schedules in mind, stating that normally for it to be realistic, schedules and tests should be considered. Mr. Marion responded currently staff was in the process of upgrading the Finance System and would like to see those upgrades completed and see that the platform was stable prior to looking into the capabilities needed to be put in place to meet the findings in the audit and estimated it would be completed in approximately a year. Mr. Marion explained his experience with a hot site with a former employer was that it would be in excess of 48 hours before one would be operational and there were some considerations that needed to be undertaken.

Councilmember Lawson agreed that a hot site was incredibly expensive and said he felt comfortable with what Mr. Marion was suggesting; exploring the possibility of a reciprocal agreement with another agency physically located at a distance from Milpitas would provide more comfort; and in the event of a large disaster, it would take a while to get things back up to normal.

Vice Mayor Livengood, referring to item 4, Implementation of GASB Statement 34 in the Memorandum on Internal Control Structure that read "this statement will have a profound and far reaching effect on municipal accounting and financial reporting, and its implementation will require planning, preparation, and surprising number of policy decisions," inquired what the statement meant. Ms. Karlen responded the Finance Department was implementing GASB 34 this current year and would be ready and prepared to present the result by the end of FY-2002; what it was referring to was that GASB34 required an entire new reporting format of a financial statement; it also required capturing retroactively 20 years of infrastructure; previously very few cities captured infrastructure and fixed assets as it was not a practice under the Governmental Financing Practice as the infrastructure was only of use to the City, it was not a real asset to anybody else; however, the new statement required that it be retroactively be reviewed. City Manager Wilson explained that the requirement actually created two reporting systems out of one and was costly.

Vice Mayor Livengood inquired if there was a way the City could address this through the State Legislature commenting that he thought this body had a lot of authority he was unaware of. Ms. Karlen responded the State Legislature did not control this body; it was a self-governing board. Assistant City Manager Blair King added the Council was not obligated to follow GASB34; however, if it were not followed, the audit received would be a qualified audit opinion; staff worked very hard to provide to the Council and the public an unqualified audit opinion; the most significant change was the Government Accounting Standards Board stated purpose to make accounting documents more readable to the public; and GASB34 states that we would now operate on full accrual accounting and move away from the modified accrual system.

City Manager Wilson presented the scenario that if the City were to borrow money, the GASB34 standard would be applied and the City would be facing a bond market, for example, in which the qualified report would cost the City more than an unqualified audit; therefore, fundamentally the City was forced to follow GASB34. Mr. Wilson acknowledged that the City's Finance Department had accomplished this and it was noted in the audit that Milpitas was in excellent position with regard to the new requirement.

Councilmember Esteves, referring to page 4 where it was stated that the City failed to have the final report within 120 days, felt that 120 days was a long period, and questioned if there were standards that the City followed as to when the final project should be filed. Ms. Karlen stated, yes, and explained that the project in question was an oversight; it had been completed in 1996 and had not been picked up

that a final audit was needed. City Manager Wilson confirmed that there was a standard of closing out, which was to comply with the 120 day standard.

Councilmember Esteves requested clarification on the inactive funds under the internal control (under findings – the Local Improvement District). Ms. Karlen stated that when the project was finished, there were cash balances in the funds; the normal way to dispose was to transfer to the General Fund if less than a certain amount or credit back to the taxpayer, or the fund could be kept for maintenance; staff would evaluate the balances and make a recommendation to the Council in the near future.

**RA7.
GENERAL FUND
RESERVE POLICY**

Vice Mayor Livengood, referring to the \$21 million undesignated fund balance, questioned what kind of percentage of the General Fund Budget was reflected. Ms. Karlen stated it exceeded more than 30% of the General Fund Budget as this year's budget was \$60 million; roughly \$9.1 million would meet the 15% requirement.

Councilmember Lawson, addressing the designation of money for the Capital Improvement Reserve, suggested part of the sum be specifically designated to the library project as the Transient Occupancy Tax had been declining as of late; the voters had overwhelmingly approved the concept of a new library; felt it kept faith with the voters if a certain percent were specifically designated; and suggested \$5 million.

Councilmember Esteves reported that at the last Library Subcommittee meeting there was mention of alternative or supplemental funding, and felt this could be a good source.

Vice Mayor Livengood inquired what other type of Capital Improvements might be looked at to use some of the \$7 million. Ms. Karlen stated there were a lot of street improvement needs; the street improvement funding was limited to the gas tax, which was not always sufficient to provide all the annual funding for the street improvement projects. City Manager Wilson said the present capital plans for the street improvement projects almost solely relied on gas tax revenues. The City Manager further stated it was often difficult to handle a contingency on some of the existing projects (fund enough contingency to make the project successful).

Councilmember Esteves emphasized that there was an on-going needs assessment for senior capital projects.

Councilmember Dixon said she thought this money should be looked at very carefully as we were in a down turn and it was not known when there would be a resurfacing; she also thought there was enough interest to direct staff to look into the whole issue of Capital Improvements. City Manager Wilson said staff could certainly make an evaluation and the two priorities that the Council would hear would be the library and the streets.

Councilmember Lawson said he was concerned the Transient Occupancy Tax that the library was based on would not be as robust as was originally hoped; he felt this was a one-time opportunity to designate some soft cost funds to begin that project and helped to keep faith with the voters in that regard; he would like to look at other options and alternatives; however, that would get into another reprioritizing; and felt putting it into a reserve for that purpose was a good way to keep faith with the voters.

Vice Mayor Livengood said he agreed with Councilmember Lawson and felt that beyond that he hesitated to get involved in streets versus senior projects versus parks; agreed with the point that Councilmember Lawson made that the library was one project that had the voters stamp of approval, which made it different; would be in favor of supporting some type of a set aside out of the money for the library, putting the rest into the Capital Improvement reserve and then dealing with where those priorities go from there at budget time.

MOTION to approve revisions to the City's General Fund reserve policy as follows:

1. Increase the Public Employees Retirement System Rate Stabilization Reserve to \$7,000,000.
2. Increase the Capital Projects Contingency Reserve to \$7,000,000.

3. Designate \$5,000,000 in the Capital Projects reserve for the Library Project.

M/S: Lawson, Livengood.

Councilmember Dixon requested clarification that the way the Transient Occupancy Tax was worded did not lock it into the library. City Attorney Mattas stated that was correct, it was not locked to the library, the voters approved the companion measure which suggested that the funds could be used for library purposes; and the Council could go in a different direction than that advisory vote and could also re-designate the action the Council was now taking. Councilmember Dixon inquired if the Council were to set aside the money, would it lock it in. City Attorney Mattas responded no. Councilmember Lawson said it was not locked in because it was a reserve fund.

City Manager Wilson said while there wasn't the ability to project the absolute costs right now for any part of the library project other than the consultant contract, all this had to come back to the Council; no monies would be spent without full Council review, time lined, and the analysis, and the Council had the full flexibility of how the money was spent.

Dorsey Wiseman, a 16 year employee with the City of Milpitas, stated as a member of one of the two employee groups now in negotiations with the City, he was requesting that the remaining monies not be allocated but be maintained until the economic adjustments had been made for the two employee groups currently in contract negotiations and the two employee groups that would soon commence negotiations.

Al Bennett, representing Local 270, which represents approximately fifty percent of City of Milpitas employees; said he wanted to bring to the Council's attention that about 50% of the employees were still in negotiations and had been in negotiations for some time; agreements have not been settled, were a long ways from being settled, cautioned the Council on not moving any funds so they would not be available for settlement; and said many employee groups in the City had not kept up with the cost of living.

Vice Mayor Livengood asked when the current budget had been adopted, wasn't an amount included for raises for employees. Ms. Karlen responded that an amount had been included. City Manager Wilson said an amount had been included in expectation of the negotiations.

Councilmember Lawson said he appreciated the comments from the employees and union representatives; felt the City needed to be especially careful with the funds under discussion as it was one-time money; and felt that designating the funds being discussed was in the best interest of the public and the long-term best interest of the employees.

VOTE ON MOTION:

Ayes: 5

**RA8.
FINANCIAL STATUS
FIRST QUARTER 2001**

Finance Director Emma Karlen reported that compared to the same period last year, the General Fund experienced sufficient decreases on some major revenues; sales tax had decreased by 22% (\$702,000); building permit revenue decreased by almost 70% (\$1.56 million); property tax and Transient Occupancy Tax showed increases based on relatively insignificant amounts received to date; the Transient Occupancy Tax (TOT) revenue received during the first quarter was based on 10% TOT while the TOT revenue received last year during the same quarter was based on 8%; overall General Fund revenue decreased by 27.7% or \$2.24 million for the first quarter. Ms. Karlen further reported that on the expenditure side, staff continued to hold to the line as compared the last two fiscal years. Ms. Karlen concluded that sales tax revenue decreased reflecting consumer confidence on the current economy and the slow down of business investment; many major investment projects in the City were on hold which affected the building permit revenue; and staff would be very cautious on its spending, delaying major capital outlay purchases and would continue to monitor revenue and provide updates to the Council.

Vice Mayor Livengood, referring to the first slide reflecting the amount of \$5,859,886 (revenue), inquired how that matched with what had been anticipated and what percentage of that was budgeted for the whole year. Ms. Karlen responded the anticipated revenue for the year was approximately \$62

million. Vice Mayor Livengood inquired if it was too early to tell what the full year's prognosis was for revenues. Ms. Karlen said she felt it was too early, however, based on the information in hand, it was apparent that the revenue tax and building permits had gone down; at this point, she did not anticipate property tax going down as it was normally very stable. Vice Mayor Livengood, addressing the sales and use tax line, inquired if the year were to finish at 22% down, what kind of number would that be. Ms. Karlen said it would be about \$13 million; over \$16 million was projected, leaving a \$3 million shortfall. City Manager Wilson said the numbers were not able to be projected throughout the year; they were incredibly cautionary numbers, particularly the building permits; fundamentally, if the City got through January without seeing a significant change, there would be some shortfall in that area alone; at the staff level, there were cautions moves being undertaken to maintain very low levels of expenditure through January 31, 2002; on the positive side, the next four months could turn the figures around (i.e., a good sales tax season for the holidays and some general recovery in the national economy).

Ms. Karlen clarified that the \$60 million figure included operating transfer; what was projected was approximately \$50 million in revenue.

Councilmember Esteves inquired if it was too early to look at what could be cut or do some value-engineering. City Manager Wilson said staff had been doing that for at least a hard 45 days and would be very cautious about employment, recruitments, and any casual expenditures (capital outlay expenditures within the General Fund budget area that can be delayed/held).

Vice Mayor Livengood cautioned that the last two months a tremendous amount of pressure was put on all the employees, particularly those in the public safety sector, and emphasized the need to keep the police and fire departments at a staffing level that met the demands of the citizens, as they were, rightfully so, very nervous about the environment; he asked that those positions be treated very carefully to make sure the City was at a full staffing level in those departments.

MOTION to note receipt and file.

M/S: Lawson, Esteves.

Ayes: 5

***RA9.** Noted receipt and filed.
INVESTMENT PORTFOLIO
QTR. ENDED SEPT. 30, 2001

***RA10.** Authorized the City Manager/Executive Director to enter into a Professional Services
BLIGHT ASSESSMENT Agreement with Keyser Marston Associates Inc. for an amount not to exceed \$48,000,
SERVICES subject to approval as to form by the City Attorney.

VOTE:

Ayes: 4

Abstain: 1 (Esteves)

RA11. There being no further Redevelopment Agency business, Mayor Manayan adjourned the
ADJOURNMENT Redevelopment Agency meeting at 9:20 p.m.

The City Council meeting continued.

XIV. REPORTS OF OFFICERS AND BOARDS

4. Principal Analyst Maxwell reported in July three agencies, the Metropolitan Transportation
Ozone Attainment Plan Commission, the Bay Area Air Quality Management District, and the Association of Bay Area Governments, had approved and submitted a Revised San Francisco Bay Area 2001 Ozone Attainment Plan to the State; it was rejected by the State and not sent on to the EPA; the agencies have since held a number of public workshops and revised the plan to include some additional measures that have satisfied the State; and the item before the Council was to adopt a resolution in support of the revised plan and to indicate the City's support.

Councilmember Esteves asked for some samples of control measures in transportation. Ms. Maxwell responded there were measure that MTC was undertaking that have to do with special studies and transit-oriented development; however, she was not familiar with all the different measure that have been taken through MTC. Principal Transportation Joe Oliva reported the measures were divided into two sources – mobile sources like vehicles and stationary sources like factories and things that disburse particulates into the air; the measures may involve more enhanced smog checks, using more transit-oriented development, and other were more policy related to situating housing next to transportation.

MOTION to adopt Resolution No. 7124 and approve support letter for the Revised San Francisco Bay Area 2001 Ozone Attainment Plan.

M/S: Lawson, Esteves.

Ayes: 5

**5.
Military Leave**

Vice Mayor Livengood said he asked to have this item on the agenda, the resolution was adopted by the Council in 1993 to support City employees called in to active military duty in times of crisis and we certainly were there now; he wasn't suggesting any changes; however, wanted to add two things: The resolution calls for a 180 time frame, which under normal circumstances would work; in this case those called up will probably serve longer; if an employee does go beyond 180 days (six months), Vice Mayor Livengood requested that it be referred back to the Council for review and possible extension if the employee is still being asked to serve in active duty. Vice Mayor Livengood further stated the second thing related to public safety employees and if we begin to lose public safety officers (police officers and firefighters), we somehow compensate for that through the use of overtime or hiring other people because we can't allow public safety to deteriorate. Vice Mayor Livengood said he wanted to show support for employees called into service and make sure that while they are doing that, we don't fall behind in protecting our community.

Councilmember Lawson said he agreed with the comments and thought it well for the public to understand that the City compensates the employee for the difference in salary between the military pay and their existing pay with the City, which was generous and far better than most industries; he agreed if someone was called beyond the 180 days, the Council should look at it, and agreed with being cautious about the number and coverage in the public safety area.

Councilmember Dixon commented that Police Officers are leaving right now for various reasons and she hoped the City administration was looking at ways of retaining them or getting them back. City Manager Wilson responded some folks had taken jobs with other agencies and staff was working to fill those positions and hoping to identify some of the reasons they were leaving.

MOTION to reaffirm support of the provisions of Resolution No. 6163 and directed staff to refer back to the Council any reserve employee exceeding 180 days for possible extension; supported full staffing in the Police and Fire Departments.

M/S: Livengood, Lawson.

Ayes: 5

**6.
Back to Business
Campaign**

Councilmember Esteves said this was a return agenda item from the November 6, 2001, meeting, it made sense, the Milpitas Chamber of Commerce was commencing a "Back to Business" campaign to encourage businesses in the community, and was asking for a \$2,500 contribution from the City.

Gaye Morando, Executive Manager, Milpitas Chamber of Commerce, commented that Mr. DeSmidt was distributing a handout to add to the letter and information in the Council's packets. Ms. Morando showed the cover of the Milpitas Post that contained a picture from their kick-off campaign and said she was pleased with the campaign because it did do what they wanted it to. Ms. Morando said they reached out to the people and families from other cities, the partnership with the Word Journal helped, hopefully this would become an annual event, the Farmers' Market extended its hours, and \$2,500 was raised for the 911 Relief Fund. Ms. Morando further stated another event was planned for December 15 in the Town Center and commented on a survey of six major restaurants in town.

Mayor Manayan said he thought the Council was generally supportive to encouraging people who are going out to do it within the City and help Milpitas merchants. Mayor Manayan further stated that he would like City staff to have some input into the marketing campaign. Vice Mayor Livengood said he was struggling a little with this as he thought the larger malls, like the Great Mall, should pay for the events; the smaller centers were struggling more, usually didn't have marketing budgets, and he would be more comfortable supporting them.

Councilmember Dixon said she agreed with the Vice Mayor, \$675 for two events at the Great Mall was a large amount when looking at just \$2,500, and she would rather have that given to some of the struggling businesses in town.

Mayor Manayan asked that the City Manager and Assistant City Manager, who handle the City's economic development, be involved with the Chamber because the City was providing a substantial amount. Ms. Morando said she thought it should be a community partnership with the Chamber, the City, the School District, and businesses working together to make sure people come into Milpitas and spend their dollars.

MOTION to approve a \$2,500 contribution as a partner to the "Back to Business" campaign with the involvement of the City Manager and City staff in the marketing campaign.

M/S: Esteves, Livengood.

Ayes: 5

XV. NEW BUSINESS

7. Deny Fee Waiver Request

Recreation Supervisor AmyBeth Ogden reported the Guru Nanak Engineering College Charitable Association (GENCO) had requested the waiver of all fees associated with its rental of the Higuera Adobe from December 14th through the 16th of this year and its use of the Sports Center Gymnasium on December 16th; the event would occupy the Adobe from 8:00 a.m. on December 14th through 8:00 a.m. on the 16th then it would move to the Sports Center Gymnasium and be there until 5:00 p.m. on the 16th; City staff would act as building attendants from 8:00 a.m. until 11:00 p.m., and GENCO would provide private security from 11:00 p.m. until 8:00 a.m.; total rental fee for a continuous 57 hour event was \$3,052. Ms. Ogden further reported that staff recommended the fee waiver be denied.

Vice Mayor Livengood inquired if the City had a staff person on site during the entire event. Ms. Ogden responded either there would be a staff person on site or on a pager if a second facility was also being staffed. Vice Mayor Livengood requested clarification that the fees were high due to the necessity of having an attendant. Ms. Ogden said that was correct and stated that rental fees were \$30/hour and staffing fees were \$21.29/hour.

Councilmember Dixon inquired if the 11:00 p.m. to 8:00 a.m. security personnel would be sleeping at the facility. A representative of GENCO said the security personnel would not be sleeping at the facility; the event was to celebrate the birthday of Shri Guru Nanak Dev Ji; and there would always be four members at the facility in two hour shifts reading the Holy Book which takes approximately 48 hours. Councilmember Dixon inquired if there would be any music played in the evening. The representative said there would not be any music until Sunday at the gymnasium. Councilmember Dixon commented that she admired what the group was doing but expressed concern that since their events had been very successful in the past, the number of attendees may have been understated. The representative said the event would also be celebrated at the same time in San Jose and Fremont.

Councilmember Esteves inquired if the event would be classified more as a religious event or a cultural event. The representative said it was more of a religious event than cultural. Councilmember Esteves asked the City Attorney if the City would be supporting a religious sect. Mehar Mahal, from GENCO, said one of the purposes of the event was the perfect opportunity as we are going into the number of events that happened from September 11th and were happening again today (i.e., the hate crimes); felt this would give the opportunity to invite the people from the local community and make them aware of who the Sikh Community is, what its beliefs and values were; he also felt, from a cost point of view, it was very minimal; GENCO would be spending an equal amount of money on food and other activities

being planned for the children; he believed this was education and prevention of any kind of hate crime occurring in the society associated with the incidents that were happening since September 11th.

City Attorney Mattas stated, in terms of the Council's expenditures of public funds, it was appropriate for the Council to expend public funds for cultural events; the Council would want to consider the fair and equal treatment of all cultural groups in terms of its decision making; and it would not be appropriate to spend it for religious activities if that were the express purpose of the event.

Councilmember Esteves questioned the need for 57 hours to expose the Sikh culture to the Milpitas community. Mr. Mahal responded there were two parts to the event; the reading of the Holy Book would be continual and there would be additional people present to talk to the community on a one-on-one basis to share the event's purpose and the culture.

Councilmember Lawson asked what was the justification for the fee waiver request. Mr. Mahal said GENCO was a non-profit organization, had little funds, would be spending what little funds it had (equal amount of about \$3,000) on food and other activities for the program; the event normally takes place in either Fremont or San Jose, but due to all the events happening since September 11th, they believed it was the perfect opportunity for the local community to do the event locally. Councilmember Lawson said he appreciated the point that was being made and the need for the cultural interchange; however, it was very difficult to support one group that was speaking specifically of a religious event at the expense of other groups and thought it would not be a good decision for the Council to make.

Councilmember Dixon, addressing the events scheduled for Sunday, inquired what would be happening. Mr. Mahal said activities for the children were being planned along with sports and other cultural activities and some educational activities. Councilmember Dixon inquired if the request could be bifurcated. City Attorney Mattas advised that if the Council were to consider any kind of bifurcated approach, the waiver would have to be expressly contingent upon the fact that the activity was a cultural activity and not a religious activity; in reviewing the information provided, it was difficult to tell what the Sunday activity was.

City Manager Wilson said staff was hearing for the first time the extra activities being discussed; sports activities had not been brought to staff's attention; he understood the event to be a religious event based upon the founding Guru of the community; it had been presented to staff as a religious ceremony (fundamentally); if it were changing, turnout numbers would be needed; staff had been very cautious in its inquiries and if this was going to be a cultural event at the gymnasium on Sunday, a thorough evaluation and an expectation of how to deal with perhaps thousands of people was needed; and staff was very concerned (without regard to the fee situation) on being able to be staffed appropriately.

Vice Mayor Livengood inquired of the City Manager if it were typical when a group such as GENCO comes in that a use form for the facility was completed. Mr. Wilson said that form had been completed and it addressed no more than 50 people at a time at the Adobe and 200 at the gymnasium; staff was concerned that other events sponsored by the group had resulted in greater numbers and staff had been unprepared. Vice Mayor Livengood inquired as to what the Council's policy was as it related to fee waivers for cultural events. Ms. Ogden stated approximately 50% of the cultural events had been given fee waivers; most had been governmental or cultural programs. Vice Mayor Livengood said that if it was determined that the Adobe process would be religious ceremony (of sorts) and the event at the Sports Center was cultural, then he wanted to treat the cultural part of it the same way other cultural event requests were treated. Ms. Barone said that the majority of groups that rent the facilities don't request fee waivers and there wasn't a policy for fee waivers.

City Manager Wilson said that fundamentally, the majority did not request fee waivers; when there were fee waiver requests, they were approached on a case-by-case basis; his understanding was that the foundation of the entire process was a religious observance of significance in the Sikh community; and cautioned about mixing in a cultural aspect and calling it a cultural event. The City Manager asked that GENCO provide a clarification.

Councilmember Lawson said he agreed with Mr. Wilson's position; felt it was very difficult to put the applicant in a position of suddenly declaring that some of the activities involved were not religious in nature; was concerned with a religious event taking place in one location and then traveling elsewhere as part of the same event; and, since there would be one more Council meeting before the event, suggested the GENCO representatives meet one more time with City staff to iron out what the event was supposed to be and that staff bring back a policy on fee waivers.

Mayor Manayan asked, if it was determined after meeting one more time that the Sports Center event was a purely cultural event, would the Council consent to waiving the rental fees but not the personnel costs. Councilmember Lawson said his difficulty with that was that he needed to have a better understanding of what had been done in the past.

Mr. Mahal said he thought time was being wasted tonight and he was willing to go along with the suggestion of having another meeting.

Mayor Manayan tabled the item to the November 20, 2001, Council meeting, stating that staff and legal counsel would meet with GENCO representatives for one final meeting to work out all the particulars of the event.

**8.
San Jose Projects**

Assistant Planner Troy Fujimoto, using a PowerPoint presentation, explained three major projects planned by the City of San Jose adjacent to the City's western property line: (1) the Los Esteros Critical Energy Facility, a 15.3 acre Calpine project; (2) a PG&E power transmission line and Los Esteros substation bordering McCarthy Ranch; and (3) the KYCY Radio transmitter facility on the Newby Island landfill. City Manager Wilson said staff was looking for direction from the Council to vigorously oppose the projects and come back with further information on how to oppose these projects. Mayor Manayan said he didn't like the fact that the projects were right on the City's border. Councilmember Esteves suggested the City explore all aggressive recourses including legal avenues.

The Mayor asked the City Attorney to comment on the ability of the City to stop these projects. City Attorney Mattas responded that to insure the greatest possibility to vigorously oppose the projects, the City would want to participate to the fullest extent possible in the environmental process to identify the deficiencies and to make sure all alternatives are properly reviewed.

City Manager Wilson said staff would bring back a comprehensive plan of action, including funding needed, to oppose the projects.

MOTION to direct staff to vigorously oppose the three projects proposed by the City of San Jose and to return with a comprehensive plan of action.

M/S: Lawson, Dixon.

Ayes: 5

**9.
Charter City Task
Force Report**

City Manager Wilson introduced Evelyn Chua, Chair of the Charter City Task Force. Ms. Chua thanked the Council for the honor of serving on the Task Force for the past 17 months, noting that the members devoted their time and talents to the goal of determining the appropriate direction for the City to pursue and in the process found ways to work together harmoniously in what they felt was the true Milpitas spirit. Ms. Chua reported that at their regular monthly meeting on September 10, 2001, the Task Force voted to recommend that Milpitas not proceed with any proposal leading to Charter City status. Ms. Chua explained the recommendation was based on the Task Force's study, research, and discussion of the Charter City question and the conclusion that no present advantage, including increasing the number of Council Members, was discovered that reached a level of significance compelling enough to warrant altering Milpitas' form of government. Ms. Chua said in the majority view, all points that came under discussion faded; the lack of public involvement and support was interpreted not as distrust of local politicians but as an expression of satisfaction with the current system. Ms. Chua said a third point the Task Force evaluated was the fact that Milpitas is a small city; the Task Force felt it advisable that Milpitas continue to have part-time elected officials with a City Manager/City Council form of government; however, this did not mean that the Task Force did not value, and even demand, leadership from its officials. Ms. Chua thanked City Manager Tom Wilson, City Attorney Steve Mattas, Assistant City Attorney John Bakker, and City Clerk Gail Blalock for their assistance.

throughout the process. Ms. Chua also thanked each member of the Task Force for their hard work, dedication, and commitment, acknowledging the presence of Vice Chair Jerry Epps and Task Force Member Marsha Grilli who were in the audience. Ms. Chua closed by saying that upon completion of its work, the entire Task Force took a few minutes to reflect on and voice their feelings about the experience; they, as ordinary citizens, had just performed a civic duty impossible in many parts of the world which represented the true and endearing essence of the American spirit; and they thanked the Council for giving them this unique opportunity to serve.

Vice Mayor Livengood said he thought it was very clear from both the presentation by Ms. Chua and the report submitted that the Task Force was very deliberate and thorough in its work, which was exactly what he hoped they would do; he was grateful for the work the committee did and while he didn't agree with the ultimate conclusion of the report, he believed the process from the very beginning was designed to give the community its say; it was his intention from the beginning to follow the advice of the committee and felt it was an important exercise for Councilmembers to hear what the committee had to say and to see what the process was in other communities and how it worked out. Vice Mayor Livengood said he was grateful for the work the Task Force did and was ready to move forward with the majority recommendation, which he felt was the appropriate step to take. Vice Mayor Livengood again expressed appreciation to the Task Force for its hard work.

Councilmember Lawson expressed his personal thanks to the Task Force members commenting that in the beginning, he was a little reluctant to see this begin; however, the Task Force had reaffirmed his faith in the citizens of Milpitas and he could not begin to express how profoundly moved he was at the depth of the research and the seriousness with which the Task Force took on the task. Councilmember Lawson said he learned a lesson to never underestimate the power of the people in Milpitas.

Councilmember Esteves said this was really a good moment for him because he was the one who proposed having a task force; he thought the Task Force did an objective job, provided extensive information, and determined what was best for the City of Milpitas; the Task Force clearly indicated no advantages or compelling reasons of being a Charter City; the Task Force provided great information; and he thanked them for their hard work, intelligence, and integrity.

Councilmember Dixon said she echoed the comments that had been made so far; commented that as many knew, she was never in favor of Milpitas becoming a Charter City and had some concerns that the right amount of research would be done; she attended two of the meetings and was pleasantly surprised and amazed at the dialogue and interchange; she thanked the group for their hard work, commenting she knew it took a long time but they had now joined a small group in this community (the Hillside Review Committee that took over two years) in doing their civic duty. Councilmember Dixon further stated she knew there were things the City could do to improve, noting that one thing that ran through the discussions was do you get the right people in public service when the pay was so low, and shared a newspaper article from the Sacramento Bee on a similar subject of Council salaries.

Mayor Manayan thanked the Task Force for the service they had performed.

MOTION to accept with gratitude the report of the Charter City Task Force and to not pursue Charter City status.

M/S: Livengood, Esteves.

Ayes: 5

XVI. ORDINANCES

11. Ordinance No. 43.197 Traffic Code (Introduce)

Traffic Engineer Arlene DeLeon reviewed the proposed changes to the Traffic Code consisting of routine traffic control revisions and updates to provide additional marked crosswalks near schools, at recently constructed sidewalk ramps, and at a horse trail crossing on Calaveras Road.

Traffic Engineer DeLeon read the title of Ordinance No. 43.197 amending Chapter 100, Title V (Traffic) of the Milpitas Municipal Code.

MOTION to waive the reading beyond the title.

M/S: Lawson, Dixon.

Ayes: 5

MOTION to introduce Ordinance No. 43.197.

M/S: Lawson, Dixon.

Ayes: 5

**12.
Ordinance No. 218.2
Transient Occupancy
Tax (Introduce)**

Finance Director Emma Karlen reported in an effort to improve the reporting, remittance and collection processes for the transient occupancy tax and to reflect the best practices among the cities, staff had prepared some amendments to the Transient Occupancy Tax Ordinance. Ms. Karlen said the proposed changes were summarized in the staff memo; the draft ordinance was sent to all the hotel/motel operators and based on their comments, staff made further comments, and she believed the changes addressed all the hotel operators' concerns.

City Attorney Mattas noted that a cover sheet for the ordinance had been distributed and called attention to some minor corrections to the ordinance [Section 8.01, add the word "tax" at the end of the first sentence; in the second sentence after the word delinquency add "(defined as failure to remit any delinquent remittance on or before 30 days following the date on which the remittance first became delinquent)" and Section 8.04, the reference at the end to Section III-13-8.04 should be III-13-8.02].

City Attorney Mattas read the title of Ordinance No. 218.2 amending Chapter 13, Title III of the Milpitas Municipal Code relating to Transient Occupancy Tax.

MOTION to waive the reading beyond the title.

M/S: Lawson, Dixon.

Ayes: 5

MOTION to introduce Ordinance No. 218.2.

M/S: Lawson, Dixon.

Ayes: 5

XVII. RESOLUTIONS

**13.
Major Investment Study
Silicon Valley Rapid
Transit Corridor Study**

Principal Transportation Planner Joe Oliva recognized his colleagues Traffic Engineer Arlene DeLeon, City Engineer Mike McNeely, and Senior Analyst Cindy Maxwell, and thanked them for their assistance with the Silicon Valley Rapid Transit Corridor Study project. Mr. Oliva briefly reviewed the Major Investment Study process, the project alternatives, and the preferred investment strategy (Alternative 11), a BART system on the Union Pacific railroad alignment. Mr. Oliva said the major issues identified for Milpitas were a central Milpitas station (removing the "optional" status), a BART maintenance facility in Milpitas (removal from consideration), and the Great Mall-Capitol/Montague grade separation improvement. Mr. Oliva noted that the VTA was expected to take action on the recommended Alternative 11 at its November 9, 2001, meeting. Mr. Oliva reviewed the information the Council had received, including the proposed resolution supporting the Study and the staff memorandum outlining an Action Plan.

Mayor Manayan commented that in the joint policy group meetings he attends with San Jose, Fremont, Santa Clara, and Milpitas represented, there did seem to be support from San Jose for a second station in Milpitas because the only projected station would be at the San Jose border. The Mayor said San Jose Councilman Chuck Reed, who represents the Berryessa area, recognized the traffic congestion that would be created with only one station in Milpitas and was very supportive of a second station at Calaveras and Abel. Councilmember Lawson said he thought it was important for the City to preserve that as an option as this moves forward as there were indications the current administration was considering significant additional Federal funding; if this was an identified option, additional funds would be available and this strategy would be the best chance for Milpitas to achieve that ultimate end.

Councilmember Dixon said she wanted to make it clear to the public that the Council was looking at two stations, the station on the border really wasn't a Milpitas station, and questioned the flexibility of the Calaveras location asking if it was committed to that particular location or if there was some

flexibility as the Midtown Plan developed. Councilmember Lawson responded if we start moving it around, we tend to lose some of our credibility; the point we are at now is conceptual and as we enter into the environmental study and environmental document, it will be essential that we at that point identify the precise spot and preserve our ability to build the station there, if the Council chooses. Councilmember Lawson further stated it was important for the Council at this point to be on record supporting the Montague/Great Mall road improvements because of the commitment made to the voters that funds from that transportation measure were going towards transportation, some of the vital roadway projects had to be back-filled, and this was one of the most vital in the County. Councilmember Lawson said he thought we were closer now than we have ever been and given the current climate, the tax support from the people, and indications from the Federal government, we have never looked better.

Mayor Manayan said he wanted to give credit to all of the Transportation Subcommittee because if we hadn't been so vocal and diligent about pursuing the second station, it wouldn't be on these final studies.

Mr. Oliva commented that he was contacted late this afternoon by VTA staff that they were extremely close to an agreement with BART and had scheduled a press conference for tomorrow.

Councilmember Esteves said he strongly opposed the maintenance facility in Milpitas. Councilmember Lawson commented that the maintenance facility had always been planned for San Jose, which was the most likely spot, and he thought to this point discussions had been relatively successful in keeping it over there.

MOTION to adopt Resolution No. 7125 recommending approval of the MIS to the VTA Board and describing Milpitas' position on major issues; approved the proposed Action Plan providing for:

- Conferring with elected officials, management and staff of San Jose and VTA to explain Milpitas' positions and garner support either collectively or individually;
- Conferring with possible allies, such as Fremont, BART, County Supervisors and Alameda County officials to strategize next steps to support common goals;
- Increasing local participation in project planning by developing a public education campaign, conferring with local organizations and business community leaders, holding public meeting with citizens, educating and encouraging City Committee and Commission members to participate in the project planning process, and providing speakers for local organizations and businesses;
- Promoting stronger representation of all cities on the VTA Board; and
- Revising the General Plan to reflect the transit elements planned in the Draft Midtown Specific Plan including the Milpitas BART station at Calaveras.

M/S: Lawson, Dixon.

Ayes: 5

XVIII. ADJOURNMENT

There being no further Council business, Mayor Manayan adjourned the Council meeting at 10:55 p.m.

Gail Blalock, CMC
City Clerk

The foregoing minutes were approved by the City Council as submitted on November 20, 2001.

Gail Blalock, CMC, City Clerk

Date

Attachment 2 – City Council Referral #02 Affordable Housing Ordinance

(requires more than 4 hours of staff time)

Category and Topic No.	Topic:	Requested by:
Ordinances and Policies, CC02	Affordable Housing Ordinance	Mayor Carmen Montano
Lead Department/Office	Supporting Department(s)/Office(s)	
Housing	City Manager's Office	
Council Priority Areas	Estimated Completion Date	Estimated Cost
Neighborhoods and Housing	TBD	\$50,000 to \$75,000
		Funding Needed
		Funding can be accessed from one of the existing housing funds listed below as part of an upcoming budget action such as the Mid-Year budget process in February 2024. Fund 216 – Affordable Housing Community Benefit Fund; Fund 217 – Affordable Housing Unrestricted Fund; Fund 295 – Housing Authority Fund
Description of Required Work Effort		
At the September 5, 2023, City Council meeting, Mayor Montano requested that staff explore the possibility of amending the Affordable Housing Ordinance to increase the level of affordable housing required from 15% to 20%. To amend the ordinance's affordability requirement from 15% to 20%, the City Council would need to consider development community input. Community roundtables, stakeholder interviews, and/or other outreach events would be necessary to gauge feedback of such an increase. Additionally, a creation of a financial feasibility document would be recommended. Policy Evaluation and Timing Should the Council desire to proceed with this priority item, a staff analysis would be required. Staff would need approximately 6 months to develop an outreach plan, gather community and stakeholder feedback, make the appropriate recommendations, and finalize the language in the amended ordinance for city council consideration. In order to facilitate the 6-month timeline noted above, staff would require a subject matter expert or consultant who can focus on this project.		

1. If approved, staff anticipates beginning work in February 2024 with an expected completion date of August 2024, this would require an additional staff member and a consultant for a financial feasibility report at an estimated cost of \$50,000 to \$75,000 for a 6-month period.

*It should be noted that if safe parking were to also continue, one of the projects would need to start in Fiscal Year 2024-2025 as the City of Milpitas Housing team does not have the capacity to incorporate both of these work items into the current fiscal year workplan.

Status Update as of November 2023

The Mayor and City Council adopted Affordable Housing Ordinance 297 on June 19, 2018. The ordinance requires any new development of more than 10 units to provide 15% of those units as affordable. Affordable unit is defined as an ownership or rental dwelling unit, including senior housing, that is rented or sold at an affordable housing cost to households with very low, low, or moderate incomes.

In January 2022, Council approved a minor amendment to Affordable Housing Ordinance 297 to encourage more on-site affordable housing production and to add clarity and consistency throughout the ordinance.

Staff has also proposed additional changes to the Affordable Housing Ordinance relating to fractional units, design and distribution of affordable units, clarification of accessory dwelling units, allowing mixed tenure compliance, removing credit transfer option, extending ownership unit affordability from 45 to 55 years, and broadening the criteria for preferences, among others. These proposed changes are for the most part consistent with the existing ordinance and are primarily intended to add clarity and consistency to the ordinance.

No further action has been taken to date.

Council Clarification/Further Direction Requested

If the Mayor and City Council provide staff direction to proceed, feedback in the following areas would be beneficial in order for staff to better define the next steps and work products:

- 1) Do the Mayor and City Council have any feedback on the level and methods of stakeholder feedback that staff should solicit?
- 2) Are the Mayor and City Council open to considering alternatives beyond just increasing the threshold to 20%? An example would be reducing the requirement to 10% if those 10% are all extremely low-income units.

Other Considerations

Comparison to other jurisdictions

Staff performed preliminary research into the level of affordable housing being required in other jurisdictions in the Bay Area. Preliminary data is as follows:

- San Jose, Campbell, Santa Clara, Mountain View: 15%
- Morgan Hill (15% for 2 or more units)
- Sunnyvale (15% for ownership, no requirement for rental)
- No ordinance: Cupertino, Gilroy, Los Gatos, Monte Sereno, Palo Alto, Saratoga
- Los Altos: 5-9 units = 15%, 10 or more – 20% at low income or 15% at very low income

- San Francisco: 21.5% of apartments, 23.5% of condos – looking at 12-16%

Other alternatives

As discussed in the “further clarification” section above, there are other alternatives that may be available for considerations. Some of these alternatives are listed below:

City Council could consider any of the following or a combination:

1. Increase the level of affordable housing required to 20% if affordability is based on moderate income, 15% if low income, and 10% if very/extremely low income
2. Enhance affordability by capping moderate income at 100% of the Area Median Income Limit instead of 120% (e.g. for a family of 4 that would be a cap difference of \$217,550 to \$181,300)
3. Keep Affordable Housing Ordinance at 15% and include a percentage requirement of 15% for extremely low income and/or very low-income households.

Attachment 2 – City Council Referral #03 Safe Parking

(requires more than 4 hours of staff time)

Category and Topic No.	Topic:	Requested by:
Projects and Programs, CC03	Safe Parking	Mayor Carmen Montano
Lead Department/Office	Supporting Department(s)/Office(s)	
Housing	City Manager's Office	
Council Priority Areas	Estimated Completion Date	Estimated Cost
Neighborhoods and Housing	TBD	\$30,000
		Funding Needed
		\$30,000
Description of Required Work Effort		
At the June 20, 2023 City Council meeting, Mayor Montano requested that staff explore a safe parking program in Milpitas. The work effort for this program would be arranged in a phased approach: - Phase 1: Outreach to faith-based organizations and selected local businesses to identify potential opportunity locations - Phase 2: Research of other city's programs; and development of conceptual capital, operations and maintenance costs for potential safe parking alternatives - Phase 3: Proceed with implementation of safe parking program, if the City Council approves such a program, along with funding, in the report-out of Phases 1 and 2 It is expected that staff would report back to the City Council on Phase I in mid 2024. The \$30,000 cost estimate is to hire a consultant to perform the Phase I outreach as staff is currently at capacity with the existing workplan items. Additionally, if the amendments to the Affordable Housing Ordinance are also approved at this City Council prioritization session, one of these items would likely need to shift to Fiscal Year 2024-2025 to start with due to staffing capacity limitations.		
Status Update as of November 2023		
In late 2019, the Housing Subcommittee directed staff to research the potential for a safe parking site in Milpitas. Housing staff met with other City departments such as Police, Public Works, and Recreation & Community Services to discuss the impacts a potential safe parking site would have on City departments and services. As part of the research, staff also conducted a site visit to a San Jose Safe Parking site administered by LifeMoves in 2019. Per LifeMoves, this was a smaller safe parking site that offered wrap around services and operational cost of approximately \$385,000. Staff also met with local church leaders who were at one point operating a safe parking program for families only. This program was unaffiliated with the City. The churches offered five parking spaces an evening, but they noted that the spaces were often unused. Staff would need to engage with local church leaders to understand if the demand for safe parking has changed.		

Attachment 2 – City Council Referral #03 Safe Parking

(requires more than 4 hours of staff time)

As the pandemic began in March 2020, many housing research items, such as safe parking, were combined in order to develop a more cohesive and comprehensive COVID-19 response plan. Safe Parking was considered as a part of the City's COVID-19 Homeless Response plan but was not formally approved to proceed by Council.

In March 2021, to address the issues of homelessness, an Ad Hoc Homelessness Task Force was established by City Council. On March 1, 2022, the City Council further discussed the report and recommendations from the Homelessness Task Force. Although no specific direction was given by the full Council, individual Councilmembers expressed interest in various approaches to assist the unhoused population, including a recreational vehicle (RV) safe parking program.

On September 26, 2023, City of Milpitas staff met with City of Mountain View leadership to learn more about their comprehensive Safe Parking Program. Mountain View informed City staff that their Safe Parking Program consists of 5 sites that accommodate over 110 vehicles. More detailed information on the program will be available to staff in the coming weeks as we review their program details, staff reports, and progress reports. While all sites did not launch at the same time, City of Mountain View staff emphasized launching a program, no matter what size, required an extraordinary amount of staff resources. City of Mountain view staff noted they have a Housing Department of 14 Full Time Employees (FTE) and utilized 1 FTE outside their Housing Department in addition to an extensive amount of time from Housing staff to research and establish the program.

Council Clarification/Further Direction Requested

Staff is currently assuming that the focus of this program would include the following key parameters. If the Mayor and City Council would prefer a different approach, feedback would be required:

1. The focus would be on partnerships with faith-based organizations.
2. The program would be all-inclusive that services all types of vehicles and persons.
3. The program would include "wrap around services" such as mobile shower and laundry, case management, and assessments would be provided.

Other Considerations

Community Feedback

Council should consider the community impact of implementing a safe parking program and ensure proper outreach to the neighboring areas of any potential safe parking program locations.

Potential costs

Cost and the source of ongoing funding is a consideration for this program. As noted above, LifeMoves informed staff that the San Jose Safe Parking site toured in 2019 costs approximately \$385,000 per year to operate. Staff would have to determine the size and scope of a proposed safe parking site to provide cost estimates.

Staffing considerations

As noted above, the City of Mountain View dedicated 1 FTE to servicing their Safe Parking Program. Additional Housing staff resources would be required even if a minimal program was implemented. At

Attachment 2 – City Council Referral #03 Safe Parking

(requires more than 4 hours of staff time)

minimum, 1FTE would be required as well as hiring a third-party to administer the day to day operations of the site.

Attachment 2 – City Council Referral # CC04, City Hall Public Art

(requires more than 4 hours of staff time)

Category and Topic No.	Topic:	Requested by:	
Projects and Programs, CC04	City Hall Lobby Public Art	Mayor Montano	
Lead Department/Office	Supporting Department(s)/Office(s)		
Recreation and Community Services	Public Works		
Council Priority Areas	Estimated Completion Date	Estimated Cost	
Community Wellness and Open Space	FY 2024-25	\$20,000 - \$40,000	
		Funding Needed	
		No funding needed as sufficient monies are in the Public Art Fund	
Description of Required Work Effort			
This referral requests the installation of public art piece(s) in the City Hall Lobby. It would be a coordinated project led by the Department of Recreation and Community Services, City Managers Office, Public Works, and the Arts Commission. Recreation and Community Services Staff would need to create an Artist Call for Proposals, conduct proposal reviews with the Arts Commission, and bring final artist selections, proposed lobby areas and project budget to City Council for approval. After which staff would develop and oversee the professional artist(s) contract, oversight and execution of piece(s), and their installation. Total estimated staff hours are 80 hours with an estimated value of \$16,000. Depending on the piece(s), this project may require formal engineering, additional inspections, and rental equipment (lifts) to safely complete the installations. Monies for this project can come from the Public Art Fund. Therefore, no additional resources would be needed. Ongoing costs or maintenance costs will be assessed as part of a new Public Art Master Plan which will be started FY24. Staff is currently working on a larger Public Art Project – VTA Pillar Murals - previously approved as a City Council priority, and projects currently underway at Dixon Landing Park and Higuera Adobe Park. Additionally, the City Council recently approved the Historic Park Marker Public Art Program. Unless further direction is provided, this new project would begin in Fiscal Year 2024-2025 so as not to impact the schedules for the above projects.			
Status Update as of November 2023			
New request. No work has been conducted.			
Council Clarification/Further Direction Requested			
As mentioned above, this project would be scheduled to start in Fiscal Year 2024-2025 so as not to impact currently scheduled public art projects. If the City Hall Lobby Public Art Program is a higher priority for the City Council, direction is needed to defer the Park Marker Project to start in FY2024-25.			
Other Considerations			

Attachment 2 – City Council Referral # CC04, City Hall Public Art
(requires more than 4 hours of staff time)

none

Attachment 2 – City Council Referral #01
(requires more than 4 hours of staff time)

Category and Topic No.	Topic:	Requested by:
PROJECTS AND PROGRAMS CC05	International Festival on Main Street	Councilmember Lien
Lead Department/Office	Supporting Department(s)/Office(s)	
Recreation and Community Services	Public Works, Police Department, Economic Development	
Council Priority Areas	Estimated Completion Date	Estimated Cost
Community Wellness and Open Space	Fiscal Year 2024-2025	\$4,000 to \$48,000
		Funding Needed
		\$4,000 to \$48,000
Description of Required Work Effort		
Although the cost of this referral is dependent on the Council directed scope, staff has developed the following options: (1) An annual one evening small sized event on Main Street such as a movie and/or concert; or (2) Integration of a multicultural theme into an already existing event organized by the City; or (3) A new one or two-day festival celebrating the multi-culturalism of Milpitas with special event activities such as but not limited to children’s activities, food, music, art, and performances.		
Status Update as of November 2023		
At the February 7, 2023, City Council hearing during “Announcements and Future Agenda Items,” Councilmember Hon Lien requested that staff review a potential International Cultural Festival on Main Street. At the June 20, 2023, City Council prioritization session this item did not receive sufficient votes to proceed. However, this item was added back to the list for potential City Council prioritization by Councilmember Hon Lien at the October 3, 2023, City Council meeting. Staff has performed a preliminary review of options that may meet the goals of this City Council request. These options are presented below: Option 1: Schedule an existing Summer Concert Series night to be on Main Street with music theme and food truck(s) to have cultural themes. For this option, staff recommends that the location for an existing Fiscal Year 2024-2025 concert or movie be shifted over to Main Street for a one evening event. This would require additional staffing and funding to close streets, and set up temporary infrastructure (power, water, furniture as Main Street’s infrastructure it not yet established, and use of business/parcel owners is not guaranteed.) This option would allow the City to continue to showcase Main Street and be a temporary boost for		

Commented [MC1]: @Renee Lorentzen please review my final edits. They are showing as tracked changes

Commented [MC2]: Would we need a little extra money for any street closure activities?

Commented [RL3R2]: @Matt Cano We would. I've updated the write up.

Commented [MC4R2]: @Renee Lorentzen would we do this for summer 2024 or summer 2025 at this point in the planning?

Commented [RL5R2]: @Matt Cano For a concert we could probably do this next summer so it would straddle the two FY. So, if you want to be consistent with the three options you could say FY 24.25

Attachment 2 – City Council Referral #01

(requires more than 4 hours of staff time)

restaurants and businesses by drawing customers to the street. Typically, there are four (4) concerts in a summer series. In this option staff would move one of the concerts to this site. If it is desired to hold this event in addition to the existing series, staff would return with further analysis of the costs based on Council input and direction.

Option 2: Integrate a multicultural theme into an already existing event

For this option, staff recommends that an existing, established event, for example the annual Tree Lighting Ceremony, be themed to include a multicultural theme, showcasing the myriad of winter cultural holiday traditions through storytelling, song, and performances. Additional monies are anticipated for this option to pay for cultural performances.

If the City Council were to support option 2, staff would incorporate this new theme into an existing event and execute as part of the Fiscal Year 2024-2025 event calendar.

Option 3: A new 1 or 2-day International Cultural festival

A third option would be for the City to host a brand new 1- or 2-day festival focused on multiple cultures. Considerations for this type of event are listed below:

- (1) Costs: Staff costs for setting up the event program would be approximately \$15,000. The cost of special event activities (performers, equipment, etc.) is estimated at \$25,000. Overnight security for the event area would also be required for approximately \$8,000. Therefore, the cost estimate without staff overtime and without revenue estimates is about \$48,000. Revenue estimates cannot be determined at this time.
- (2) Location: Given the potential size of the event, this would likely need to be held at the Civic Center Plaza, Milpitas Sports Center, or Main Street. The location of the event determines the level of staff support from Recreation and Community Services as well as other departments. For example, events located in areas requiring street closures require additional costs due to major support from the Public Works Department and Police Department for street closures and traffic management.
- (3) Considerations: Special Events programming is currently at capacity. Adding a new one- or two-day festival without any adjustments to the existing events scheduled would not be feasible for the following reasons.
 - o The event calendar is currently at capacity. If the City were to hold another multi day event, it would be difficult to find a date on the calendar that isn't already taken or close to one of the existing City-run events. If the City Council would like to proceed with this event, existing events regularly scheduled near this new event would need to be cancelled to stage and support the International Festival. Staff would return to the City Council during the Fiscal Year 2024-2025 Budget process for an update on which events would need to be modified.

Commented [RL6]: @Matt Cano when this item went to Council before and wasn't voted in, we decided we would still do this (light version) as it's a good idea in general. We can leave as is though, and if they choose this option amp it up in the next FY.

Attachment 2 – City Council Referral #01

(requires more than 4 hours of staff time)

- Staff resources are currently at capacity for events. With over 40 events currently held throughout the year, staff is not able to add additional events without also adding funding for supporting staff in the events program area.
- Six (6) events are currently ARPA funded and ongoing funding will need to be provided for them beginning in 2025. Adding another event would cause it to compete with funding for the existing ARPA funded events as well as creating a saturation of event themes for audiences. Additionally, City Council added a new event during the approval of the Fiscal Year 2023-2024 budget, Black April, to the event calendar to occur on April 30th of each year.

Council Clarification/Further Direction Requested

If it is desired to move forward, staff would like clarification on whether the City Council supports Options 1, 2 or 3 listed above. If Option 3 is desired, staff will return to the City Council with alternatives during the Fiscal Year 2024-2025 Budget Process.

Other Considerations

For reference during the City Council discussion, staff has provided a list of current events as an attachment to this document.

Attachment 2 – City Council Referral #01
(requires more than 4 hours of staff time)

Listing of Events for a Standard Fiscal Year, using Anticipated Fiscal Year 2023-2024 Anticipated Events as an Example (event time and details subject to change)

	Event Name	Month	Event Type	Cultural Event (not including flag raisings)	Time Limited Funding?
1	Fourth of July Pool Party	July	Citywide (ticketed)		
2	Fourth of July Concert & Fireworks	July	Citywide (ticketed)		
3	Movie Night Series - Movie #3	July	Citywide (free)		
4	Summer Concert Series - Concert #3	July	Citywide (free)		
5	Movie Night Series - Movie #4	July	Citywide (free)		
6	Summer Concert Series - Concert #4	August	Citywide (free)		
7	Family Bike Day	August	Commission Event - CityWide (free) (Parks, Recreation and Cultural Resources)		
8	Retro Milpitas	August	Citywide (ticketed)		Yes, General Fund (planned for one year only)
9	India Independence Day	August	Flag Raising		
10	ArtWalk	September/ October	ARPA Event - CityWide (free)		Yes, ARPA

Attachment 2 – City Council Referral #01

(requires more than 4 hours of staff time)

	Event Name	Month	Event Type	Cultural Event (not including flag raisings)	Time Limited Funding?
11	Lantern Festival	September	ARPA Event - CityWide (free; some paid areas)	Yes	Yes, ARPA
12	Hispanic Heritage Month	September	Flag Raising (no event in FY 22-23)		
13	Mexican Independence Day	September	Flag Raising		
14	Pumpkins in the Park	October	Citywide (free; some paid areas)		
15	Delano Manongs Park Grand Opening	October	Citywide (free)	Yes	
16	Filipino American History Month	October	Flag Raising		
17	Dia De Los Muertos	October/Nov ember	APRA Event- CityWide (free)	Yes	Yes, ARPA
18	Native American Heritage & Culture Month	November	Flag Raising		
19	Veterans Day	November	Citywide (free)		
20	Veterans Lunch	November	Commission Event - Milpitas Veterans (Veterans Commission)		
21	Tree Lighting	December	Citywide (free; some paid areas)		
22	Milk & Cookies with Santa	December	Citywide (ticketed)		
23	Lunar New Year	January	Citywide (free)	Yes	
24	YouthTournament	February	Commission Event - Milpitas Youth (Youth Advisory Commission)		
25	Black History Month	February	Flag Raising (no event in FY 22-23)		

Attachment 2 – City Council Referral #01

(requires more than 4 hours of staff time)

	Event Name	Month	Event Type	Cultural Event (not including flag raisings)	Time Limited Funding?
26	Youth Spelling Bee	March	Commission Event - Milpitas Youth (Youth Advisory Commission)		
27	Family Game Night	March	Citywide (free)		
28	Cesar Chavez Day	March	Flag Raising (no event in FY 22-23)		
29	Holi Festival	March	APRA Event- CityWide (free)	Yes	Yes, ARPA
30	Black April Event	April	Citywide (free)	Yes	Yes, General Fund
31	Earth Day	April	ARPA Event - CityWide (free)		Yes, ARPA
32	Commissioners' Recognition Event	April	City Commissioners		
34	Vietnamese American Heritage Month	April	Flag Raising (no event in FY 22-23)		
35	Public Safety Day	May	Flag Raising (no event in FY 22-23)		
36	Bike to Wherever Day	May	Commission Event - CityWide (free) (Parks, Recreation and Cultural Resources)		
37	Asian Pacific American Heritage Month	May	Flag Raising (no event in FY 22-23)		
38	Eritrea Independence Day	May	Flag Raising		
39	Memorial Day	May	Citywide (free)		
40	Milpitas Family Campout	June	ARPA Event (ticketed)		Yes, ARPA

Attachment 2 – City Council Referral #01

(requires more than 4 hours of staff time)

	Event Name	Month	Event Type	Cultural Event (not including flag raisings)	Time Limited Funding?
41	State of the City Address	June	Citywide (free)		
42	Movie Night Out #1	June	Citywide (free)		
43	Summer Concert #1 (Juneteenth Themed)	June	Citywide (free)		
44	Movie Night Out #2	June	Citywide (free)		
45	Juneteenth Flag Raising	June	Flag Raising (no event in FY 22-23)		
46	Philippine Independence Day	June	Flag Raising		
47	LGBTQ Pride Month	June	Flag Raising		

Footnotes:

*Does not include Milpitas
Community Concert Band Concerts
(3 concerts a year), Theater
productions or all support
commission specific events.

*Shaded events are flag raisings
that did not have an event
associated with them in FY 2022-
2023. Flag raising events are co-
organized by community partners.

Attachment 3
List of Completed, Postponed or Withdrawn Items

Group 4 – items that have been completed, deferred, or withdrawn						
1	Add Green Bike Lanes	Tran, Montano	9/17/2019	N/A	Engineering	Included in CIP
2	Adopt Resolution similar to County's re: xenophobia, discrimination	Dominguez	4/21/2020	N/A	CMO, CAO	Added to the consent calendar and adopted Resolution on 5/5/2020
3	Agendize a Flag Raising for India Independence Day	Tran	6/14/2022		Recreation	Item added to 6/21/2022 Consent Calendar
4	Agendize an update to the Lobbyist Ordinance for the next meeting	Chua	3/1/2022		City Attorney	Discussed at 3/15 City Council Meeting; At the 3/15/2022 Council Meeting, City Attorney was directed to bring back a proposed ordinance amendment for further discussion; Council approved the ordinance on 6/7/2022
5	Amend Accessory Dwelling Units (ADU) ordinance to address unpermitted ADUs	Chua	1/5/2021	Yes	Building Safety & Housing, Planning	Safe ADU Legalization Program is launched on 3/24/2022, utilizing ARPA funding. No Ordinance amendment is necessary.
6	Amend Ordinance to remove affordable housing in-lieu fee	Chua	12/15/2020	Yes	Building Safety & Housing, CAO	Amended Affordable Housing Ordinance adopted on 2/1/2022.
7	Below Market Rate (BMR) units - process for selecting applicants	Chua	10/19/2021	Yes	Building Safety and Housing, CAO	Info Memo sent to Council on 1/14/2022 and 3/17/2022.
8	BMR Homes sub-lease option during COVID-19	Chua	1/19/2021	No	CAO, Building & Housing	Info Memo sent on 4/26/2021
9	Bring back a conversation in the budget meeting to fund "walking beats" in the commercial and high crime areas	Dominguez	4/5/2022		Police	At the 4/5/2022 City Council meeting, this item was discussed and there was direction from Councilmember Dominguez to work with the City Manager to find funding sources
10	Bring back update report & discuss status of playing fields for girls' softball in Milpitas	Dominguez	10/20/2020	N/A	CMO, Recreation	Discussed on 02/11/2021, amended JUA for Russell approved on 6/15/2021
11	Celebrate Mexican Independence Day annually on September 16	Montano	6/2/2020	N/A	Recreation	Approved on consent 8/18/2020
12	City to highlight mental health resources on the website	Dominguez	8/17/2021		Recreation	Staff will issue an email this week (week of 7/25)
13	Community Theatre, perhaps with MUSD	Núñez, Phan	8/20/2019	N/A	Recreation, CMO	Discussed @ CIP Study Session on 4/14/2020; councilmembers asked outdoor amphitheater to be placed into the tail end of 5 year CIP
14	Community Workforce Agreement (PLA)	Phan	2/18/2020	Yes	CMO, CAO, Engineering	Council voted to remove this item from the list on 2/02/2021 per CM Phan's request
15	Consider "Old Town" Main St. revitalization, funding, economic dev., improve area	Montano	12/15/2020	Yes	CMO, Planning, Engineering, Finance	Council provided direction to move forward with revitalization efforts on May 11, 2021. Staff is working on various items related to revitalization and have provided subsequent updates to the Council in October and to the Main Street Revitalization Subcommittee in September and November.
16	Consider adding state certification NEC for electrical work done in the City (safety)	Dominguez	6/30/2020	N/A	Building & Housing	Not needed, staff is certified
17	Consider change in Commission structure, on term limits	Tran	12/15/2020	N/A	Recreation, CMO	Completed on 1/19/2021
18	Consider change in term limits for Mayor + Councilmembers	Montano	6/16/2020		City Attorney, City Manager	8/4/2020: Voted 3 -2 to pursue; 2/02/2021 to agendize for a future meeting; 3/16/2021 voted 3-1-1 to move forward. Scheduled for 3/15/2022; rescheduled for 4/05/2022; 4/05/2022 could give direction to move forward with Councilmember term limits and discuss the Mayoral seat at a later date; Discussed at the 5/10/2022 budget meeting and had a consensus not want to move forward with a ballot measure for the Mayor term limit; Councilmember term limits scheduled for June 7; Scheduled for June 21 meeting
19	Consider Community Museum and Park on Main St.	Phan	8/20/2019	N/A	CMO	To be considered as part of Specific Plan process
20	Consider expanding the Fee Waiver Policy eligibility to non-profit organizations outside of Milpitas but the events are specific to Milpitas residents	Chua	3/15/2022		Recreation	Council approved the policy revision at the June 21 2022 City Council meeting.
21	Consider funding to implement and create a homelessness encampment response team to be dispatched to encampment sites to address concerns, talked about creating a position to provide mental health assistance, and would like this to be brought back for discussion at the budget meeting	Dominguez	3/15/2022		City Manager, Public Safety, Recreation, Public Works	Direction from Council to bring forward as part of FY 22-23 budget discussion; at the May 10 Budget Study Session Council did not direct to do any further work on this item.
22	Consider naming "Milpitas Hills"	Dominguez	10/20/2020	Yes	Econ. Dev.	Deferred indefinitely on 2/02/2021; did not receive a majority vote from 2/02/2021 council meeting
23	Consider rescinding direction given on 1355 California Circle project and allow the project application to move forward without being tied to a specific plan (Original request was for item to be placed on November 2 agenda)	Chua	10/19/2021		Planning, CAO	Staff is working with the developer on options to move the project forward.
24	Consider satellite consular offices (post Covid)	Montano	6/2/2020	Yes	CMO	Deferred indefinitely per VM Montano's request on 2/02/2021 council meeting
25	Create an "Incentive Corner," which will be a sub-page with links to different freebies, grants, and incentives from the City and the regions, including the Water District and Silicon Valley Clean Energy	Chua	8/17/2021	No	Information Technology, Public Works	"Incentive Corner" webpage is live on the City's website. Banner posted on 3/28/2022.
26	Designate the California Oak Tree as the City's official heritage tree	Montano	2/1/2022		Recreation	Council approved at the 6/7/2022 meeting.
27	Discuss a "safety first" or other event in lieu of National Night Out (per CAC)	Phan	10/20/2020	Yes	Building & Housing, Police	Remove from the list per CM Phan's request on 2/02/2021 council meeting
28	Discuss budget reductions in next FY with input from residents, employees	Núñez	10/6/2020	N/A	Finance, CMO	On 10/20/2020, to 11/10, 11/17
29	Discuss having 4th of July parade	Núñez	2/18/2020	N/A	Recreation	No longer under discussion

Attachment 3
List of Completed, Postponed or Withdrawn Items

Group 4 – items that have been completed, deferred, or withdrawn						
30	Discuss potential litigation - re: govts' action on Jamboree-Project Homekey	Tran	10/6/2020	N/A	Building & Housing, CMO, CAO	Multiple Closed Sessions - Oct. 2020
31	Discussion in the next fiscal year, to have a sliding scale permitting program for seniors and low-income residence for necessary safety renovations	Tran	5/4/2021		Building Safety & Housing, Planning	8/09/2021 Council voted 5-0 to move this item forward and modify the existing Milpitas Assistance Program to include seniors; MAP continues to be available for low income seniors and sufficient funding was budgeted for FY 2022-23.
32	Discussion of campaign finance reform and/or Open Government Ordinance	Phan	6/30/2020	N/A	City Clerk, CAO	Withdrawn @ 8/4/2020 CC meeting
33	Discussion of Minute Man as City's image, when City branding comes back	Phan	8/18/2020	N/A	CMO	Staff and consultant presented the item on 5/4/2021, due to the late hour it was deferred to a future meeting. Council provided input that the Minute Man discussion will not be pursued further.
34	Discussion on possible tax measures	Tran, Phan	4/21/2020	N/A	Finance	Done on 5/15/2020
35	Discussion to reduce the City's Senior Center facilities deposit	Montano	5/4/2021		Recreation, Finance	8/09/2021 Council voted 5-0 to refer this item as part of the development of the FY 2022-23 Master Fee Schedule; Council approved the item on 4/19 as part of the adoption of the Master Fee Schedule
36	Discussion/staff report on Beautify Milpitas, graffiti abatement, resources	Montano	6/30/2020	Yes	CMO, PW	City Council approved the Beautify Milpitas program on June 1, 2021
37	Donate old, obsolete, noncompliance items from the Fire Department to Sister City Dagupan Philippines	Chua	8/9/2021	Yes	Fire, CAO, Finance	Council approved the resolution for donations of personal protective equipment on March 1, 2022 and staff implemented the program by the end of March.
38	Economic Development Corporation (EDC)	Montano	12/15/2020, 01/05/2021, 01/19/2021, 01/26/2021	Yes	CMO, Econ. Dev.	Deferred on 4/20/2021
39	Emergency item for next agenda: extend tenant eviction protections	Dominguez	6/16/2020	N/A	Building & Housing, CAO	Withdrawn, covered by other govt
40	Emergency request to cap rents on small businesses (tenants) in Milpitas	Dominguez	10/6/2020	N/A	Econ. Dev., CAO	On 12/01/20. Not supported
41	Establish "ADU Mondays"	Chua	1/5/2021	No	Building & Housing, Planning	Launched in March 2021
42	Establish a Day Worker Program	Montano	6/16/2020	Yes	CMO	Mayor & Vice Mayor to brainstorm in future; Council voted to remove this item from the list on 2/02/2021 per VM Montano's request
43	Establish Milpitas coronavirus testing site	Phan	4/7/2020	N/A	FCMO, Fire, CAO	Completed
44	Expedite process for Measure F Oversight Committee	Chua	12/15/2020	N/A	Finance	Staff explained planned process, appts. were approved by Council in March 2021
45	Explore a lease for the vacant land adjacent to the Library for City use	Tran	1/18/2022		City Manager, Economic Development, City Attorney	February 2023 update: At the January 31, 2023 City Council Budget Study Session staff was directed to drop this item from the priority list. Prior Updates: Discussed at Spring Quarterly City Council Workplan Items Prioritization Discussion; Approved to move forward at the 5/03/2022 meeting.
46	Explore increasing the Conferences/Meetings/Memberships allowance for each Councilmember to \$10,000	Chua	5/17/2022		City Manager	On 6/07/22, City Council did not approve increasing the allowance as part of the adoption of the FY 2022-23 Budget; however, Council provided direction to review funding need as part of the FY 2022-23 mid-year budget review.
47	Extend the outdoor dining options through March of next year	Phan	9/21/2021	No	Planning	Planning Director to provide information on current outdoor dining extension
48	Fee waiver for the Chamber of Commerce for either the Oktoberfest or Arts and wine Festival	Montano	3/1/2022	Yes	Recreation	Staff reached out to the Chamber of Commerce. The Chamber may seek a fee waiver next fiscal year.
49	Fee waiver for the Christian Worship Center's Easter Egg Hunt event	Tran	3/1/2022		Recreation	The City Council approved a fee waiver for this event on April 5, 2022.
50	Fee waiver for the Filipino American South Bay Community to hold pop-up resource fair at a City Park	Dominguez	3/1/2022		Recreation	Staff engaged organizers of the event; event was held on June 19; organizers did not request a fee waiver.
51	Fee waiver for the Kiwanis Annual Crab Feed event	Tran	3/1/2022		Recreation	Approved at the 3/15/2022 Council Meeting
52	Form "Beautify Milpitas" subcommittee - for a future Task Force or Commission	Chua	12/15/2020	Yes	CMO, PW	Council approved the Beautify Milpitas program on June 1, 2021. No subcommittee to be formed.
53	Form a Historical Commission	Montano	6/2/2020	N/A	Recreation, CMO	Already part of PRCRC. Commission discussed on 01-05- 2021, no change
54	Form a Homelessness Task Force	Tran	12/15/2020	N/A	CMO	Approved by Council on 1/5/21
55	Guide small businesses on ADA (Americans with Disabilities Act) requirements due to the quick changes made to facilities during the pandemic	Chua	8/5/2021	No	Economic Development	SVEDA/SV Joint Venture hosted the "SV Small Businesses & ADA Compliance" webinar on 11/3/21. Several Milpitas business reps, & staff from Econ. Dev. & Building participated. Staff met with reps from CA Comm. on Disability Access to discuss business education & outreach.
56	Host a Townhall at City Hall in January, February, and March for the community to share comments about the issue of the unhoused	Tran	11/2/2021	Yes	CMO, CAO, Police, Public Works	Deferred by Mayor Tran because of public health status
57	Illegal dumping	Phan	10/5/2021	Yes	Public Works	Info Memo sent to Council on 2/25/2022
58	Incorporate a Press Release Policy (if there is an existing policy) in the City Council Handbook	Tran	8/17/2021	Yes	CMO, CAO	The City Council Handbook was adopted at the Jan. 11, 2022 City Council meeting.

Attachment 3
List of Completed, Postponed or Withdrawn Items

Group 4 – items that have been completed, deferred, or withdrawn						
59	Increase number of commission members from seven to nine on the Parks, Recreation and Cultural Resources Commission	Montano	10/5/2021	Yes	CMO, Recreation, City Clerk	Council approved Bylaw changes at the April 19 Council meeting
60	Increase the City's rebate program to match Valley Water's two dollars rebate increase and look into expanding the "Lawn Buster" program to more residents based on income	Chua	6/15/2021	Yes	Public Works	On October 19, 2021, the Council approved a contract amendment with the Santa Clara Valley Water District (District) to match the District's rebate amount and to authorize the City to manage the "Lawn Buster" program with "Our City Forest" on behalf of the District. On December 14, 2021, Council approved a contract with "Our City Forest."
61	Increase the number of local businesses doing business with the City	Chua	4/6/2021	Yes	CMO, Economic Development, Finance	At 8/9/2021 Council meeting, Council voted that this item may have to come back for additional discussion because there may be some legal considerations.
62	Info. on new SB 50 (housing, transit bill)	Phan	1/7/2020	N/A	Building & Housing	Sent memo to City Council
63	Job fair with 20 local businesses to be held soon and an additional one in the fall with the Chamber taking a larger role and the City providing some support	Chua	6/1/2021	Yes	Economic Development	
64	Letter from City Council opposing AB 2181 (Berman) regarding VTA's Board Composition	Tran	6/7/2022		City Manager	Per the email sent to Council on 6/17/2022, consistent with the Council approved Legislative Advocacy Policy, Mayor Tran signed a letter opposing the legislation unless amended.
65	List of city charges/costs that could be waived for small businesses	Dominguez	6/16/2020	N/A	Finance, Econ. Dev.	6/30/2020 info memo
66	Local Boy Scouts Fee Waiver for Eagle Scout Ceremony	Tran	6/7/2022		Recreation	Fee waiver was approved on September 20, 2022.
67	Look into allowing outdoor music and would like the ordinance brought back to Council.	Montano	8/5/2021		Planning	Zoning Ordinance Text Amendment adopted 08/16/2022
68	Look into how the City can be a resource for small businesses to help guide them on what to do in terms of ADA (Americans with Disabilities Act) requirements due to the quick changes made to facilities during the pandemic	Chua	8/5/2021		Economic Development	SVEDA/SV Joint Venture hosted the "SV Small Businesses & ADA Compliance" webinar on 11/3/21. Several Milpitas business reps, & staff from Econ. Dev. & Building participated. Staff met with reps from CA Comm. on Disability Access to discuss business education & outreach.
69	Look into reducing rates for the seniors and low-income families for Sports Center activities	Montano	2/1/2022	Yes	Recreation, Finance	The FY2021-22 Adopted Fee Schedule includes discounted membership and fitness passes for Seniors; low-income families can apply for membership and fitness pass discounts through the Milpitas Assistance Program
70	Maintain Dagupan, P.I. as a Sister City	Tran, Montano	9/17/2019	N/A	CMO	Approved the renewed MOU continuing the Sister City relationship on 12/17/2019
71	Mayor shall recommend a Milpitas resident to serve on VTA Bike Committee	Dominguez	11/17/2020	N/A	Engineering	12/15/20: resident Kristal Caidoy appointed to VTA BPAC
72	Memorialize those that have passed due to COVID-19 in Milpitas	Dominguez	3/2/2021	Yes	CMO, Recreation	At 8/9/2021, Council provided input that COVID-19 had not yet passed and that the discussion about a memorial should be had at a future time.
73	Mini-libraries in the low-income areas of the City	Montano	4/20/2021	Yes	Planning, Recreation	Discussed on 8/9/2021, staff to follow up with Vice Mayor Montano on specific vision. Staff met with the Vice Mayor. The City will continue to facilitate libraries as needed but will not take a lead role in funding or operating them.
74	No on possible ban on vaping, yes on restricting smoking in multi-unit bldgs	Montano	1/7/2020	Yes	Planning, Recreation, CAO	Ordinance for multi-unit buildings adopted on 6/15/2021
75	Opportunity to share ideas for US census & on City "sponsored" events	Dominguez	9/1/2020	N/A	CMO	12/01: remove census topic, move events to CC retreat 2021; at 1/12 retreat Council direction to cease
76	Ordinance to ban vaping in the City	Montano	12/15/2020		Planning	Study session with Council held 6/21/2022. Tobacco Retail Permitting program has been drafted, but there are unresolved issues with enforcement by Santa Clara County.
77	Outreach to notify the community of the trash voucher program	Chua	9/7/2021	No	Public Works	Staff provided an Information Memorandum regarding the pilot program on April 6, 2022.
78	Parade for MHS Trojans Football	Tran, City Manager	1/21/2020	N/A	Council	Completed 1/28/2020
79	Partner with the Rotary Club of Silicon Andhra to promote the stem cell donor outreach with a webinar and campaign to help increase the number of donors	Chua	8/17/2021		Recreation	Staff will include the stem cell donor information in regularly scheduled wellness event
80	Performance Evaluation (Contract) of City Attorney	Tran	1/5/2021	N/A	Council, CAO	Multiple Council closed session discussions held. Council voted to move to a full time in-house City Attorney on 6/21, additional direction on next steps to be provided to staff in August.
81	PG&E power outage plan presentation to Council	Tran	1/19/2021	No	CMO	Presented to Council on 3/16/2021
82	Plan to put utility fines into a fund to help small businesses in the City	Montano	12/15/2020	N/A	Finance	Directed staff on 2/02/2021 to approve policy recommendations temporarily suspending penalties for delinquent fire permit fees, and delay or waive business lic. tax collections but no direction to create a separate fund. On 2/16/2021 Council approved waiving business license penalty between Jan 1 - May 31, 2021. Also, the utility late fee and water shut off have been suspended consistent with State Emergency Order (through Sept 31, 2021). Also, Council allocated ARPA funds to assist small businesses.
83	Policy for Proclamations and Commendations	Núñez, Phan	8/20/2019	N/A	CMO	Withdrawn 6/2/2020
84	Policy for Social Media	Núñez, Phan	8/20/2019	N/A	CMO, CAO	Withdrawn 6/2/2020; policy already approved by Council

Attachment 3
List of Completed, Postponed or Withdrawn Items

Group 4 – items that have been completed, deferred, or withdrawn						
85	Pollination protection	Dominguez	1/5/2021	Yes	CMO	Deferred on 2/02/2021; did not receive a majority vote on 2/02/2021 council meeting
86	Postponement (not waiver) of penalties related to City business fees	Tran	1/5/2021	N/A	Finance	On 2/16/2021 Council approved waiving penalties until May 31. The suspension of penalties is now no longer in effect.
87	Prepare a report on ghost guns; engage in legislative advocacy regarding ghost guns; and incentivize ghost gun buybacks at the May buyback event.	Dominguez Tran	4/5/2022		Police	An Information Memorandum was distributed on August 12, 2022.
88	Prepare Vision Zero Action Plan	Tran	6/7/2022		Engineering, Police	February 2023 update: At the January 31, 2023 City Council budget hearing, the City Council supported staff's recommendation to drop this item from the priority list due to the expense of the study as well as the fact that many traffic safety initiatives and projects are already underway in the City of Milpitas.
89	Proclaim Saturday, March 19, 2022 as Chez the Ice Cream Man Appreciation Day	Tran	3/1/2022	No	City Clerk	Proclaimed at the 3/15/2022 Council Meeting
90	Proclamation and support for face coverings	Montano	4/7/2020	N/A	CMO, CAO	4/21/2020. CC directed City Manager to issue regs
91	Propose building height limits in area east of Milpitas Blvd.	Tran	12/15/2020	Yes	Planning	City Council adopted Zoning Ordinance amendment to limit bldg heights in commercial areas adjacent to low-density residential area, including east of Milpitas Blvd. on 10/04/2022.
92	Provide Commissioners appreciation gifts	Chua	10/19/2021	Yes	CMO, Finance	Staff placed the order of fleece jackets the week of March 14th. Depending on the stock, the appreciation gifts will be distributed during the first two weeks in April 2022.
93	Read "Code of Conduct" aloud prior to each City Council meeting	Montano	6/2/2020	N/A	CAO	Approved 8/18/2020. City Attorney began this practice 9/01/20
94	Reduce the City's Senior Center facilities deposit for the Auditorium/Community Room	Montano	5/4/2021	Yes	Recreation, Finance	Council approved the reduction of the facilities deposit as part of the adoption of the FY 2022-23 Master Fee Schedule Resolution. Will be brought forward on 4/19 as part of Master Fee Schedule discussion.
95	Reduce the park rental fees for the Samuel Ayer High School reunion	Montano	2/1/2022	No	Recreation	Approved at 3/15/2022 Council meeting. Info Memo on City Council Policy on Fee Waivers & Reductions was sent out on 3/8/2022
96	Rename Augustine Park to include "Sunnyhills"	Tran, Montano	9/17/2019	N/A	Recreation	Approved on 2/4/2020
97	Rename portion of Dixon Landing Rd., as Barack Obama Boulevard	Núñez, Phan	8/20/2019	N/A	Planning, CMO	Deferred indefinitely
98	Report from staff on 2nd federal stimulus package - action plan on funds	Chua	12/15/2020	N/A	CMO, Finance	Info Memo sent to Council on 12/23/2020
99	Report on parking in The Pines	Núñez	1/7/2020	N/A	Engineering	2/18/2020
100	Report on speed cameras like Fremont (radar displays) - no enforcement	Phan	1/7/2020	N/A	Police	1/28/2020, 3/24/2020, 4/14/2020
101	Request for Dumpster Days	Tran	1/7/2020	N/A	PW	Program initiated in Spring 2021
102	Requested a meeting for the subcommittee for the Old Town Main Street be scheduled next month	Montano	1/18/2022	No	CMO	The Subcommittee meeting was held on April 12 at 4:30pm.
103	Requested an agenda item on November 2 Council meeting allowing the Council to rescind direction given to 1355 California Circle and include direction to allow the project application to move forward without being tied to a specific plan	Chua	10/19/2021		Planning	At the 1/18/2022 council meeting, Council voted 4-1 to rescind the direction and direct staff and the application to explore option one in the presentation to amend the General Plan and remove Council policy for the preparation of a Specific Plan
104	Requested discussion and for staff to look at creating a pilot project to accommodate pickleball at Peter Gill Park and would like a feasibility study with a goal of making these courts multi-purpose	Chua	11/16/2021 1/18/2022	Yes	CMO, Recreation, Engineering, Public Works	City Council approved the pilot on 3/15/2022
105	Requested staff work with the Vice Mayor and Mayor to explore and discuss building height limits near the hillside by January 2022	Tran	9/21/2021		Planning	Second reading of draft Zoning Ordinance scheduled for 08/16/2022
106	Requested that staff study the placement of a City sign for the Milpitas Police Department and explore the cost of a new sign	Dominguez	1/18/2022		Public Works, Police	Lighted signage for the Police Department and Public Works and IT was installed and completed the week of January 24th 2023. Landscaping was completed in the Summer of 2022. This item is completed.
107	Requested that the City have mini-libraries in the low-income areas of the City.	Montano	4/20/2021		Planning	8/09/2021 Council voted 3-1-1 to move this item forward, staff to follow up with Vice Mayor Montano on specific vision. Staff met with the Vice Mayor. The City will continue to facilitate libraries as needed but will not take a lead role in funding or operating them.
108	Requested the City Attorney's office explore encampment ordinances from the City of Oakland, Los Angeles, or other regional cities and would like a discussion on the existing policies to be brought back before the July recess.	Tran	2/15/2022		City Attorney	4/19/2022 direct the City Attorney to make the recommended changes to the Municipal Code to remove and prohibit property in public; the City Attorney will bring forward an ordinance in September 2022.
109	Requested the City create a youth scholarship fund for under privileged kids to play sports	Montano	5/17/2022		Recreation	As part of the adoption of the FY 2022-23 Budget, the City Council allocated \$20,000 for this program. Staff will bring forward a policy framework for this program for Council approval in September 2022.
110	Requested the City extend the outdoor dining options through March of next year	Phan	9/21/2021		Planning	Emergency Outdoor Dining program extended. Draft zoning ordinance with standards for permanent outdoor dining prepared and now under review. Planning expects bring forward draft ordinance for PC and Council consideration before the end of 2022.
111	Require implicit bias training for City Council, Commissioners & staff	Dominguez	6/16/2020	N/A	Human Resources	This item has been completed. The training was held on January 7, 2022 (for City Council) and various dates for staff. Training information was also sent to all Commissioners.

Attachment 3
List of Completed, Postponed or Withdrawn Items

Group 4 – items that have been completed, deferred, or withdrawn						
112	Resolution in support of elimination of discrimination v. women	Dominguez	1/7/2020	N/A	CMO, CAO	5/19/2020 Reso. Adopted 8/04/2020 Ord. adopted