



REGULAR MEETING OF THE MILPITAS CITY COUNCIL

AGENDA

TUESDAY, MARCH 19, 2024

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

6:00 PM (CLOSED SESSION)

7:00 PM (PUBLIC BUSINESS)

For assistance in the following languages, you may call:

Đối với Việt Nam, gọi 408-586-2400

Para sa Tagalog, tumawag sa 408-586-3051

Para español, llame 408-586-3072

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

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

Meeting shall be livestreamed - Go to:

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

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

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

PUBLIC COMMENT INSTRUCTIONS

Oral public comments may 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_GtDEnzRQRGqL2d8orFBOXA

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 (6:00 PM)

ADJOURN TO CLOSED SESSION

(a) CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6

Agency designated representative: Rick Bolanos, LCW

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

CLOSED SESSION ANNOUNCEMENT:

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

PLEDGE OF ALLEGIANCE

INVOCATION (Councilmember Barbadillo)

PRESENTATIONS (7:05 PM)

- National Endometriosis Month (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 March and April 2024 (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)

Recommendation: Receive City Council Calendar of Meetings for March and April 2024.

C2. Approve City Council City Council Meeting Minutes of March 5, 2024 (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)

Recommendation: Approve City Council Meeting minutes of March 5, 2024.

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

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

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

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

C5. Consider Recommendations from Mayor Montano for Appointments to City Commissions (Contact: Mayor Montano, 408-586-3024)

Recommendation: Receive Mayor Montano's recommendation and confirm appointments to City Commissions.

C6. Approve the Proposed Edits to the Commissioner Handbook (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)

Recommendation: Approve the proposed edits to the Commissioner Handbook.

C7. Designation of Community Development Block Grant Program Certifying Officer for the National Environmental Policy Act (Staff Contact: Alex Andrade, Director of Economic Development, 408-586-3046; and Robert Musallam, Housing Division Manager, 408-586-3275)

Recommendation: Adopt a resolution designating the City Manager as the "Certifying Officer" as defined in 24 CFR Part 58 for the Housing Division of the City of Milpitas for purposes of compliance with the National Environmental Policy Act under the Community Development Block Grant Program.

C8. Receive the 2023 Housing Element Annual Progress Report and Housing Successor Agency Annual Report and Authorize the Submittal of Both Reports to California Department of Housing and Community Development (HCD) and Governor's Office of Planning and Research (OPR) (Staff Contact: Alex Andrade, Economic Development Director, 408-586-3046; and Robert Musallam, Housing and Neighborhood Services Administrator, 408-586-3275)

Recommendation: Receive the 2023 Housing Element Annual Progress Report and Housing Successor Agency Annual Report and authorize the submittal of both reports to California Department of Housing and Community Development (HCD) and Governor's Office of Planning and Research (OPR).

C9. Receive the 2023 General Plan Annual Progress Report and Authorize Submittal of the Report to the Governor's Office of Planning and Research (Staff Contact: Jay Lee, Planning Director, 408-586-3077; and Lillian VanHua, Principal Planner, 408-586-3073)

Recommendation: Receive the 2023 General Plan Annual Progress Report and authorize the submittal of the report to the Governor's Office of Planning and Research (OPR).

C10. Approve and Authorize the City Manager to Execute a Five-Year Professional Services Agreement with Precision K9 for Canine Acquisition and Training (Staff Contact: Jared Hernandez, Chief of Police, 408-586-2406)

Recommendation: Approve and authorize the City Manager to execute a five-year professional services agreement with Precision K9 for canine acquisition and training in a total not-to-exceed amount of \$195,000.00 over the five-year term.

C11. Receive an Update on Storm Drain System Emergency Repairs and Improvements at Evans Road and Piedmont Creek 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 storm drain system emergency repairs and improvements at Evans Road and Piedmont Creek; and (2) Determine by a four-fifths vote that the condition continues to constitute an emergency.

- C12. Approve and Authorize the City Manager to Execute a Design Services Agreement with Callander Associates Landscape Architecture, Inc., for Metro Tango Subdistrict Park, Project No. 2023 (Staff Contact: Michael Silveira, Public Works - Engineering Division Manager, 408-586-3303)**

Recommendation: Approve and authorize the City Manager to execute a Design Services Agreement with Callander Associates Landscape Architecture, Inc (CALA) in the amount of \$420,237.00 for Metro Tango Subdistrict Park, Project No. 2023.

- C13. Approve and Authorize the City Manager to Execute a Stormwater Management Facilities Operation and Maintenance Agreement between the City of Milpitas and Milpitas Pacific Associates, L.P., for the Affordable Housing Project at 308 Sango Ct. (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012; and Arthur Valderrama, Principal Civil Engineer, 408-586-3355)**

Recommendation: Approve and authorize the City Manager to execute a Stormwater Management Facilities Operation and Maintenance Agreement between the City of Milpitas and Milpitas Pacific Associates, L.P., for the affordable housing project at 308 Sango Ct.

- C14. Adopt a Resolution to Supersede Resolution 9145 to Update City Event Celebration Flags and/or other Commemorative Flags at Cesar Chavez Plaza (Staff Contact: Renee Lorentzen, Director of Recreation and Community Services, 408-586-3409)**

Recommendation: Adopt a resolution to supersede Resolution No. 9145 updating City Event Celebration Flags and/or other Commemorative Flags at Cesar Chavez Plaza.

PUBLIC HEARINGS (7:20 PM)

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

- 15. Conduct a Public Hearing on the Request for a Bingo License for St. John the Baptist Catholic Church to Hold a Regular Bingo Game on Church Grounds (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)**

Recommendation: Conduct a public hearing and consider approval of a Bingo License for St. John the Baptist Catholic Church to hold a regular bingo game on church grounds.

COMMUNITY DEVELOPMENT (7:45 PM)

- 16. Receive Presentation from Staff and Applicant and Provide Direction Regarding Conceptual Plans for Proposed Mixed-Use Development at 1851 McCarthy Boulevard (Staff Contact: Jay Lee, Planning Director, 408-586-3077, Michael Fossati, Senior Planner, 408-586-3274)**

Recommendation: (1) Receive presentations from staff and the applicant; (2) Receive public comment; and (3) Provide feedback on the Preliminary Review Application for redeveloping 1851 McCarthy Blvd.

COMMUNITY SERVICES AND SUSTAINABLE INFRASTRUCTURE (8:45 PM)

17. Consider Approval of a Permanent Pickleball Site and Provide Feedback on Future Programming Plan (Staff Contact: Renee Lorentzen, Director of Recreation and Community Services, 408-586-3409)

Recommendation: (1) Approve conversion of two of the four Hall Park Tennis Courts to pickleball and direct staff to include proposed adjustments to CIP 5116 project budget as part of the annual CIP cycle; and (2) Provide feedback on future pickleball opportunities in Milpitas.

ANNOUNCEMENTS AND FUTURE AGENDA ITEMS (9:30 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 (9:35 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.

February 2024						
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		

Milpitas City Council Calendar

March 2024

April 2024						
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				

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1 8:30 AM -Joint Venture Silicon Valley: 2024 State of the Valley Forum (CM, EC, HL)	2
3	4 5:00 PM -Monthly Mayor's Meeting with the Community Members 7:00 PM -Parks, Recreation & Cultural Resources Commission (HL)	5 6:00 PM -Closed Session 7:00 PM -City Council	6 1:00 PM -Santa Clara VTA Monthly Briefing - Northeast Group (CM) 7:00 PM -Community Advisory Commission (EC)	7 5:30 PM -Santa Clara VTA Board of Directors (CM) 5:30 PM -Milpitas Chamber of Commerce Board (GB)	8	9 National League of Cities Conference – Washington, D.C. (HL)
10	11	12	13	14	15	16
National League of Cities Conference – Washington, D.C. (HL)					WELL Conference – San Jose, CA (CM)	
	4:30 PM -Economic Development and Trade Commission (CM)		7:00 PM -Planning Commission 7:00 PM -Silicon Valley Clean Energy Board of Directors (EC) (Cupertino)	4:00 PM -SVRIA Board of Directors (GB) 5:30 PM -CASCC Legislative Action Committee (CM) 6:00 PM -Youth Advisory Commission (HL) 7:00 PM -Cities Assoc of SCC JPA Board of Directors (CM)		11:00 AM-2:00 PM - Holi Festival (Cardoza Park)
17	18 7:00 PM -Science, Technology, and Innovation Commission (GB) 7:00 PM -Library and Education Commission (EC) (Milpitas Public Library)	19 6:00 PM -Closed Session 7:00 PM -City Council	20 6:00 PM -Energy and Environmental Sustainability Commission (EC)	21 10:00 AM -VTA Congestion Management Program & Planning Committee (CM) 3:00 PM -CASCC Recycling & Waste Reduction Commission (CM) 4:00 PM -VTA Policy Advisory Committee (EC) 6:30 PM -Bay Area Water Supply Conserv Agency (CM) (Oak Room - San Mateo Main Library) 7:00 PM -Public Safety and Emergency Preparedness Commission (HL)	22	23 10:00 AM-1:00 PM - Big Bunny Scramble (Civic Center Plaza)
24	25 7:00 PM -Arts Commission (EC)	26	27 4:00 PM -City/School Collaborative Subcommittee (CM/EC) – (MUSD) 7:00 PM -Planning Commission	28	29	30
31						

March 2024						
S	M	T	W	T	F	S
	3	4	5	6	7	1
10	11	12	13	14	15	2
17	18	19	20	21	22	3
24	25	26	27	28	29	4
31						

Milpitas City Council Calendar

April 2024

May 2024						
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  Cesar Chavez Day City Hall Closed	2 6:00 PM -Closed Session 7:00 PM -City Council	3 1:00 PM -Santa Clara VTA Monthly Briefing - Northeast Group (CM) (Santa Clara) 5:30 PM -Veterans Commission (CM) 7:00 PM -Community Advisory Commission (EC)	4 5:30 PM -Milpitas Chamber of Commerce Board (GB) 5:30 PM -Santa Clara VTA Board of Directors (CM)	5	6
7	8 4:30 PM -Economic Development and Trade Commission (CM)	9	10 12:00 PM -Santa Clara Valley Water District - Water Commission (CM) 7:00 PM -Silicon Valley Clean Energy Board of Directors (EC) (Cupertino) 7:00 PM -Planning Commission	11 4:00 PM -Treatment Plant Advisory Committee (CM) (San Jose) 4:00 PM -Santa Clara VTA Policy Advisory Committee (EC) 5:30 PM -Cities Assoc of SCC Legislative Action Committee (CM) 6:00 PM -Youth Advisory Commission (HL) 7:00 PM -Cities Assoc of SCC (CM)	12	13
14	15 7:00 PM -Science, Technology, and Innovation Commission (GB)	16 5:00 PM -Closed Session 7:00 PM -City Council	17 6:00 PM -Energy and Environmental Sustainability Commission (EC)	18 10:00 AM -VTA Congestion Management Program & Planning Committee (CM) 10:30 AM -South Bay Odor Stakeholders Group Meeting (CM) 3:00 PM -Cities Assoc of SCC Recycling and Waste Reduction Commission (CM)	19 9:00 AM -VTA Board of Directors Workshop (CM)	20 10:00 AM-12:00 PM -Earth Day (Calle Oriente Mini Park)
21	22 6:00 PM - Milpitas Zoning Advisory Group Meeting #4	23 1:30 PM -Senior Advisory Commission (CM)	24 7:00 PM -Planning Commission	25 12:00 PM -SCC Library JPA Board of Directors Meeting (CM) 6:00-8:00 PM - Commissioners' Recognition Celebration (Community Center Auditorium)	26	27
28	29	30				



REGULAR MEETING OF THE MILPITAS CITY COUNCIL

MINUTES

TUESDAY, MARCH 5, 2024

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, Housing Authority, and Successor Agency on March 5, 2024, 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 7:03 PM. Roll Call was taken by City Clerk Guzzetta.

PRESENT: Mayor Montano, Vice Mayor Chua, Councilmember Barbadillo, Councilmember Lien,
Councilmember Phan

ABSENT: None

PLEDGE OF ALLEGIANCE

Mayor Montano led the pledge of allegiance.

INVOCATION

Councilmember Phan presented the invocation.

PRESENTATIONS

Mayor Montano, joined by the City Council, presented a proclamation in recognition of Youth Art Month. Sofia Fojas from Santa Clara County Office of Education accepted the proclamation and offered remarks.

Mayor Montano presented a proclamation in recognition of National Women's Heritage Month. In recognition of their service to the community and Women's History Month, she also presented certificates to MariCris Benitez, Karina Dominguez, Maria Elena Acevedo Enriquez, Mila Garcia, Juliette Gomez, Marsha Grilli, Allyson McDonald, Jinky Peralta, Ha Phan, and Nancy Weinstein.

PUBLIC FORUM

There were the following public speakers:

1. Wayne Lee

ANNOUNCEMENT OF CONFLICT OF INTEREST AND CAMPAIGN CONTRIBUTIONS

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

READING OF THE CITY COUNCIL CODE OF CONDUCT

Vice Mayor Chua read the City Council Code of Conduct.

APPROVAL OF AGENDA

After discussion, motion: to approve the agenda.

Motion/Second: Vice Mayor Chua/Councilmember Barbadillo

Motion carried by the following:

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

NOES: None

CONSENT CALENDAR

There were the following public speakers:

1. Charles Schletzbaum

After discussion, motion: to approve the consent calendar

Motion/Second: Vice Mayor Chua/Councilmember Lien

Motion carried by the following:

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

NOES: None

1. Receive City Council Calendar of Meetings for March 2024 (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)

Received City Council Calendar of Meetings for March 2024.

2. Approve City Council City Council Meeting Minutes of February 20 and 22, 2024 (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)

Approved City Council Meeting minutes of February 20 and 22, 2024.

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

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

5. Adopt 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 (Staff Contact: Michael Mutalipassi, City Attorney, 408-586-3040)

Waived the second reading and adopted **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.

6. **Adopt a Resolution Approving Memorandum of Understanding between the City of Milpitas and Milpitas Employees Association (MEA) Covering the Period of July 1, 2023 through June 30, 2025 (Staff Contact: Kelli Parmley, Human Resources Director, 408-586-3086)**

Adopted **Resolution No. 9303** approving Memorandum of Understanding between the City of Milpitas and Milpitas Employees Association (MEA) covering the period of July 1, 2023 through June 30, 2025.

7. **Adopt a Resolution Initiating Proceedings for the Annual Levy and Collection of Assessments and Ordering the Preparation of the Annual Engineer's Report for Landscaping and Lighting Maintenance Assessment District No. 95-1 (McCarthy Ranch) (Staff Contact: Roberto Alonzo, Public Works Division Manager - Engineering, 408-586-3316)**

Adopted **Resolution No. 9304** initiating proceedings for the annual levy and collection of assessments and ordering the preparation of the Annual Engineer's Report for Landscaping and Lighting Maintenance Assessment District No. 95-1 (McCarthy Ranch).

8. **Adopt a Resolution Initiating Proceedings for the Annual Levy and Collection of Assessments and Ordering the Preparation of the Annual Engineer's Report for Landscaping and Lighting Maintenance Assessment District No. 98-1 (Sinclair Horizon) (Staff Contact: Roberto Alonzo, Public Works Division Manager - Engineering, 408-586-3316)**

Adopted **Resolution No. 9305** initiating proceedings for the annual levy and collection of assessments and ordering the preparation of the Annual Engineer's Report for Landscaping and Lighting Maintenance Assessment District No. 98-1 (Sinclair Horizon).

9. **Award IFB 24-056 and Authorize the City Manager to Execute the Purchase Order with Econolite Control Products, Inc. in the amount of \$100,017.01 for the Purchase of Traffic Detection Controllers, Cabinets, and Battery Backup Systems (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602)**

Awarded IFB 24-056 and authorized the City Manager to execute the purchase order with Econolite Control Products, Inc. in the amount of \$100,017.01 for the purchase of traffic detection controllers, cabinets, and battery backup systems.

10. **Receive an Update on Storm Drain System Emergency Repairs and Improvements at Evans Road and Piedmont Creek 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 storm drain system emergency repairs and improvements at Evans Road and Piedmont Creek; and (2) Determined by a four-fifths vote that the condition continues to constitute an emergency.

11. **Adopt a Resolution to Approve Project Plans & Specifications; Reject a Bid Protest from Galaxy Construction Services, Inc., and Award Construction Contract to A&B Mechanical Inc, for Alviso Adobe House HVAC System, Project No. 5055 (Staff Contact: Michael Silveira, Public Works Division Manager - Engineering, 408-586-3303)**

Adopted **Resolution No. 9306** to approve project plans & specifications; rejected a bid protest from Galaxy Construction Services, Inc.; awarded the construction contract to the lowest responsible bidder submitting a responsive bid, A&B Mechanical, Inc., in the amount of \$127,900.00; authorized the City Manager to execute the construction contract with A&B Mechanical, Inc.; and authorized the Public Works Director to negotiate and execute contract change order(s) in an aggregate amount not to exceed \$25,600.00 for Alviso Adobe House HVAC System, Project No. 5055.

PUBLIC HEARINGS

12. 2024 Weed Abatement Public Hearing and Resolution Adoption to Abate the Weeds (Staff Contact: Arthur Belton, Deputy Fire Chief/Fire Marshal, 408-586-3384)

Deputy Fire Chief/Fire Marshal Belton presented the report.

Mayor Montano opened the public hearing.

There were the following public speakers:

1. Property owner of 1459 Canton Drive

Mayor Montano closed the public hearing.

Santa Clara County Weed Abatement Manager Mo Kumre and Deputy Fire Chief/Fire Marshal Belton were available to respond to questions from the City Council.

Councilmember Barbadillo questioned the process by which properties can be removed from the program. Santa Clara County Weed Abatement Manager Mo Kumre explained that to be removed from the program, the property owner needs to demonstrate three consecutive years of compliance or that the City Council can make a finding of extenuating circumstances. After questioning the property owner on the circumstances, Councilmember Barbadillo made a motion: to make a finding of extenuating circumstances for the property at 1459 Canton Drive with the condition that the property owner work with staff to address the violation. Councilmember Phan seconded the motion.

City Attorney clarified that the motion should be to move the item as recommended by staff while removing 1459 Canton Avenue from the list due to extenuating circumstances. Councilmembers Barbadillo and Phan accepted the amendment to the motion.

After discussion, motion: to adopt **Resolution No. 9307** directing the County of Santa Clara Consumer and Environmental Protection Agency - Weed Abatement Program to abate the nuisance, keep an account of the cost, and embody such account in a report and assessment list to the City Council in accordance with the Milpitas Municipal Code, removing 1459 Canton Avenue from the list due to extenuating circumstances.

Motion/Second: Councilmember Barbadillo/Councilmember Phan

Motion carried by the following:

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

NOES: None

ANNOUNCEMENTS AND FUTURE AGENDA ITEMS

Vice Mayor Chua made the following requests:

1. City Manager and City Attorney to explore implementing AB 1033 for allowing ADUs to have separate title from main house.
2. Consider a Commissioner Arts Month exhibit in April for showcasing talents of commissioners

Both items received unanimous consensus to move forward. Vice Mayor Chua also presented art from a recent art contest at the Stratford School.

Councilmember Phan thanked the Milpitas Fire Department for their service and requested to recognize March as National Endometriosis Month. There was unanimous consensus in support.

Councilmember Lien spoke in recognition of the women at City Hall and the services they provide.

ADJOURNMENT

Mayor Montano adjourned the meeting at 7:47 PM.

Draft meeting minutes submitted by City Clerk, Suzanne Guzzetta

TENTATIVE CITY COUNCIL AGENDA ITEM LIST

as of 3/15/2024

April 2, 2024 – Regular Meeting

CLOSED SESSION

- Labor Relations
- Joint Closed Session - RWF

INVOCATION (Mayor Montano)

PRESENTATION

- Black April (Proclamation)
- Fair Housing Month (Proclamation)

CONSENT CALENDAR

1. Receive City Council calendar for April 2024 (City Clerk)
2. Approve City Council Meeting minutes of March 19, 2024 (City Clerk)
3. Preview list of items for April 16, 2024 (City Clerk)
4. Councilmember Request List (City Clerk)
5. Commercial Property Management Services for 1432-1488 Main Street (Parcels 1-3) (Economic Development)
6. 500 Vista Springs Court New Hillside Home (Planning)
7. Storm Drain System Emergency Repairs and Improvements (Public Works)
8. 2023 Street Resurfacing (Public Works / Engineering)
9. 2024 Street Resurfacing Project (Public Works / Engineering)
10. 1992 Tarob Court Revised O&M Agreement (Public Works / Engineering)
11. CIP 3501 ARPA Parks Contract Award (Public Works / Engineering)

PUBLIC HEARINGS

12. Street Vacation: 1752 Houret Ct (City Ventures) (Public Works / Engineering)

LEADERSHIP AND SUPPORT SERVICES

13. Solicitation Ordinance (City Attorney)

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS**

OPEN ITEMS				
Request No.	Topic	Submitted by:	Date Requested	STATUS and/or DATE scheduled on City Council meeting agenda:
1	Explore options for revisions to ADU ordinance	Chua	3/5/2024	An update will be included in the next City Council prioritization discussion
2	Explore an Arts Month Event where commissioners can exhibit their Art	Chua	3/5/2024	An update will be included in the next City Council prioritization discussion

ACTIVE ITEMS				
Request No.	Topic	Submitted by:	Date Requested	STATUS and/or DATE scheduled on City Council meeting agenda:
3	Recognize and issue a proclamation declaring March as National Endometriosis Month.	Phan	3/5/2024	The proclamation appears on the March 19, 2024 City Council agenda.
4	Request that the Arts Commission explore alternatives for future of statue in front of City Hall	Phan	1/30/2024	An update was included in the February 20th Council prioritization rept.
5	Update the Commissioner Handbook to include an option for outgoing commissioners to make presentations to other commissions	Chua	1/23/2024	An update was included in the February 20th Council prioritization rept.
6	Workshop for retailers focusing on best practices and safety with plans for quarterly sessions	Chua	1/23/2024	An update was included in the February 20th Council prioritization rept.
7	Explore possibility of naming the County library on Main Street	Phan	1/23/2024	An update was included in the February 20th Council prioritization rept.
8	Consideration of the 20% Low Income Below Market Rate Housing	Montano	12/5/2023	This item was approved to move forward as part of the February 20th Council prioritization
9	Bring back Bingo and the Tour at the Senior Center	Chua	11/7/2023	An update was included in the February 20th Council prioritization rept.
10	Referral for utility infrastructure cost on Main Street from Carlo to Corning Streets	Montano	10/17/2023	An update was included in the February 20th Council prioritization rept.
11	Consider a possible ordinance or policy regarding solicitations at home	Barbadillo	10/3/2023	An update was included in the February 20th Council prioritization rept.
12	Main Street International Festival	Lien	10/3/2023	An update was included in the February 20th Council prioritization rept.
13	analysis in partnership with the County to determine if it would be beneficial to have a location where	Chua	9/5/2023	An update was included in the February 20th Council prioritization rept.
14	Explore taking steps towards becoming a Charter City	Phan	9/5/2023	An update was included in the February 20th Council prioritization rept.
15	Human Resources Director to conduct a job fair specific to the job openings at City Hall	Chua	5/2/2023	An update was included in the February 20th Council prioritization rept.
16	Pickleball Pilot Project	Chua	2/28/2023	An update was included in the February 20th Council prioritization rept.
17	Main Street Infrastructure Projects	Montano	2/28/2023	An update was included in the February 20th Council prioritization rept.
18	Main Street Flooding at Library	Chua	2/28/2023	An update was included in the February 20th Council prioritization rept.
19	Satellite Consulate Office	Montano	2/28/2023	An update was included in the February 20th Council prioritization rept.
20	Have the City look into the possibility of a Citywide Senior Discount	Barbadillo	2/7/2023	An update was included in the February 20th Council prioritization rept.
21	standalone teen center or updating information to indicate the Senior Center also functions as a Teen	Chua	9/20/2022	An update was included in the February 20th Council prioritization rept.
22	Discuss converting vacant lot that was a basketball court into a community garden at Vasona and Adobe	Montano	8/16/2022	An update was included in the February 20th Council prioritization rept.
23	City Manager look into implementing a workshop for small businesses on the bidding process for projects in the city	Chua	8/9/2022	An update was included in the February 20th Council prioritization rept.

NOTE: Deferred and Completed Items are not listed

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS**

ACTIVE ITEMS				
Request No.	Topic	Submitted by:	Date Requested	STATUS and/or DATE scheduled on City Council meeting agenda:
24	Quarterly or Monthly crime statistics on Homekey Project	Chua	6/7/2022	An update was included in the February 20th Council prioritization rept.
25	Memorial Plaque in honor of youth skateboarder that passed away	Montano	6/7/2022	An update was included in the February 20th Council prioritization rept.
26	Evaluate reopening the childcare center with a non-profit organization running the center	Montano	2/1/2022	An update was included in the February 20th Council prioritization rept.
27	Staff to look into mural Art on Great Mall Parkway on the VTA owned Light rail pillars	Montano	11/16/2021	An update was included in the February 20th Council prioritization rept.
28	Have a picture of Albert Vogel Sr. put up in the Senior Center	Montano	10/19/2021	An update was included in the February 20th Council prioritization rept.
29	Include a bust of Maria Lemire on the Mural in front of the Senior Center	Montano	8/17/2021	An update was included in the February 20th Council prioritization rept.
30	Consider Community Museum and Park on Main St.	Phan	8/20/2019	to Rules Subcommittee 8/23/2019. Moved to Specific Plan Community Conversation events.

NOTE: Deferred and Completed Items are not listed



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Consider Recommendations from Mayor Montano for Appointments to City Commissions (Contact: Mayor Montano, 408-586-3024)
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	3/19/2024
	<u>Recommendation:</u> Receive Mayor Montano's recommendations and confirm appointments to City Commissions.

Background:

The City of Milpitas has 13 Commissions (including the Measure F Oversight Committee), with members appointed by the Mayor and confirmed by the City Council. The Commissions advise the Milpitas elected officials on a variety of community interest and policy areas. Commissioner appointments and removals are governed by various sections of the California Government Code, Milpitas Municipal Code, and the adopted Milpitas Commissioner Handbook and By-Laws.

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

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

Analysis:

Appointments and removals are as follows:

Senior Advisory Commission:

1. Appoint Barbara Jo Navarro to a full voting seat with an unexpired term ending December 2024.

The City Clerk's office has reviewed and confirmed all recommended Commissioner appointments.

Fiscal Impact:

There is no fiscal impact associated with this item.

CEQA:

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

Recommendation:

Receive Mayor Montano's recommendations and confirm appointments to City Commissions.

Attachments:

None.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve the Proposed Edits to the Commissioner Handbook (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	3/19/2024
Recommendation:	Approve the proposed edits to the Commissioner Handbook.

Background:

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

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

Analysis:

This staff report recommends revisions to the Commissioner Handbook as outlined below.

Reappointments

Language revised to clarify the reappointment process.

Resignations

The requirement for the City Council to accept resignations has been eliminated to expedite the posting of commission vacancies. Instead, resignations will now be reported to the City Council as part of the Bi-weekly City Manager's report.

Outgoing Commissioner Presentations

At the City Council meeting on January 23, 2024, Vice Mayor Chua proposed an update to the Commissioner Handbook to include an option allowing outgoing commissioners to deliver presentations to other City Commissions.

California Environmental Quality Act:

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

Fiscal Impact:

None.

Recommendation:

Approve the proposed edits to the Commissioner Handbook.

Attachments:

- (a) Revised Commissioner Handbook - Redline
- (b) Revised Commissioner Handbook - Clean



CITY OF MILPITAS
COMMISSIONERS HANDBOOK
20243

--	--	--

Adopted by Milpitas City Council on:

August 21, 2018

Revisions Approved by Milpitas City Council on:

January 19, 2021

April 5, 2022

August 19, 2022

June 20, 2023

--	--	--

--	--	--

Welcome to City of Milpitas

Service as a Volunteer Commissioner



CITY OF MILPITAS

OFFICE OF MAYOR CARMEN MONTANO

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

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

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

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

Sincerely,

Carmen Montano
 Mayor

--	--	--

INDEX

I.	Introduction and Overview	4
II.	Commission Roles	5
III.	Joining and Leaving a Commission	6
IV.	Commission Participation	7
V.	Celebration and Fundraising	9
VI.	Ethics and Expected Standards of Performance	10
VII.	California’s Ralph M. Brown Act	11
VIII.	City of Milpitas Open Government Ordinance	12
IX.	Parliamentary Procedure at Meetings	13
X.	Resources and Conflict of Interest Guidelines	14
XI.	Appendices	15

--	--	--

Introduction and Overview

CITY OVERVIEW

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

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

CURRENT CITY COMMISSIONS AND COMMITTEES

As of the publication of this manual, the following are 12 City of Milpitas Commissions and 1 Committee for which residents may volunteer to serve by Mayoral appointment:

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

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

--	--	--

AD HOC TASK FORCES

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

Commission Roles

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

Alternate Members serve only in the absence of a voting member. When a voting Commissioner is absent from a Commission meeting, alternates will be seated at the table or dais to participate in a voting role at the start of the meeting. If a regular voting Commissioner arrives subsequently, that person shall not participate as a voting member and the Alternate Commissioner will continue to serve as a voting member. Otherwise, Alternate members do not deliberate or vote when all regular members are present at the Commission meeting.

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

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

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

--	--	--

Each Commission, except for the Planning Commission, will be assigned a **City Council Liaison**. City Council liaisons are non-voting participants, acting in a capacity reflecting the majority opinion of the City Council, which is defined by current or past official City Council action via City Council vote or consensus. The City Council liaison will endeavor to attend all Commission meetings of those bodies to which they are assigned.

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

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

Joining and Leaving a Commission

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

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

APPLICATION & APPOINTMENT

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

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

--	--	--

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

RE-APPOINTMENT

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

RESIGNATION

~~If a~~ Commissioner ~~s~~ is no longer available ~~or able~~ to serve, ~~or that no longer meet the requirements to serve, they~~ must submit ~~a~~ their resignation in writing by sending a written communication to the City Clerk and the Mayor pursuant to City Council Resolution No. 7702. ~~The written resignation must then be accepted by City Council via action on consent calendar at a regular meeting. The City Council will be notified of resignations in the bi-weekly City Manager's Report to the City Council.~~

~~By state law~~ California Government Code §54974 requires that, a Notice of Unscheduled Vacancy ~~must~~ then be posted for at least ten working days ~~by the City Clerk~~ to invite new applicants for the vacant Commission seat.

TERMS OF SERVICE

The term for each Commission seat is a period of three years and the term of service is tied to the Commission seat, not the commissioner. When a new Commissioner is appointed to fill a vacancy, they are appointed to fill the remainder of the term assigned to that Commission seat. Alternate Commissioner terms will be tied to the individual appointed for the duration of their service as an alternate.

Commission Participation

BYLAWS AND ORIENTATION BY STAFF

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

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

Links to all Commission's By-laws can be found online on each Commission page:

--	--	--

<http://www.milpitas.gov/318/Commissions>

The staff liaison shall provide onboarding to newly appointed Commissioners. Extensive training is provided in particular to the Planning Commission, commensurate with those duties related to land use decision making – serving as a quasi-judicial body - per the Milpitas Municipal Code. It is the commissioner’s responsibility to ensure staff has up-to-date contact information allowing communication via email for distribution of agendas or other important information.

A nameplate is created for each new Commissioner. Business cards up to 50 each annually may be printed by staff, in house, on City standard format for Commissioners for City business purposes only. City of Milpitas business cards with City logo may not be printed privately or by an outside party.

ANNUAL WORKPLAN

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

ANNUAL BUDGET

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

REQUIRED ATTENDANCE

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

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

POLICY FOR REMOVAL

--	--	--

Commissioners serve at the pleasure of the Mayor and City Council. Commissioners or alternates may be removed for reasons including, but not limited to, the following:

1. Failure to Adhere to Attendance Requirements
2. Harassment of Staff
3. Racist/Sexist Remarks Towards the Public or Other Commissioners
4. Misrepresentation
5. Failure to Meet the Requirements to Serve on a Commission
6. Failure to Adhere to the Ethical Standards Expected of a Commissioner.

PARTICIPATION

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

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

CELEBRATION

The Mayor and City Council appreciate the service of each and every Commissioner. As a way to express their appreciation, once each year in the spring, the City Council hosts an event to honor current Commissioners for their service. The Mayor and City Council will allocate funding for the recognition event during the annual budget process.

FUNDRAISING

Certain Commission work plans call for fundraising efforts. Those funds may then be utilized for events, contributions to non-profits, or for other City services. Money raised on behalf of the City of Milpitas will be held by the City as part of and in accordance with best practices of the city's Finance Department. Disbursement of those funds will require City Council approval. City staff will work with Commissions to ensure proper accounting procedures and practices are followed to reflect compliance with City and state regulations.

OUTGOING COMMISSIONER PRESENTATIONS

Outgoing commissioners are encouraged to consider sharing their knowledge on lessons learned as a City of Milpitas Commissioner by [preparing and making a 15-minute presenting to another City Commission with overlapping subject matters.](#)

--	--	--

--	--	--

Ethics and Expected Standards of Performance

City Commissioners are representatives of the City while serving in their role as volunteer Commissioners, both while in attendance at meetings and while present at City functions as a Commissioner. All Commissioners and Alternate Members shall behave ethically at all times in compliance with the City of Milpitas Anti-Discrimination, Harassment, and Retaliation Policy and Standard Operating Procedure 16-1 “Code of Conduct for Public Officials” (see Appendix B and C). The code requires dedicated service, equal treatment, understanding of potential for and avoiding conflicts of interest, and refraining from participating in political activity while representing the Commission.

Here are links to ethics training courses available:

Fair Political Practices Commission:

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

Institute for Local Government:

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

--	--	--

California's Ralph M. Brown Act

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

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

Agendas for all meetings must be posted in advance of the meeting at the location of the meeting site and freely accessible to members of the public. In addition, agendas and minutes must also be posted to the City of Milpitas website. For meetings conducted at Milpitas City Hall, those agendas are posted on the outside noticing board for this purpose at the northwest entry to the building.

Regular Meeting agendas must be posted at least 72 hours before the meeting. Regular meeting dates and times are established in the bylaws or bylaws addendums of those bodies.

Special Meetings are any meeting scheduled outside of the regularly established meeting date and time. The agenda for a special meeting must be posted at least 24 hours in advance.

Meetings that are improperly noticed will be cancelled.

"Serial" meetings, where one Commissioner contacts another, who then contacts another Commissioner by phone, e-mail or in person, to discuss commission business and develop a majority consensus are explicitly prohibited by the Brown Act. All business of the Commission must be detailed on an agenda, posted in advance, and discussed at a duly noticed, public meeting held in an accessible location. Therefore, care must be taken to ensure that if a quorum (half of the members + 1) is gathered at a public or private place, no public business may be discussed. For this purpose, e-mail communications between Commissioners should be avoided including the use of "Reply All" to any staff notices sent via e-mail to the entire Commission. When corresponding with Commissioners, staff should ensure that communications with all Commissioners are conducted via BCC.

--	--	--

City of Milpitas Open Government Ordinance

In 2005, Milpitas City Council adopted the Open Government Ordinance and amended it in 2009. This is the local version of the City's "Sunshine Law" and ensures that all public business of the city government is conducted in public. It enhances Brown Act requirements. This law is available to read and review in the City's published Milpitas Municipal Code online, as Title I Chapter 310 found here: https://library.municode.com/ca/milpitas/codes/code_of_ordinances?nodeId=TITIA_D_CH310OPGOOR .

--	--	--

Parliamentary Procedure at Meetings

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

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

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

Motions are not needed to open and close a public hearing, or to adjourn (end) the meeting. Some training resources are listed on the next page of this handbook.

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



--	--	--

Resources Available for Commissioners

City of Milpitas web page for Commissions:

<http://www.milpitas.gov/318/Commissions>

League of California Cities <http://www.cacities.org>
(Ethics, Brown Act and other training available online)

Fair Political Practices Commission <http://www.fppc.ca.gov>
(Training available on YouTube regarding Forms)

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

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

Rosenberg's Rules of Order
<https://www.cacities.org/UploadedFiles/LeagueInternet/77/77d4ee2b-c0bc-4ec2-881b-42ccdbbe73c9.pdf>

Conflict of Interest Guidelines

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

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

Commissions required to file Form 700:

Arts Commission

Community Advisory Commission

Economic Development & Trade Commission

Energy & Environmental Sustainability Commission

Parks, Recreation and Cultural Resources Commission

Planning Commission

Science, Technology & Innovation Commission

--	--	--

APPENDICES

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

--	--	--

APPENDIX A

Standardized Commission Bylaws

CITY OF MILPITAS

COMMISSION BY-LAWS

Section 1. Purpose

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

Section 2. Membership

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

Section 3. Term of Office & Removal

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

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

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

--	--	--

Section 4. Vacancies

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

Section 5. Officers

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

Section 6. Meetings

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

Section 7. Quorum

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

Section 8. Voting and Seating of Alternates

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

Section 9. Duties of Commission to be Advisory Only

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

Section 10. Subcommittees

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

--	--	--

Section 11. Assistance of Staff

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

Section 12. Amendments

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

--	--	--

APPENDIX B

Anti-Discrimination, Harassment, and Retaliation Policy

Available at: <http://www.milpitas.gov/DocumentCenter/View/123>

--	--	--

APPENDIX C

CITY OF MILPITAS, CALIFORNIA

STANDARD OPERATING PROCEDURE 16-1

Effective: 03-02-1970

Revised: 03-17-1976

06-02-2004

SUBJECT: CODE OF CONDUCT FOR PUBLIC OFFICIALS

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

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

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

Public officials and employees should not exceed their authority or breach law or ask others to do so and they should work in full cooperation with other public officials and employees unless prohibited from doing so by law or by officially recognized confidentiality of their work.
3. Fair and Equal Treatment.
 - a. **Unilateral Communications.** No public official or employee should encourage, make, or accept any application or communication from any

--	--	--

party made out of the presence and without the knowledge of other parties in a matter under consideration when such application or communication is designed to influence an official decision or the conduct of the official or other officials, employees, or agencies in order to obtain favored treatment or special consideration to advance the personal or private interests of himself/herself or others.

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

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

4. Conflict of Interest.

- a. No public official or employee, whether paid or unpaid, shall engage in any business or transaction or shall have a financial interest or other personal interest, direct or indirect, which is incompatible with the proper discharge of his/her official duties in the public interest or would tend to impair his/her independence of judgment or action in the performance of said official duties. Personal, as distinguished from financial interests, includes an interest arising from blood or marriage relationships, personal friendships, fraternal relationships or close business or political associations.

- b. Specific conflicts of interests are enumerated below for the guidance of officials. This list is merely illustrative and not exclusive:

- (1) Incompatible Employment. No public official or employee shall engage in or accept private employment or render services from private interests when such employment or services is incompatible with the proper discharge of his/her official duties or would tend to impair his/her independence of judgment or action in the performance of said official duties. In the event a public official or employee should possess a financial or personal interest in any business or transaction, any presumption of conflict of interest in his/her public duties shall be removed by disclosure of

--	--	--

the nature and extent of such investment to the proper authority for the records of said authority.

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

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

- (4) Representing Private Interests Before City Agencies or Courts. No public official or employee whose salary is paid in whole or in part by the City shall appear in behalf of private interests before any agency of the City; nor shall they represent private interests in any action or proceeding against the interest of the City or in any litigation to which the City is a party.
- (5) Contracts with the City. The public has a right to assume that City employees are given no special advantages by virtue of their employment. Whether or not any special advantage exists, an

--	--	--

employee's private involvement in any item bought or sold by the City is subject to criticism and misunderstanding and should be avoided. In accordance with Section 1090 of the Government Code, City officers and employees are prohibited from bidding on or buying any items offered for sale by the City. This prohibition includes:

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

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

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

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

5. Political Activity.

--	--	--

In accordance with Title VI, Chapter 101, Section 18, of the City Ordinance Code, no public official or employee shall during hours of work or when dressed in a uniform required in any department of the City or when wearing any City insignia required or permitted in any department of the City or while identifying themselves as an officer or employee of the City of Milpitas, participate in any City, District, County, State, Federal, or other political activity or participate in any nomination, campaign or election.

This does not prevent any officer or employee from:

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

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

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

16-1/SOP/6-04

APPENDIX D

FPPC Form 700 Statement of Economic Interests

CALIFORNIA FORM 700 FAIR POLITICAL PRACTICES COMMISSION	STATEMENT OF ECONOMIC INTERESTS COVER PAGE <i>A PUBLIC DOCUMENT</i>	Date Initial Filing Received _____ Official Use Only
---	---	--

Please type or print in ink.

NAME OF FILER (LAST)	(FIRST)	(MIDDLE)

1. Office, Agency, or Court

Agency Name *(Do not use acronyms)* _____

Division, Board, Department, District, if applicable _____ Your Position _____

► If filing for multiple positions, list below or on an attachment. *(Do not use acronyms)*

Agency: _____ Position: _____

2. Jurisdiction of Office *(Check at least one box)*

☐ State	☐ Judge or Court Commissioner (Statewide Jurisdiction)
☐ Multi-County _____	☐ County of _____
☐ City of _____	☐ Other _____

3. Type of Statement *(Check at least one box)*

☐ Annual: The period covered is January 1, 2018, through December 31, 2018. -or- The period covered is ____/____/____, through December 31, 2018. ☐ Assuming Office: Date assumed ____/____/____ ☐ Candidate: Date of Election ____ and office sought, if different than Part 1: _____	☐ Leaving Office: Date Left ____/____/____ <i>(Check one circle.)</i> ☐ The period covered is January 1, 2018, through the date of leaving office. -or- ☐ The period covered is ____/____/____, through the date of leaving office.
--	---

4. Schedule Summary (must complete) ► *Total number of pages including this cover page:* _____

Schedules attached

☐ Schedule A-1 - Investments – schedule attached	☐ Schedule C - Income, Loans, & Business Positions – schedule attached
☐ Schedule A-2 - Investments – schedule attached	☐ Schedule D - Income – Gifts – schedule attached
☐ Schedule B - Real Property – schedule attached	☐ Schedule E - Income – Gifts – Travel Payments – schedule attached

-or- ☐ **None** - No reportable interests on any schedule

5. Verification

MAILING ADDRESS	STREET	CITY	STATE	ZIP CODE
(Business or Agency Address Recommended - Public Document)				
DAYTIME TELEPHONE NUMBER		EMAIL ADDRESS		
()				

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information contained herein and in any attached schedules is true and complete. I acknowledge this is a public document.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date Signed _____ Signature _____
(month, day, year) (File the originally signed paper statement with your filing official.)

Clear Page
Print

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

APPENDIX E

RESOLUTION NO. 7702

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

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

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

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

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

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

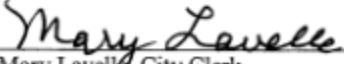
AYES: (5) Mayor Esteves, Vice Mayor Livengood, and Councilmembers Giordano, Gomez and Polanski

NOES: (0) None

ABSENT: (0) None

ABSTAIN: (0) None

ATTEST:


Mary Lavelle, City Clerk

APPROVED:


Jose S. Esteves, Mayor

APPROVED AS TO FORM:


Steven T. Mattas, City Attorney

Resolution No. 7702



CITY OF MILPITAS
COMMISSIONERS HANDBOOK
2024

Adopted by Milpitas City Council on:

August 21, 2018

Revisions Approved by Milpitas City Council on:

January 19, 2021

April 5, 2022

August 19, 2022

June 20, 2023

Welcome to City of Milpitas

Service as a Volunteer Commissioner



CITY OF MILPITAS

OFFICE OF MAYOR CARMEN MONTANO

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

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

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

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

Sincerely,

Carmen Montano
Mayor

INDEX

I.	Introduction and Overview	4
II.	Commission Roles	5
III.	Joining and Leaving a Commission	6
IV.	Commission Participation	7
V.	Celebration and Fundraising	9
VI.	Ethics and Expected Standards of Performance	10
VII.	California’s Ralph M. Brown Act	11
VIII.	City of Milpitas Open Government Ordinance	12
IX.	Parliamentary Procedure at Meetings	13
X.	Resources and Conflict of Interest Guidelines	14
XI.	Appendices	15

Introduction and Overview

CITY OVERVIEW

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

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

CURRENT CITY COMMISSIONS AND COMMITTEES

As of the publication of this manual, the following are 12 City of Milpitas Commissions and 1 Committee for which residents may volunteer to serve by Mayoral appointment:

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

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

AD HOC TASK FORCES

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

Commission Roles

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

Alternate Members serve only in the absence of a voting member. When a voting Commissioner is absent from a Commission meeting, alternates will be seated at the table or dais to participate in a voting role at the start of the meeting. If a regular voting Commissioner arrives subsequently, that person shall not participate as a voting member and the Alternate Commissioner will continue to serve as a voting member. Otherwise, Alternate members do not deliberate or vote when all regular members are present at the Commission meeting.

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

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

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

Each Commission, except for the Planning Commission, will be assigned a **City Council Liaison**. City Council liaisons are non-voting participants, acting in a capacity reflecting the majority opinion of the City Council, which is defined by current or past official City Council action via City Council vote or consensus. The City Council liaison will endeavor to attend all Commission meetings of those bodies to which they are assigned.

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

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

Joining and Leaving a Commission

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

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

APPLICATION & APPOINTMENT

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

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

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

RE-APPOINTMENT

Commissioners may seek to be re-appointed upon expiration of their current term. Re-appointment to a new term is not automatic, but rather must be recommended by the Mayor and confirmed by the City Council. To be considered for re-appointment, commissioners should submit their request in writing to the City Clerk prior to the expiration of their term. The City Clerk will transmit those requests to the Mayor.

RESIGNATION

Commissioners no longer available to serve, or that no longer meet the requirements to serve, must submit their resignation in writing by sending a written communication to the City Clerk and the Mayor pursuant to City Council Resolution No. 7702. The City Council will be notified of resignations in the bi-weekly City Manager's Report to the City Council.

California Government Code §54974 requires that a Notice of Unscheduled Vacancy then be posted for at least ten working days to invite new applicants for the vacant Commission seat.

TERMS OF SERVICE

The term for each Commission seat is a period of three years and the term of service is tied to the Commission seat, not the commissioner. When a new Commissioner is appointed to fill a vacancy, they are appointed to fill the remainder of the term assigned to that Commission seat. Alternate Commissioner terms will be tied to the individual appointed for the duration of their service as an alternate.

Commission Participation

BYLAWS AND ORIENTATION BY STAFF

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

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

Links to all Commission's By-laws can be found online on each Commission page:
<http://www.milpitas.gov/318/Commissions>

The staff liaison shall provide onboarding to newly appointed Commissioners. Extensive training is provided in particular to the Planning Commission, commensurate with those duties related to land use decision making – serving as a quasi-judicial body - per the Milpitas Municipal Code. It is the commissioner's responsibility to ensure staff has up-to-date contact information allowing communication via email for distribution of agendas or other important information.

A nameplate is created for each new Commissioner. Business cards up to 50 each annually may be printed by staff, in house, on City standard format for Commissioners for City business purposes only. City of Milpitas business cards with City logo may not be printed privately or by an outside party.

ANNUAL WORKPLAN

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

ANNUAL BUDGET

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

REQUIRED ATTENDANCE

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

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

POLICY FOR REMOVAL

Commissioners serve at the pleasure of the Mayor and City Council. Commissioners or alternates may be removed for reasons including, but not limited to, the following:

1. Failure to Adhere to Attendance Requirements
2. Harassment of Staff
3. Racist/Sexist Remarks Towards the Public or Other Commissioners
4. Misrepresentation
5. Failure to Meet the Requirements to Serve on a Commission
6. Failure to Adhere to the Ethical Standards Expected of a Commissioner.

PARTICIPATION

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

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

CELEBRATION

The Mayor and City Council appreciate the service of each and every Commissioner. As a way to express their appreciation, once each year in the spring, the City Council hosts an event to honor current Commissioners for their service. The Mayor and City Council will allocate funding for the recognition event during the annual budget process.

FUNDRAISING

Certain Commission work plans call for fundraising efforts. Those funds may then be utilized for events, contributions to non-profits, or for other City services. Money raised on behalf of the City of Milpitas will be held by the City as part of and in accordance with best practices of the city's Finance Department. Disbursement of those funds will require City Council approval. City staff will work with Commissions to ensure proper accounting procedures and practices are followed to reflect compliance with City and state regulations.

OUTGOING COMMISSIONER PRESENTATIONS

Outgoing commissioners are encouraged to consider sharing their knowledge on lessons learned as a City of Milpitas Commissioner by preparing and making a 15-minute presentation to another City Commission with overlapping subject matter.

Ethics and Expected Standards of Performance

City Commissioners are representatives of the City while serving in their role as volunteer Commissioners, both while in attendance at meetings and while present at City functions as a Commissioner. All Commissioners and Alternate Members shall behave ethically at all times in compliance with the City of Milpitas Anti-Discrimination, Harassment, and Retaliation Policy and Standard Operating Procedure 16-1 “Code of Conduct for Public Officials” (see Appendix B and C). The code requires dedicated service, equal treatment, understanding of potential for and avoiding conflicts of interest, and refraining from participating in political activity while representing the Commission.

Here are links to ethics training courses available:

Fair Political Practices Commission:

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

Institute for Local Government:

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

California's Ralph M. Brown Act

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

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

Agendas for all meetings must be posted in advance of the meeting at the location of the meeting site and freely accessible to members of the public. In addition, agendas and minutes must also be posted to the City of Milpitas website. For meetings conducted at Milpitas City Hall, those agendas are posted on the outside noticing board for this purpose at the northwest entry to the building.

Regular Meeting agendas must be posted at least 72 hours before the meeting. Regular meeting dates and times are established in the bylaws or bylaws addendums of those bodies.

Special Meetings are any meeting scheduled outside of the regularly established meeting date and time. The agenda for a special meeting must be posted at least 24 hours in advance.

Meetings that are improperly noticed will be cancelled.

"Serial" meetings, where one Commissioner contacts another, who then contacts another Commissioner by phone, e-mail or in person, to discuss commission business and develop a majority consensus are explicitly prohibited by the Brown Act. All business of the Commission must be detailed on an agenda, posted in advance, and discussed at a duly noticed, public meeting held in an accessible location. Therefore, care must be taken to ensure that if a quorum (half of the members + 1) is gathered at a public or private place, no public business may be discussed. For this purpose, e-mail communications between Commissioners should be avoided including the use of "Reply All" to any staff notices sent via e-mail to the entire Commission. When corresponding with Commissioners, staff should ensure that communications with all Commissioners are conducted via BCC.

City of Milpitas Open Government Ordinance

In 2005, Milpitas City Council adopted the Open Government Ordinance and amended it in 2009. This is the local version of the City's "Sunshine Law" and ensures that all public business of the city government is conducted in public. It enhances Brown Act requirements. This law is available to read and review in the City's published Milpitas Municipal Code online, as Title I Chapter 310 found here: https://library.municode.com/ca/milpitas/codes/code_of_ordinances?nodeId=TITIA_D_CH310OPGOOR .

Parliamentary Procedure at Meetings

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

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

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

Motions are not needed to open and close a public hearing, or to adjourn (end) the meeting. Some training resources are listed on the next page of this handbook.

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



Resources Available for Commissioners

City of Milpitas web page for Commissions:

<http://www.milpitas.gov/318/Commissions>

League of California Cities <http://www.cacities.org>

(Ethics, Brown Act and other training available online)

Fair Political Practices Commission <http://www.fppc.ca.gov>

(Training available on YouTube regarding Forms)

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

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

<http://www.rulesonline.com/>

Rosenberg's Rules of Order

<https://www.cacities.org/UploadedFiles/LeagueInternet/77/77d4ee2b-c0bc-4ec2-881b-42ccdbbe73c9.pdf>

Conflict of Interest Guidelines

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

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

Commissions required to file Form 700:

Arts Commission

Community Advisory Commission

Economic Development & Trade Commission

Energy & Environmental Sustainability Commission

Parks, Recreation and Cultural Resources Commission

Planning Commission

Science, Technology & Innovation Commission

APPENDICES

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

APPENDIX A

Standardized Commission Bylaws

CITY OF MILPITAS COMMISSION BY-LAWS

Section 1. Purpose

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

Section 2. Membership

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

Section 3. Term of Office & Removal

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

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

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

Section 4. Vacancies

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

Section 5. Officers

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

Section 6. Meetings

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

Section 7. Quorum

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

Section 8. Voting and Seating of Alternates

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

Section 9. Duties of Commission to be Advisory Only

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

Section 10. Subcommittees

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

Section 11. Assistance of Staff

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

Section 12. Amendments

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

APPENDIX B

Anti-Discrimination, Harassment, and Retaliation Policy

Available at: <http://www.milpitas.gov/DocumentCenter/View/123>

APPENDIX C

CITY OF MILPITAS, CALIFORNIA

STANDARD OPERATING PROCEDURE 16-1

Effective: 03-02-1970
Revised: 03-17-1976
06-02-2004

SUBJECT: CODE OF CONDUCT FOR PUBLIC OFFICIALS

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

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

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

Public officials and employees should not exceed their authority or breach law or ask others to do so and they should work in full cooperation with other public officials and employees unless prohibited from doing so by law or by officially recognized confidentiality of their work.
3. Fair and Equal Treatment.
 - a. Unilateral Communications. No public official or employee should encourage, make, or accept any application or communication from any

party made out of the presence and without the knowledge of other parties in a matter under consideration when such application or communication is designed to influence an official decision or the conduct of the official or other officials, employees, or agencies in order to obtain favored treatment or special consideration to advance the personal or private interests of himself/herself or others.

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

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

4. Conflict of Interest.

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

the nature and extent of such investment to the proper authority for the records of said authority.

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

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

- (4) Representing Private Interests Before City Agencies or Courts. No public official or employee whose salary is paid in whole or in part by the City shall appear in behalf of private interests before any agency of the City; nor shall they represent private interests in any action or proceeding against the interest of the City or in any litigation to which the City is a party.
- (5) Contracts with the City. The public has a right to assume that City employees are given no special advantages by virtue of their employment. Whether or not any special advantage exists, an

employee's private involvement in any item bought or sold by the City is subject to criticism and misunderstanding and should be avoided. In accordance with Section 1090 of the Government Code, City officers and employees are prohibited from bidding on or buying any items offered for sale by the City. This prohibition includes:

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

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

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

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

5. Political Activity.

In accordance with Title VI, Chapter 101, Section 18, of the City Ordinance Code, no public official or employee shall during hours of work or when dressed in a uniform required in any department of the City or when wearing any City insignia required or permitted in any department of the City or while identifying themselves as an officer or employee of the City of Milpitas, participate in any City, District, County, State, Federal, or other political activity or participate in any nomination, campaign or election.

This does not prevent any officer or employee from:

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

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

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

16-1/SOP/6-04

APPENDIX D

FPPC Form 700 Statement of Economic Interests

CALIFORNIA FORM 700
FAIR POLITICAL PRACTICES COMMISSION

STATEMENT OF ECONOMIC INTERESTS
COVER PAGE
A PUBLIC DOCUMENT

Date Initial Filing Received
Official Use Only

Please type or print in ink.

NAME OF FILER (LAST)
(FIRST)
(MIDDLE)

1. Office, Agency, or Court

Agency Name *(Do not use acronyms)*

Division, Board, Department, District, if applicable Your Position

► If filing for multiple positions, list below or on an attachment. *(Do not use acronyms)*

Agency: _____ Position: _____

2. Jurisdiction of Office *(Check at least one box)*

☐ State
☐ Multi-County _____
☐ City of _____

☐ Judge or Court Commissioner (Statewide Jurisdiction)
☐ County of _____
☐ Other _____

3. Type of Statement *(Check at least one box)*

☐ **Annual:** The period covered is January 1, 2018, through December 31, 2018.
 -or-
 The period covered is ____/____/____, through December 31, 2018.
☐ **Assuming Office:** Date assumed ____/____/____
☐ **Candidate:** Date of Election ____ and office sought, if different than Part 1: _____

☐ **Leaving Office:** Date Left ____/____/____
(Check one circle.)
☐ The period covered is January 1, 2018, through the date of leaving office.
 -or-
☐ The period covered is ____/____/____, through the date of leaving office.

4. Schedule Summary (must complete) ► **Total number of pages including this cover page:** _____

Schedules attached

☐ **Schedule A-1 - Investments** – schedule attached
☐ **Schedule A-2 - Investments** – schedule attached
☐ **Schedule B - Real Property** – schedule attached

☐ **Schedule C - Income, Loans, & Business Positions** – schedule attached
☐ **Schedule D - Income – Gifts** – schedule attached
☐ **Schedule E - Income – Gifts – Travel Payments** – schedule attached

-or- ☐ **None - No reportable interests on any schedule**

5. Verification

MAILING ADDRESS
STREET
CITY
STATE
ZIP CODE

(Business or Agency Address Recommended - Public Document)

DAYTIME TELEPHONE NUMBER
EMAIL ADDRESS

()

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information contained herein and in any attached schedules is true and complete. I acknowledge this is a public document.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date Signed _____
(month, day, year)

Signature _____
(File the originally signed paper statement with your filing official.)

Clear Page

Print

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

APPENDIX E

RESOLUTION NO. 7702

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

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

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

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

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

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

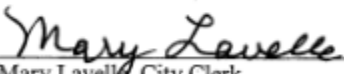
AYES: (5) Mayor Esteves, Vice Mayor Livengood, and Councilmembers Giordano, Gomez and Polanski

NOES: (0) None

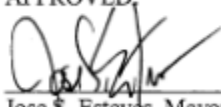
ABSENT: (0) None

ABSTAIN: (0) None

ATTEST:


Mary Lavelle, City Clerk

APPROVED:


Jose S. Esteves, Mayor

APPROVED AS TO FORM:


Steven T. Mattas, City Attorney

Resolution No. 7702



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Designation of Community Development Block Grant Program Certifying Officer for the National Environmental Policy Act (Staff Contact: Alex Andrade, Director of Economic Development, 408-586-3046; and Robert Musallam, Housing Division Manager, 408-586-3275)
Category:	Consent Calendar-Community Development
Meeting Date:	3/19/2024
Recommendation:	Adopt a resolution designating the City Manager as the “Certifying Officer” as defined in 24 CFR Part 58 for the Housing Division of the City of Milpitas for purposes of compliance with the National Environmental Policy Act under the Community Development Block Grant Program.

BACKGROUND:

The U.S. Department of Housing and Urban Development (HUD) provides the City of Milpitas with an annual entitlement grant through the Community Development Block Grant (CDBG) program to provide resources to the most vulnerable low- and moderate-income Milpitas communities.

Grantees who receive CDBG funds are considered responsible entities and must complete an environmental review of all HUD-assisted projects prior to obligating CDBG funds. The purpose of the environmental review process is to analyze the effect a proposed project will have on the people and the natural environment within a designated project area and the effect the material and social environment may have on a project. The HUD rules and regulations that govern the environmental review process can be found in [24 CFR Part 58](#).

ANALYSIS:

To comply with program guidelines, HUD requires recipients of these federal funds to assume responsibility for conducting environmental reviews for projects and programs per the National Environmental Policy Act (NEPA). In assuming HUD’s responsibilities under NEPA, HUD requires each jurisdiction to designate an individual to carry out the responsibilities of “certifying officer” as defined in [24 CFR Part 58](#).

The City Manager serves as the chief executive official and has the authority to assume legal responsibility for certifying that all environmental requirements have been followed. This function may not be assumed by administering agencies or consultants. The Certifying Officer will evaluate all CDBG projects initially reviewed by the Housing Division for any environmental impacts. In addition, the Certifying Officer is responsible for the final environmental review sign-off on behalf of the City of Milpitas.

FISCAL IMPACT:

At this time, there is no fiscal impact associated with this item to designate a Certifying Officer for the National Environmental Policy Act.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The actions being considered have no potential to cause a significant effect on the environment and are exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3). Further, this action does not meet the definition of a project under CEQA Guideline 15378 as it is a government fiscal activity that does not commit to any project that would result in a potentially significant impact on the environment.

RECOMMENDATION:

Adopt a resolution designating the City Manager as the “Certifying Officer” as defined in 24 CFR Part 58 for the Housing Division of the City of Milpitas for purposes of compliance with the National Environmental Policy Act under the Community Development Block Grant Program.

Attachment(s):

- (a) NEPA Certifying Officer Resolution
- (b) Delegation of NEPA Certifying Officer Letter

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN DOCUMENTATION REQUIRED FOR ENVIRONMENTAL REVIEWS ASSOCIATED WITH PROJECTS FUNDED BY COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

WHEREAS, the United States Department of Housing and Urban Development and the United States Environmental Protection Agency impose upon the City of Milpitas an obligation to comply with certain signatory and reporting requirements for environmental reviews associated with projects funded by Community Development Block Grant Funds; and

WHEREAS, in order to fulfill its obligations under 24 CFR Part 58, the City as a “Responsible Entity” must designate a “Certifying Officer” to certify compliance with the National Environmental Policy Act and other relevant federal laws; and

WHEREAS, in order to administer federal Community Development Block Grant Funds, the City must certify to HUD that the City Manager, or his/her designee in his/her official capacity, consents to accept the jurisdiction of the federal courts if an action is brought to enforce responsibilities in relation to environmental reviews, decision making, and action and that these responsibilities have been satisfied; and

WHEREAS, the legal effect of the certification is that upon its approval, the City of Milpitas may use the Community Development Block Grant funds, and HUD will have satisfied its responsibilities under the National Environmental Policy Act of 1969 and other environmental responsibilities listed in 24 CFR Parts 50 and 58; and

NOW, THEREFORE, BE IT RESOLVED that for any potential CDBG-funded project where the project is: 1) exempt by definition pursuant to 24 CFR § 58.34, 2) categorically excluded and not subject to 24 CFR Part 58, or 3) categorically excluded and subject to review with 24 CFR §58.5 but no compliance/consultation with regulatory authorities is required, the City designates the City Manager of Milpitas as the Certifying Officer. As the Certifying Officer, City Manager may do all acts necessary to approve the submission of the environmental review documents to the federal government and certify compliance in accordance with this resolution; and

BE IT FURTHER RESOLVED that for any potential CDBG-funded project where either: 1) the project is categorically excluded and subject to review with 24 CFR § 58.5 and compliance/consultation is required or 2) the project requires an environmental assessment and/or environmental impact statement, the City designates the City Manager, the City Manager may do all acts necessary to approve the submission of the environmental review documents to the federal government and certify compliance in accordance with this resolution; and

BE IT FURTHER RESOLVED that for any project where an environmental review was submitted to the federal government prior to March 19, 2024, and where any potentially CDBG- funded project was: 1) exempt by definition pursuant to 24 CFR § 58.34, 2) categorically excluded and not subject to 24 CFR § 58.5, or 3) categorically excluded and subject to review with 24 CFR §58.5 but no compliance/consultation with regulatory authorities was required, the City ratifies all actions, signatory approvals, and certifications by employees of the City that were necessary to complete those environmental reviews submitted to the federal government. The City designates any such employee as

a Certifying Officer for the City of Milpitas for the projects acted upon and certified by the employee prior to March 19, 2024.

PASSED AND ADOPTED this ____ day of ____ 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Suzanne Guzzetta, City Clerk

Carmen Montano, City of Milpitas Mayor

APPROVED AS TO FORM:

Michael Mutalipassi, City Attorney



City of Milpitas

408.586.3000
455 E. Calaveras Blvd.
Milpitas, CA 95035
www.milpitas.gov

Date

Sent Via Email and Mail

Alice Walkup
Director, Community Planning & Development Division
US Department of Housing and Urban Development
One Sansome Street, 12th Floor
San Francisco, CA 94104

SUBJECT: Delegation of Certifying Officer in accordance with 24 C.F.R. 58

Dear Ms. Walkup,

The City of Milpitas Housing Division is a recipient of funds from the U.S. Department of Housing and Urban Development. These funds are subject to environmental review, decision-making, and action responsibilities under the National Environmental Policy Act (NEPA) and 24 C.F.R. Part 58, "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities".

As Mayor of the City of Milpitas, I hereby delegate to the City Manager the authority to carry out the responsibilities of certifying officer as provided in 24 C.F.R. Part 58, its related Federal authorities listed in Sections 58.5 and 58.6, as well as Section 102 of NEPA and its related provisions in 40 CFR parts 1500 through 1508.

Further, as the delegated certifying officer, the City Manager is also authorized to and accepts on behalf of the City of Milpitas the jurisdiction of the federal courts for the enforcement of all these responsibilities.

The effective date of this delegation is immediate and shall run until revoked by me or by the end of my term in office. The authority delegated is not subject to sub-delegation.

Signature of Mayor

Carmen Montano
Mayor
City of Milpitas
Signed on this ___ day of Month, Year
Ned P. Thomas



City Manager
(408)586-3059
nthomas@milpitas.gov

Cc: Office of Environment and Energy



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Receive the 2023 Housing Element Annual Progress Report and Housing Successor Agency Annual Report and Authorize the Submittal of Both Reports to California Department of Housing and Community Development (HCD) and Governor's Office of Planning and Research (OPR) (Staff Contact: Alex Andrade, Economic Development Director, 408-586-3046; and Robert Musallam, Housing and Neighborhood Services Administrator, 408-586-3275)
Category:	Consent Calendar-Community Development
Meeting Date:	3/19/2024
Recommendation:	Receive the 2023 Housing Element Annual Progress Report and Housing Successor Agency Annual Report and authorize the submittal of both reports to California Department of Housing and Community Development (HCD) and Governor's Office of Planning and Research (OPR).

BACKGROUND:

Government Code Section 65400 mandates that all cities and counties provide by April 1 of each year an Annual Progress Report of the Housing Element to the legislative body, the California Department of Housing and Community Development (HCD), and the Governor's Office of Planning and Research (OPR) on the status of the City's Housing Element and housing permit activity. More specifically, the State requests a report describing the community's progress in meeting its Regional Housing Needs Allocation (RHNA) goals to maintain, improve, and develop housing through permitting and housing related programs. The City's Housing Element was certified by the State when it demonstrated that adequate sites have been identified to accommodate the City's RHNA housing growth, whereas the Annual Progress Report tracks the actual progress of permitting and constructing new housing. The reporting timeframe covers the RHNA cycle of 2013-2031.

In March 2015, a new State reporting requirement was established, which mandates that jurisdictions also submit a Housing Successor Agency Annual Report with the Annual Progress Report. The Housing Successor Agency Report details activities the Milpitas Housing Authority has undertaken over the 2022-2023 fiscal year relating to the Low and Moderate-Income Housing Asset Fund (LMIHAF). The format of the report is prepared in accordance with the forms adopted by HCD. Both reports are attached for reference.

ANALYSIS:

The information that follows provides a summary of the City's housing production for calendar year 2023. The attachments include the full report to the HDC and OPR. The entire progress report is available as attachment 1. Some of the tables in attachment 1 have been left blank because they do not apply.

Housing Element Annual Progress Report

Following recent changes in state law, this report tracks the entire development process from application through certificate of occupancy. The following table provides an overview which is followed by a breakdown for each of these development milestones. Some projects are recorded in several categories. For instance, applications for certain projects were submitted and entitled in 2023, and other projects were issued building permits and/or certificates of occupancy in 2023.

Housing Progress in 2023	
Type	Housing Units
Applications	236
Entitlements	405
Building Permits	64
Occupancy	161

Housing Applications

Attachment 1, Table A lists the housing development applications submitted to the Planning Department. In 2023, the City received applications to develop a total of 236 units. The below table summarizes this data. For full details, see Attachment 1, Table A.

Housing Applications Submitted in 2023					
Unit Type	Extremely Low / Very Low	Low	Moderate	Above Moderate	Total Units
Multifamily	0	94	22	2	118
ADU	25	23	8	2	58
Single Family	0	0	7	53	60
Two to Four Unit	0	0	0	0	0
Total	25	117	37	57	236

Housing Entitlements, Building Permits, and Occupancy

Attachment 1, Table A2 lists the projects that have completed the entitlement process, have been issued building permits, or have passed the final inspection conducted by the Building Safety and Housing Department. A few units in Table A were also entitled by the City in 2023 so they also appear on the Completed Entitlement section of Table A2.

In 2023, the City issued planning entitlements for 405 units. Fifty-eight (58) of the units are non-deed restricted additional dwelling units (ADUs). Of note, the City entitled thirty-one (31) below market rate housing units deed restricted at low-income and sixty-five (65) below market rate housing units deed restricted at moderate-income. The below table summarizes entitlement data. For full details, see Attachment 1, Table A2.

Housing Entitlements Approved in 2023					
Unit Type	Extremely Low / Very Low	Low	Moderate	Above Moderate	Total Units
Multifamily	0	31	44	0	75
ADU	27	26	3	2	58
Single Family	0	0	21	251	272
Two to Four Unit	0	0	0	0	0
Total	27	57	68	253	405

Building permits are what the State uses to measure progress toward the City's RHNA goals. In 2023, the City issued building permits for a total of 64 units. The below table summarizes building permit data. For full details, see Attachment 1, Table A2.

Housing Building Permits Issued in 2023					
Unit Type	Extremely Low / Very Low	Low	Moderate	Above Moderate	Total Units
Multifamily	0	0	0	0	0
ADU	13	4	15	0	32
Single Family	0	0	0	32	32
Two to Four Unit	0	0	0	0	0
Total	13	4	15	32	64

In 2023, the City conducted final inspection and issued occupancy for 161 housing units, 102 of which are for 355 Sango Court. For full details, see Attachment 1, Table A2.

Housing Occupancy Issued in 2023					
Unit Type	Extremely Low / Very Low	Low	Moderate	Above Moderate	Total Units
Multifamily	93	8	0	1	102
ADU	6	2	13	6	27
Single Family	0	0	0	32	32
Two to Four Unit	0	0	0	0	0
Total	99	10	13	39	161

Overall Progress on RHNA Goals

While this report tracks all steps in the development cycle, RHNA production goals are measured by building permits issued. For the 2023-2031 RHNA cycle, the total housing production goal for the City of Milpitas is 6,713 housing units. Historically, the City has far exceeded its goal for above moderate-income housing units. However, with projects subject to the Affordable Housing Ordinance now beginning to apply for building permits, the City will begin to see more units added to the low and moderate categories of this report. In 2023, the City issued building permits for 32 above moderate-income units, 15 moderate-income, 4 low-income, and 13 extremely/very low-income units.

The remaining RHNA goal is to permit 6,642 affordable units. This is summarized in the table below. For details on the City's yearly progress since 2023, see Attachment 1, Table B.

Milpitas RHNA by Income Level					
	Extremely Low / Very Low	Low	Moderate	Above Moderate	Total Units
RHNA Goals for 2023-2031	1,685	970	1,131	2,927	6,713
Building Permits 2023-2031	27	11	25	108	171
Remaining Balance of RHNA	1,658	959	1,106	2,819	6,542

Most jurisdictions throughout California have challenges meeting their RHNA goals, including those in the Bay Area. As housing production is a regional issue that transcends city boundaries and barriers, shared housing strategies can benefit all communities in the area. Toward this end, Housing and Planning staff regularly attend regional meetings and will continue to exchange best practices and lessons learned.

Housing Programs

The annual submittal also reports on the City's progress on implementing housing related policies and programs. The following highlights programs where the City made progress in 2023:

- The City anticipates the construction of over 300 new affordable units in the next few years. These will be built as stand-alone affordable housing and mixed-income housing in compliance with the City's Affordable Housing Ordinance.
- The City Council has approved the Milpitas Metro Specific Plan (formerly known as the Transit Area Specific Plan) and staff is making progress on the Gateway/Main St. Specific Plan (formerly known as the Midtown Specific Plan) with new design guidelines, densities, and land use designations. The City is also preparing Objective Design Standards for residential and mixed-use developments to establish clear and implementable design criteria which will help ensure that new projects are attractive and meet the intent of the City's General Plan Update.
- The City is implementing Housing Opportunity Zones and utilizing incentive-based zoning in its specific plan updates to provide incentives (permit streamlining, CEQA streamlining, objective design standards, and financial incentives) for affordable developers and mixed-income housing.
- The City prepared a Development Handbook and Accessory Dwelling Unit (ADU) Toolkit to clarify the City's development review process and ADU regulations. The City is also implementing an ADU

Incentive Program and Safe ADU Legalization Program to encourage residents to obtain ADU permits to ensure that new ADUs, and existing but unpermitted ADUs, meet building codes and health and safety standards. These efforts are expected to improve customer service, reduce permit processing times, and streamline ADU production.

- The City Council authorized \$950,000 in American Rescue Plan Act funding to be directed towards the City's Rent and Mortgage Relief Program. The rent relief program launched in December 2022. The program also provides mortgage relief which launched on March 6, 2023. The rent relief funding program provides assistance to Milpitas residents and families that have emergency housing needs such as rent, deposit relief, emergency hardship, eviction prevention, domestic violence relocation, child homelessness relief, and Section 8 Good Faith Deposit assistance. The mortgage relief funding provides mortgage assistance to homeowners struggling to stay current on their primary residence mortgage.
- In fiscal year 2022-23, the City awarded Project Sentinel CDBG funds for Fair Housing assistance and for COVID-19 related rent relief/reduction services through negotiations with tenants, property owners, mortgage holders, and mediators. Project Sentinel also hosted one educational workshop on fair housing laws and the local eviction moratorium.
- The City Council authorized \$1,017,554 in Permanent Local Housing Allocation funds to a Workforce Housing Rental Assistance Program (WHRAP) and a continuation of the City's homeless outreach program. WHRAP will provide up to 50 families at or below 30% of the median income with a rental subsidy for 24 months.

Housing Successor Agency Annual Report

The Housing Successor Annual Report (Attachment 2) addresses the requirements of California Health and Safety Code Section 34176.1(f) regarding the Low- and Moderate-Income Housing Asset Fund (LMIHAF). This report outlines the financial and housing covenant details of the Milpitas Housing Authority (Housing Successor) for 2022-23 (Fiscal Year). The purpose of this report is to provide the governing body of the Housing Successor an annual report on the housing assets and activities of the Housing Successor under Part 1.85, Division 24 of the California Health and Safety Code, in particular sections 34176 and 34176.1 (Dissolution Law).

This report includes discussion on the deposits, ending balance, and expenditures from the LMIHAF, as well as a description of the Housing Successor's assets. The report also discusses the Housing Successor's current projects, acquisitions of any real property since February 1, 2012, or any outstanding obligations. Finally, as required by law, three separate tests are discussed – the income test, senior housing test, and excess surplus test. The results of these tests are discussed in Attachment 2.

POLICY ALTERNATIVE(S):

Alternative: Do not accept or authorize the submittal of the Housing Element Annual Progress Report and Housing Successor Agency Annual Report to HCD and OPR.

Pros: None.

Cons: If the City does not submit the reports to HCD and OPR, the City would not be in compliance with Government Code Section 65400.

Reason not recommended: Per Government Code Section 65400, failure to submit the reports will result in a court order or judgment compelling compliance.

FISCAL IMPACT:

Receiving and submitting the Housing Element Annual Progress Report and Housing Successor Agency Annual Report to HCD and OPR will result in no fiscal impact to the City.

California Environmental Quality Act (CEQA):

The action being considered has no potential for causing a significant effect on the environment and is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3).

RECOMMENDATION:

Receive the 2023 Housing Element Annual Progress Report and Housing Successor Agency Annual Report and authorize the submittal of both reports to California Department of Housing and Community Development (HCD) and Governor's Office of Planning and Research (OPR).

Attachment(s):

- (a) Housing Element Annual Progress Report
- (b) Housing Successor Agency Annual Report

Please Start Here

General Information	
Jurisdiction Name	Milpitas
Reporting Calendar Year	2023
Contact Information	
First Name	Robert
Last Name	Musallam
Title	Housing Division Manager
Email	rmusallam@milpitas.gov
Phone	4085863275
Mailing Address	
Street Address	455 E Calaveras Blvd
City	Milpitas
Zipcode	95035

Optional: Click here to import last year's data. This is best used when the workbook is new and empty. You will be prompted to pick an old workbook to import from. Project and program data will be copied exactly how it was entered in last year's form and must be updated. If a project is no longer has any reportable activity, you may delete the project by selecting a cell in the row and typing ctrl + d.

[Click here to download APR Instructions](#)

Click here to add rows to a table. If you add too many rows, you may select a cell in the row you wish to remove and type ctrl + d.

v_2_15_24

Optional: This runs a macro which checks to ensure all required fields are filled out. The macro will create two files saved in the same directory this APR file is saved in. One file will be a copy of the APR with highlighted cells which require information. The other file will be list of the problematic cells, along with a description of the nature of the error.

Optional: Save before running. This copies data on Table A2, and creates another workbook with the table split across 4 tabs, each of which can fit onto a single page for easier printing. Running this macro will remove the comments on the column headers, which contain the instructions. Do not save the APR file after running in order to preserve comments once it is reopened.

Optional: This macro identifies dates entered that occurred outside of the reporting year. RHNA credit is only given for building permits issued during the reporting year.

Link to the online system: <https://apr.hcd.ca.gov/APR/login.do>

Toggles formatting that turns cells green/yellow/red based on data validation rules.

Submittal Instructions

Please save your file as Jurisdictionname2023 (no spaces). Example: the city of San Luis Obispo would save their file as SanLuisObispo2023

Housing Element Annual Progress Reports (APRs) forms and tables must be submitted to HCD and the Governor's Office of Planning and Research (OPR) on or before April 1 of each year for the prior calendar year; submit separate reports directly to both HCD and OPR pursuant to Government Code section 65400. There are two options for submitting APRs:

1. Online Annual Progress Reporting System - Please see the link to the online system to the left. This allows you to upload the completed APR form into directly into HCD's database limiting the risk of errors. If you would like to use the online system, email APR@hcd.ca.gov and HCD will send you the login information for your jurisdiction. *Please note: Using the online system only provides the information to HCD. The APR must still be submitted to OPR. Their email address is opr.apr@opr.ca.gov.*

2. Email - If you prefer to submit via email, you can complete the excel Annual Progress Report forms and submit to HCD at APR@hcd.ca.gov and to OPR at opr.apr@opr.ca.gov. Please send the Excel workbook, not a scanned or PDF copy of the tables.

Jurisdiction	Milpitas	
Reporting Year	2023	(Jan. 1 - Dec. 31)
Housing Element Planning Period	6th Cycle	01/31/2023 - 01/31/2031

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	13
Low	Deed Restricted	0
	Non-Deed Restricted	4
Moderate	Deed Restricted	0
	Non-Deed Restricted	15
Above Moderate		32
Total Units		64

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Units by Structure Type	Entitled	Permitted	Completed
Single-family Attached	266	31	30
Single-family Detached	6	0	0
2 to 4 units per structure	0	0	0
5+ units per structure	75	0	102
Accessory Dwelling Unit	58	32	27
Mobile/Manufactured Home	0	0	0
Total	405	63	159

Infill Housing Developments and Infill Units Permitted	# of Projects	Units
Indicated as Infill	0	0
Not Indicated as Infill	0	0

Housing Applications Summary	
Total Housing Applications Submitted:	61
Number of Proposed Units in All Applications Received:	236
Total Housing Units Approved:	56
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions - Applications	
Number of SB 35 Streamlining Applications	0
Number of SB 35 Streamlining Applications Approved	0

Units Constructed - SB 35 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Streamlining Provisions Used - Permitted Units	# of Projects	Units
SB 9 (2021) - Duplex in SF Zone	0	0
SB 9 (2021) - Residential Lot Split	0	0
AB 2011 (2022)	0	0
SB 6 (2022)	0	0
SB 35 (2017)	0	0

Ministerial and Discretionary Applications	Applications	Units
Ministerial	31	30
Discretionary	29	196

Density Bonus Applications and Units Permitted	
Number of Applications Submitted Requesting a Density Bonus	2
Number of Units in Applications Submitted Requesting a Density Bonus	162
Number of Projects Permitted with a Density Bonus	0
Number of Units in Projects Permitted with a Density Bonus	0

Housing Element Programs Implemented and Sites Rezoned	Count
Programs Implemented	24
Sites Rezoned to Accommodate the RHNA	0

Jurisdiction	Milpitas	
Reporting Year	2023	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	01/31/2023 - 01/31/2031

ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table A Housing Development Applications Submitted

Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes								Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Density Bo Applica
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID	Unit Category (SFA,SFD,2 to 4,5+ ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted (see instructions)	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project	Please select streamlining provision/s the application was submitted pursuant to.	Did the housing development application seek incentives or concessions pursuant to Government Code section 65915?
Summary Row: Start Data Entry Below								0	25	109	8	30	6	58	236	56	0		
	2616075	1491 Arizona Av	(N) ATTACHED ADU AT REAR (592 S.F.)	P-ADU23-0001	ADU	R	1/4/2023		1						1	1	0	NONE	No
	2205051	850 Berryessa St	SU RESIDENCE: detached ADU	P-ADU23-0002	ADU	R	1/19/2023		1						1	1	0	NONE	No
	8808083	296 Carnegie Dr	DETACHED ADU 866 SQFT	P-ADU23-0003	ADU	R	3/28/2023		1						1	1	0	NONE	No
	8817015	2216 Pedro Av	ATTACHED ADU	P-ADU23-0004	ADU	R	2/23/2023		1						1	1	0	NONE	No
	8815066	1816 Ellwell Dr	330sf Addition ADU	P-ADU23-0005	ADU	R	3/2/2023		1						1	1	0	NONE	No
	2612016	125 Coelho St	ATTACHED 1 BR ADU	P-ADU23-0006	ADU	R	3/22/2023		1						1	1	0	NONE	No
	2906003	876 Evans Rd	2 CAR GARAGE CONVERT INTO 2 BR 2 BATH DETACHED ADU	P-ADU23-0007	ADU	R	3/27/2023		1						1	1	0	NONE	No
	8839031	2387 Mattos Dr	Construction of new 999 SF ADU	P-ADU23-0008	ADU	R	4/27/2023		1						1	1	0	NONE	No
	2608099	425 Taylor Dr	JADU - GARAGE CONVERSION	P-ADU23-0009	ADU	R	4/28/2023						1		1	1	0	NONE	No
	2921010	1505 Ellis Av	JADU - GARAGE CONVERSION	P-ADU23-0010	ADU	R	5/4/2023		1						1	1	0	NONE	No
	2601062	413 Gross St	ADU for 417 Gross St	P-ADU23-0011	ADU	R	5/15/2023				1				1	1	0	NONE	No
	2616039	1443 Pashote Ct	DETACHED ADU: Construct (n) 450 sf detached ADU	P-ADU23-0012	ADU	R	5/19/2023		1						1	1	0	NONE	No
	2242148	356 Aspenridge Dr	DETACHED ADU 800 S.F.	P-ADU23-0013	ADU	R	5/23/2023		1						1	1	0	NONE	No
	2208026	182 Orion Ct	VU RESIDENCE: 523sf JADU	P-ADU23-0014	ADU	R	4/27/2023		1						1	1	0	NONE	No
	2208026	182 Orion Ct	VU RESIDENCE: Detached 1000sf ADU	P-ADU23-0015	ADU	R	5/31/2023						1		1	1	0	NONE	No
	2227025	63 Smithwood St	370 sf JADU	P-ADU23-0016	ADU	R	6/12/2023		1						1	1	0	NONE	No
	2805044	868 Del Rio Ct	481 sqft JADU	P-ADU23-0017	ADU	R	6/13/2023		1						1	1	0	NONE	No
	2616052	132 Vargas Ct	JADU	P-ADU23-0018	ADU	R	7/17/2023		1						1	1	0	NONE	No
	8813015	1807 Yosemite Dr	NEW DETACHED ADU (744 SF)	P-ADU23-0019	ADU	R	7/18/2023		1						1	1	0	NONE	No
	2607054	1851 Vegas Av	JADU	P-ADU23-0020	ADU	R	7/19/2023		1						1	1	0	NONE	No
	8827022	1635 Yosemite Dr	800 SF Detached ADU	P-ADU23-0021	ADU	R	8/1/2023		1						1	1	0	NONE	No
	8813086	428 Stulman Dr	JADU Garage Conversion	P-ADU23-0022	ADU	R	8/7/2023		1						1	1	0	NONE	No
	8809055	130 Carnegie Dr	870 sqft detached ADU	P-ADU23-0023	ADU	R	8/18/2023		1						1	1	0	NONE	No
	8809017	190 Carnegie Dr	522 sqft Attached ADU	P-ADU23-0024	ADU	R	8/21/2023		1						1	1	0	NONE	No
	8805013	263 Carnegie Dr	760 sqft Detached ADU	P-ADU23-0025	ADU	R	8/21/2023		1						1	1	0	NONE	No
	8814024	232 S Temple Dr	Garage conversion into JADU	P-ADU23-0026	ADU	R	8/21/2023						1		1	1	0	NONE	No
	2802018	887 Valencia Dr	360sf detached ADU	P-ADU23-0027	ADU	R	9/22/2023				1				1	1	0	NONE	No
	2619020	576 Kevenaire Dr	JADU Garage Conversion	P-ADU23-0028	ADU	R	9/25/2023				1				1	1	0	NONE	No
	2612087	52 Homme Wy	JADU - Converted Garage (440 SF)	P-ADU23-0029	ADU	R	9/25/2023				1				1	1	0	NONE	No
	2616065	136 Washington Dr	New detached ADU (see AC23-0019)	P-ADU23-0030	ADU	R	12/14/2023				1				1	1	0	NONE	No

	2906009	640 Evans Rd	SB 9 Urban Lot Split	P-MS23-0155	SFD	O	7/19/2023							0	0	0		SB 9 (2021) - Residential Lot Split	No
	8623013	1300 S Main St	AMG - 118 AFFORDABLE UNITS	P-SD22-0015	5+	R	1/25/2023			94		22		2	118			NONE	Yes
	4230022	490 Vista Ridge Dr	NEW 2-STORY HILLSIDE SFR WITH ATTACHED ADU	P-SD23-0003	SFD	O	2/14/2023							2	2	2		NONE	No
	2907011	1327 TERRA VISTA CT	NEW SFH & ADU LOT 3 HILLSIDE	P-SD23-0004	SFD	O	2/24/2023							2	2			NONE	No

[illegible]

[illegible]

[illegible]

[illegible]

This image shows a full page of graph paper. It features a uniform grid of small squares. Three vertical bands are shaded gray, each spanning the entire height of the page. These bands are located at approximately one-third, two-thirds, and three-quarters of the way across the page from the left edge. The rest of the page is white with the grid pattern.

Jurisdiction	Milpitas	
Reporting Year	2023	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	01/31/2023 - 01/31/2031

ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.
Please contact HCD if your data is different than the material supplied here

Table B															
Regional Housing Needs Allocation Progress															
Permitted Units Issued by Affordability															
		1		2									3	4	
Income Level		RHNA Allocation by Income Level	Projection Period - 06/30/2022-01/30/2023	2023	2024	2025	2026	2027	2028	2029	2030	2031	Total Units to Date (all years)	Total Remaining RHNA by Income Level	
Very Low	Deed Restricted	1,685	7	-	-	-	-	-	-	-	-	-	27	1,658	
	Non-Deed Restricted		7	13	-	-	-	-	-	-	-	-			
Low	Deed Restricted	970	-	-	-	-	-	-	-	-	-	-	11	959	
	Non-Deed Restricted		7	4	-	-	-	-	-	-	-	-			
Moderate	Deed Restricted	1,131	-	-	-	-	-	-	-	-	-	-	25	1,106	
	Non-Deed Restricted		15	10	-	-	-	-	-	-	-	-			
Above Moderate		2,927	76	32	-	-	-	-	-	-	-	-	108	2,819	
Total RHNA		6,713													
Total Units			112	59	-	-	-	-	-	-	-	-	171	6,542	
Progress toward extremely low-income housing need, as determined pursuant to Government Code 65583(a)(1).															
		5												6	7
		Extremely Low-Income Need		2023	2024	2025	2026	2027	2028	2029	2030	2031	Total Units to Date	Total Units Remaining	
Extremely Low-Income Units*		843		-	-	-	-	-	-	-	-	-	-	843	

*Extremely low-income housing need determined pursuant to Government Code 65583(a)(1). Value in Section 5 is default value, assumed to be half of the very low-income RHNA. May be overwritten.

Please Note: Table B does not currently contain data from Table F or Table F2 for prior years. You may login to the APR system to see Table B that contains this data.

Note: units serving extremely low-income households are included in the very low-income RHNA progress and must be reported as very low-income units in section 7 of Table A2. They must also be reported in the extremely low-income category (section 13) in Table A2 to be counted as progress toward meeting the extremely low-income housing need determined pursuant to Government Code 65583(a)(1).

Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th

cycle, Table B will only include units that were permitted since the start of the planning period. Projection Period units are in a separate column.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

VLI Deed Restricted
VLI Non Deed Restricted

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Jurisdiction		Milpitas	
Reporting Year		2023	(Jan. 1 - Dec. 31)
Table D			
Program Implementation Status pursuant to GC Section 65583			
Housing Programs Progress Report Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation

Program 1: Adequate Sites for RHNA and Monitoring of No Net Loss	To ensure that the City complies with SB 166 (No Net Loss), the City will monitor the consumption of residential and mixed-use acreage to ensure an adequate inventory is available to meet the City's RHNA obligations. To ensure sufficient residential capacity is maintained to accommodate the RHNA, the City will develop and implement a formal ongoing (project-by-project) evaluation procedure pursuant to Government Code Section 65863. Should an approval of development result in a reduction in capacity below the residential capacity needed to accommodate the remaining need for lower and moderate income households, the City will identify and if necessary, rezone sufficient sites to accommodate the shortfall and ensure “no net loss” in capacity to accommodate the RHNA.	(1) By the end of 2024 Rezone 105 acres to meet RHNA shortfall (2) By the end of 2023, amend the Zoning Code to provide by-right approval of housing proposed on sites previously identified in the 5th Cycle. (3) By the end of 2023, implement a formal evaluation procedure to monitor the development of pipeline projects, vacant, and nonvacant sites (4) By the end of 2025, re-engage property owners and developers who exhibited interest in redeveloping their properties. (5) By the end of 2027, if City-owned sites are not permitted as assumed in the sites inventory, the City will identify sites and make zoning available to an equivalent number of units and affordability, including appropriate densities	The City has begun to rezone 105 acres to meet the RHNA shortfall through the NCMU and TC Zoning update, with an estimated completion of June 2024.
--	--	--	--

Program 2: Replacement Housing	Development on non-vacant sites with existing residential units is subject to a replacement requirement. Specifically, AB 1397 requires the replacement of units affordable to the same or lower income level as a condition of any development on a nonvacant site. Replacement requirements per AB 1397 are consistent with those outlined in the State Density Bonus Law	By the end of 2023, adopt City regulations to address the replacement requirements. As part of these regulations consider requiring the first right-of-refusal and relocation assistance for displaced tenants.	The City is comprehensively updating its Zoning Ordinance, which will address replacement of existing housing requirements. The estimated completion date of the update is 2025.
Program 3: Lot Consolidation	The City will continue to facilitate the consolidation of small lots for residential and mixed-use development. The City will develop tools to encourage lot consolidation. Depending on the tools developed, these will be incorporated into the Zoning Ordinance and Building Code update (Program 21).	(1) By the end of 2024, develop tools to facilitate and incentivize lot consolidation, which may include: - Additional density bonus - Flexible development standards (such as setbacks, parking) - Streamlined ministerial or administrative processing unless application is in conjunction with other actions that require discretionary reviews (2) Beginning in 2025, promote lot consolidation incentives to developers via City website.	The City is comprehensively updating its Zoning Ordinance, which will offer incentives for developments to consolidate lots. The estimated completion date of the update is 2025.

Program 4: Accessory Dwelling Units (ADUs)	ADUs represent a potential source of affordable housing in the city, and the City will continue to encourage ADU construction and legalization through the following: ADU Construction, ADU legalization and ADU Financing.	(1) Build and approve 176 ADUs/JADUs over the next eight years. Legalize 8 to 10 ADUs/JADUs over the next year. (2) Beginning in 2024 and annually thereafter, pursue funding available from the State to continue and expand incentives for facilitating the production of ADUs, particularly for lower-income households and persons with disabilities and their caregivers. (3) By the end of 2024, pre-approve building permit plans of prototype ADU units and evaluate prefab ADUs to simplify and streamline the permitting process for homeowners.	The City built 53 ADUs in 2023 and continues to build and approve more.
Program 5: Neighborhood Preservation and Code Enforcement	The City will continue to enhance neighborhood conditions by enforcing its existing codes through its Code Enforcement Program. As needed, the City will assist any households displaced by code enforcement activities to relocate to other suitable housing, affordable to the displaced households, through the Replacement/Relocation Program	Ongoing	In 2023, the City continued implementing its Code Enforcement and supporting any households displaced.

Program 6: Housing Rehabilitation	The City will continue to utilize the services of Rebuilding Together Silicon Valley (or other qualified nonprofit organizations) to provide safety, accessibility, and mobility repairs to mobile and single-family homes owned by very low- and low-income households, including allowing seniors to “age in place”.	(1) By 2031, assist 250 households with the goal to ensure that at least 1/3 of grants and/or loans funds work includes accessibility modifications for the Housing Rehabilitation Program. (2) By 2031, assist 600 additional households by 2031 through MAP (3) Beginning in 2023 and annually thereafter, seek grants/funds to expand the scope of residential rehabilitation assistance.	(1) In 2023, Rebuilding Together Silicon Valley provided 27 households in Milpitas with safety, accessibility, and mobility repairs to homes owned by very low and low income households. (2) In 2023, the City assisted 406 households through MAP (3) In 2023, the City worked on updating the housing rehabilitation program guidelines which would create an additional revenue source for the City to provide rehabilitation assistance
Program 7: Tenant Assistance and Fair Housing Services	The City will continue to utilize the services of Project Sentinel (or other qualified nonprofits) to provide fair housing outreach and assistance, landlord-tenant mediation services, mortgage default counseling, and referrals to other support services to Milpitas residents, landlords, and housing professionals. The City will also continue to promote rental assistance with the objective to assist 300 Milpitas residents, landlords, and housing professionals over the next eight years.	Ongoing	From January 2023 - December 2023, the City provided rent relief to 97 households.

Program 8: Fair Housing Enforcement, Outreach, and Education	The City will continue to promote proactive fair housing enforcement, outreach, and education to reduce the prevalence of housing discrimination by creating awareness that certain common practices violate fair housing laws and by deterring violations by showing that wrongdoing has consequences.	(1) By the end of 2023, update the City website to provide a range of fair housing resources, including Project Sentinel, State Department of Fair Employment and Housing (DFEH), HUD Fair Housing and Equal Opportunity (FHEO) Office, and the State Tenant Protection Act of 2019, including maximum rent increases and just cause evictions. Update website annually to provide relevant and updated information and resources (2) By the end of 2023, work with Project Sentinel (and other qualified nonprofits) to expand methods of information dissemination, including print, website, and other social media outlets. (3) By the end of 2025, increase funding level for fair housing services.	In FY2023, the City awarded Project Sentinel a total of \$59,104 for Fair Housing assistance. In 2023, the City updated its website to provide up to date housing resources and will continue to do so. The City will continue to work with nonprofits to expand methods of information dissemination.
---	--	--	---

Program 9: Anti - Displacement	City will work to supplement the California Tenant Protection Act to support the thousands of low-income families in the city against the rising housing costs that pose a significant risk to those families.	(1) By the end of 2031, the city will provide rent relief and mortgage protection funds to at least 250 households (2) By the end of 2025, the City will complete a targeted survey to assess the need and impact of the City's rental assistance program. (3) By the end of 2026, the City will supplement the California Tenant Protection Act of 2019 by evaluating and enacting certain anti-displacement measures	From January 2023 - December 2023, the City provided rent relief to 97 households.
--------------------------------	--	---	--

Program 10: Place-Based Strategies for Neighborhood Improvements	When updating its Capital Improvement Program and associated budget, the City will allocate resources to rehabilitate and/or replace infrastructure in older or under resourced neighborhoods whose infrastructure is approaching obsolescence. The City will develop incentives to encourage the inclusion of project- or neighborhood-serving amenities for housing projects of at least 50 units.	By the end of 2031, the City will complete at least one transportation project and five capital improvement projects in the North Park Victoria and South Park Victoria neighborhoods.	Street Resurfacing Project 2025 will provide pavement rehabilitation and ADA curb ramp upgrades on Dempsey Road from S. Park Victoria to Yosemite Drive. Project design is completed, and construction has been rescheduled until the Water Line replacement Project is completed FY2025-26. The Milpitas Bike Lane Facilities Enhancements project goal is to improve bicyclist safety, reduce traffic stress for bicycle users, and promote bicycle use by eliminating bicycle facility gaps and upgrading existing bicycle facilities in the City. Design of the project is anticipated in Spring 2024 with construction in Summer 2025. The Innovation Campus project by MUSD is currently under construction. Construction of Phase 2 is expected Summer 2025. Dempsey Road Resurfacing project is scheduled for FY2025-26. Dempsey Road Water Line project design is underway and anticipated to be completed by the end of 2024. Construction is anticipated to start in early 2025. Cardoza Park Softball Field Improvements Community Outreach, Environmental Review, and Preliminary Design are underway and anticipated to be completed by end of 2025. Final Design and Construction to be determined Fire Station No. 2 Replacement & Alviso Adobe Media and Exhibits were completed in November 2022. ARPA parks improvement Phase 1 was completed in January 2024. Phase 2 will start construction in 2024. South Park Victoria - Yosemite Drive Neighborhood <i>Selwyn Park</i> improvements were completed in phase 1 of ARPA Park rehab <i>Foothill Park</i> improvements will be done in phase 2 of ARPA Park rehab <i>Murphy Park</i> improvements will be done in phase 2 of ARPA Park rehab <i>Robert F. Brown</i> improvements will be done in phase 2 of ARPA Park rehab
Program 11: Preservation of At-Risk Housing	The City will continue to work to preserve at-risk housing, including but not limited to Sunnyhills.	By the end of 2026, evaluate and identify more permanent funding options for the Sunnyhills apartments to ensure long-term housing stability and affordability	In March 2018, the City and the owner reached an agreement to renew the HUD contract for an additional five years, with the City reimbursing the owner for \$250,000 per year for 5 years, for improvements and repairs completed on the property. In 2023, HUD approved extending the contract for another 5 years.

Program 12: Short-Term Rentals	The City will continue to monitor and enforce the Short-Term Rental Ordinance which went into effect in March of 2022. The ordinance limits the housing unit types that can be rented as STRs, including singlefamily units and individual units in a multi-family building for less than 31 consecutive nights.	Beginning in 2023, expand monitoring and enforcement efforts on STRs to minimize impacts on the availability of permanent housing.	The City continues to monitor and enforce non-complies with the STR ordinance.
Program 13: Mobile Home Rent Control	The City will continue to maintain and enforce its Mobile Park Home Rent Control Ordinance which regulates rental rates and the rights and responsibilities of tenants and property owners for the three mobile home parks in Milpitas. The City will continue to utilize the services of Project Sentinel (or a similar organization) to administer the rent mediation process.	Ongoing	The City will continue the implementation of the Rent Control Ordinance to preserve the affordability of the three mobile home park spaces.In FY2023, the City awarded Project Sentinel a total of \$59,104 for Fair Housing.
Program 14: Rent Review Ordinance	The City will continue to utilize the services of Project Sentinel (or similar organization) to administer the Review Ordinance and program that was established in 2019.	Conduct at least 6 outreach events per year regarding the Rent Review Ordinance in targeted neighborhoods.	No activity to report in 2023.
Program 15: Housing Opportunity Zones	The City will implement a Housing Opportunity Zones (HOZ) program to utilize incentive-based zoning in multi-family and mixed-use zoning districts.	By end of 2023, adopt the HOZ to incentivize affordable housing beyond the requirements of the City's Affordable Housing Ordinance.	The City aims to adopt the HOZ/HODs by May 2024.

Program 16: Affordable Housing Development	The City will facilitate the development of affordable housing, including for extremely-low- and lowerincome households, and those with special needs.	(1) By the end of 2023, provide copies of the Housing Element and sites inventory to water and sewer authorities to prioritize utility service to developments to help meet the housing need for lower-income households. (2) By the end of 2023, establish policies and procedures for City-owned utilities to prioritize lower-income households. (3) By the end of 2024, develop incentives to facilitate the development of	This is in progress and ongoing.
Program 17: Affordable Housing Ordinance	The City will continue to facilitate the production of affordable housing through the Affordable Housing Ordinance	(1) By end of 2031, facilitate the development of 2,600 affordable units through the AHO and other affordable housing activities (2) By end of 2025, amend the AHO to define the percentage of required very low, low, and moderate	The City did not issue any deed restricted building permits in 2023.
Program 18: Non-Residential Affordable Housing Impact Fee		Ongoing, the City will continue to annually review and updated as needed the non-residential affordable housing impact fee to reflect the cost of development.	The City has updated the impact fees for 2023.

Program 19: Below Market Rate (BMR) Housing Program	The City will continue to implement its Below Market Rate (BMR) Program, which is designed to assist low- and moderate-income households in becoming homeowners.	Ongoing, the City will facilitate 20 low and moderate income households to become first-time homeowners consisting of either financial assistance or completion of training program.	In 2023, the City hired Housekeys to administer its BMR homeownership portfolio.
Program 20: Specific Plans	The City will continue to use specific plans (Metro Specific Plan and Gateway-Main Street Specific Plan) to define policy direction and development standards to provide greater certainty in the review and approval of residential and mixed-use projects.	By the end of 2024, adopt and implement the Gateway-Main Street Specific Plan to increase opportunities for diverse residential and mixeduse development with zoning incentives for lot consolidation since small parcels are a recognized development constraint.	The Gateway-Main Street is on target for adoption in Summer 2024.
Program 21: Zoning Ordinance and Building Code Amendments	The City will amend its Zoning Ordinance to comply with the latest state laws and reduce regulatory barriers to residential development, including the following actions:	Amend the Zoning Ordinance according to the following schedule (1) By early 2023, complete Tiny Homes study. Establish housing program based on study recommendations, including identifying potential sites and funding sources (2) By the end of 2024, complete the outlined Zoning Ordinance revisions on pages 84 -85 of the Housing Element	Final Report on Tiny Homes study will be available early 2024. The City is comprehensively updating its Zoning Ordinance, which will to implement this program. The estimated completion date of the update is 2025.

Program 22: Supportive Housing with Disabilities	he City will work with the Santa Clara County Office of Supportive Housing (OSH), through its administration of Measure A funds, and the Santa Clara County Housing Authority (SCCHA), through its ability to invest project-based vouchers (PBV) in developments, to increase the availability of permanent supportive housing.	with OSH, SCCHA, and the San Andreas Regional Center (SARC) to explore avenues for collaboration. (2) By the end of 2024, identify and implement possible zoning incentives for projects that provide supportive housing or dedicated housing units for persons with disabilities. (3)By the end of 2025, identify the use of CDBG funds for predevelopment costs for permanent supportive housing developments as a priority in the Annual Action Plan. (4) By the end of 2025, analyze suitability of sites identified in the Sites Inventory for permanent supportive housing development and conduct community engagement about those sites. (5) By the end of 2026, commit available City resources to permanent supportive housing developments in partnership with OSH and/or SCCHA.	No activity to report in 2023.
---	---	--	---------------------------------------

Program 23: Large Units for Families with Children in Multifamily Housing	The City will explore opportunities to support large families with children who face disproportionately high rates of housing cost burden and overcrowding through implementation of this program	(1) By the end of 2024, identify and implement possible zoning incentives, such as expedited processing or density bonuses, for multifamily developments that include units with three or more bedrooms. Study the feasibility of zoning requirements for units with three or more bedrooms. (2) By the end of 2024, implement zoning incentives for the development of units with three or more bedrooms.	The City is comprehensively updating its Zoning Ordinance, which will to implement this program. The estimated completion date of the update is 2025.
---	---	---	---

Program 24: Missing Middle Housing	The City will facilitate smaller-scale multi-unit and workforce housing to encourage and promote a mix of dwelling types and sizes in lower-density, high-resource residential neighborhoods. Commonly referred to as “missing middle housing,” these building types, such as duplexes, fourplexes, and courtyard buildings, support diverse housing opportunities. Smaller homes cost less to rent or purchase, and these neighborhoods provide services and amenities within walking distance.	(1) By the end of 2023, integrate SB 9 Toolkit trainings in the ADU Monday program. (2) By the end of 2024, identify and implement possible zoning ordinance changes to further promote a mix of dwelling unit types and sizes, particularly in high resource neighborhoods; consider flexible zoning standards for missing middle housing projects with small units, such as pertaining to density, setbacks, building height, parking, and open space. (3) By the end of 2024, update and promote opportunities to create duplexes and urban lot splits with the City’s SB 9 Toolkit. (4) By the end of 2024, participate in State financing programs for middle income workforce housing developments that meet the City’s adopted Goals and Performance Measures for these projects. (5) By the end of 2025, evaluate providing incentives	The City has created an SB 9 webpage that summarize the City's ordinance addressing urban lot splits and two-unit projects. The City is comprehensively updating its Zoning Ordinance, which will to implement this program. The estimated completion date of the update is 2025. The City will expand our SB 9 resources in 2024.

--	--

Jurisdiction	Milpitas	
Reporting Period	2023	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	01/31/2023 - 01/31/2031

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table F									
Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)									
Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.									
Activity Type	Units that Do Not Count Towards RHNA ⁺ Listed for Informational Purposes Only				Units that Count Towards RHNA ⁺ Note - Because the statutory requirements severely limit what can be counted, please contact HCD at apr@hcd.ca.gov and we will unlock the form which enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1 ⁺ . For detailed reporting requirements, see the ckcklist here: https://www.hcd.ca.gov/community-development/docs/adequate-sites-checklist.pdf
	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Units									
Mobilehome Park Preservation									
Total Units by Income									

Jurisdiction	Milpitas	
Reporting Period	2023	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	01/31/2023 - 01/31/2031

ANNUAL E
Housing El

Ak				
For up to 25 percent of a jurisdiction’s moderate-income regional housing need allocation, the planning agency may				
Project Identifier				
1				
Prior APN ⁺	Current APN	Street Address	Project Name ⁺	Local Jurisdiction Tracking ID
Summary Row: Start Data Entry Below				

LEMENT PROGRESS REPORT
ement Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation for

Table F2
bove Moderate Income Units Converted to Moderate Income Pursuant to Governm

y include the number of units in an existing multifamily building that were converted to deed-restricted rent
this table, please ensure housing developments meet the requirements described in Governmen

Unit Types		Affordability by Household Incomes			
2	3	4			
Unit Category (2 to 4,5+)	Tenure R=Renter	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted
		0	0	0	0

mulas

ent Code section 65400.2

tal housing for moderate-income households by the imposition of affordability covenants and restrictions
nt Code 65400.2(b).

s After Conversion			Units credited toward Moderate Income RHNA	
			5	
Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Total Moderate Income Units Converted from Above Moderate	<u>Date Converted</u>
0	0	0	0	

Jurisdiction	Milpitas	NOTE: This table surplus/excess la
Reporting Period	2023 (Jan. 1 - Dec. 31)	

ANNUAL ELEMENT PROGRESS

Housing Element Implementer

[illegible]

must contain an inventory of ALL
lands the reporting jurisdiction owns

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

S REPORT

rotation

APN's as follows:999-99-999

es

[illegible]

Jurisdiction	Milpitas	
Reporting Period	2023	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	01/31/2023 - 01/31/2031

NOTE: STUDENT HOUSING WITH DENSITY BONUS ONLY. This table only needs to be completed if there were student housing projects WITH a density bonus approved pursuant to Government Code 65915(b)(1)(F)

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Not
Cells in g

Table J												
Student housing development for lower income students for which was granted a density bonus pursuant to subparagraph (F) of paragraph (1) of subdivision (b) of Section 65915												
Project Identifier				Project Type	Date	Units (Beds/Student Capacity) Approved						
1				2	3	4						
APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SH - Student Housing)	Date	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income
Summary Row: Start Data Entry Below												

Jurisdiction	Milpitas	
Reporting Period	2023	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	01/31/2023 - 01/31/2031

Local governments are required to inform HCD about any local tenant preference ordinance the local government has adopted. Effective January 1, 2023, local governments adopting a tenant preference are required to create a v

Does the Jurisdiction have a local tenant preference policy?		
If the jurisdiction has a local tenant preference policy, provide a link to the jurisdiction's webpage on their internet website containing authorizing local ordinance and supporting materials.		
Notes		

AL ELEMENT PROGRESS REPORT

Table K
Tenant Preference Policy
rnment maintains when the jurisdiction submits their annual progress report on housing approvals and production, pe webpage on their internet website containing authorizing local ordinance and supporting materials, no more than 90 d

er Government Code 7061 (SB 649, 2022, Cortese).
days after the ordinance becomes operational.



Jurisdiction	Milpitas	
Reporting Year	2023	(Jan. 1 - Dec. 31)

--

Please update the status of the proposed uses listed in the entity's application for funding a 50515.03, as applicable.

Total Award Amount	\$
---------------------------	----

Task	\$ Amount Awarded	\$ Cumulative Reimbursement Requested
Prepare scope	\$0.00	\$0.00
Issue RFP & secure contract with consultant	\$0.00	\$0.00
Project management and coordination	\$28,620.00	\$24,423.75
Best practices, land use policies and regulations research, and existing conditions	\$45,450.00	\$45,450.00
Design studies of opportunity areas	\$87,540.00	\$86,853.75
Project-level CEQA analysis	\$0.00	\$0.00
Administrative Draft HOZ	\$28,800.00	\$0.00
Community engagement (stakeholder meetings, community meetings, online survey, and study sessions)	\$58,830.00	\$13,193.75
Public Draft HOZ	\$15,480.00	\$0.00
Final HOZ	\$7,260.00	\$0.00
Public hearings for adoption	\$21,120.00	\$0.00
Direct expenses	\$6,900.00	\$5,291.60

Summary of entitlements, building permits, and certificates of occupancy (auto-populated from Tak

Completed Entitlement Issued by Affordability Summary	
Income Level	
Very Low	Deed Restricted
	Non-Deed Restricted
Low	Deed Restricted
	Non-Deed Restricted
Moderate	Deed Restricted
	Non-Deed Restricted
Above Moderate	
Total Units	

Building Permits Issued by Affordability Summary	
Income Level	
Very Low	Deed Restricted
	Non-Deed Restricted
Low	Deed Restricted
	Non-Deed Restricted
Moderate	Deed Restricted
	Non-Deed Restricted
Above Moderate	
Total Units	

Certificate of Occupancy Issued by Affordability Summary	
Income Level	
Very Low	Deed Restricted
	Non-Deed Restricted
Low	Deed Restricted
	Non-Deed Restricted
Moderate	Deed Restricted
	Non-Deed Restricted
Above Moderate	
Total Units	

ANNUAL ELEMENT PROGRESS REPORT

Local Early Action Planning (LEAP) Reporting

(CCR Title 25 §6202)

and the corresponding impact on housing within the region or jurisdiction, as applicable, categori

300,000.00	Total award amount is auto-populated based on amounts entered in rows 15-26.
------------	--

Task Status
Completed
Completed
In Progress
Completed
In Progress
Other (Please Specify in Notes)
In Progress
In Progress
Other (Please Specify in Notes)
Other (Please Specify in Notes)
Other (Please Specify in Notes)
In Progress

ble A2)

Current Year
0
27
31
26
65
3
253
405

Current Year
0
13
0
4
0
15
32
64

Current Year
98
1
9
1
2
9
41
161

ized based on the eligible uses specified in Section 50515.02 or

Other Funding	Notes
	Not started
	Not started
	Not started
	Not started
	Not started

HOUSING SUCCESSOR ANNUAL REPORT

April 1, 2024

LOW AND MODERATE INCOME HOUSING ASSET FUND
FOR FISCAL YEAR 2022-23
PURSUANT TO
CALIFORNIA HEALTH AND SAFETY CODE SECTION 34176.1(f)
FOR THE
MILPITAS HOUSING AUTHORITY

HOUSING SUCCESSOR ANNUAL REPORT TABLE OF CONTENTS

INTRODUCTION	1
I. AMOUNT DEPOSITED INTO LMIHAF	1
II. ENDING BALANCE OF LMIHAF	1
III. DESCRIPTION OF EXPENDITURES FROM LMIHAF	2
TABLE 1: DESCRIPTION OF LMIHAF EXPENDITURES	
IV. STATUTORY VALUE OF ASSETS OWNED BY HOUSING SUCCESSOR	2
TABLE 2: STATUTORY VALUE OF ASSETS OWNED BY HOUSING SUCCESSOR	
V. DESCRIPTION OF TRANSFERS	2
VI. PROJECT DESCRIPTIONS	2
VII. STATUS OF COMPLIANCE WITH SECTION 33334.16	3
TABLE 3: SECTION 33334.16 COMPLIANCE	
VIII. DESCRIPTION OF OUTSTANDING OBLIGATIONS UNDER SECTION 33413	4
IX. EXTREMELY-LOW INCOME TEST	4
X. SENIOR HOUSING TEST	5
TABLE 4: SENIOR HOUSING TEST	
XI. EXCESS SURPLUS TEST	5
XII. DESCRIPTION OF OUTSTANDING OBLIGATIONS UNDER SECTION 34176.1(D)(13).	6

INTRODUCTION

This Housing Successor Annual Report ("Report") addresses the requirements of California Health and Safety Code Section 34176.1(f) regarding the Low and Moderate Income Housing Asset Fund ("LMIHAF"). This Report outlines the financial and housing covenant details of the Milpitas Housing Authority ("Housing Successor") for 2022-23 (the "Fiscal Year"). The purpose of this Report is to provide the governing body of the Housing Successor an annual report on the housing assets and activities of the Housing Successor under Part 1.85, Division 24 of the California Health and Safety Code, in particular sections 34176 and 34176.1 ("Dissolution Law").

This report includes discussion on the deposits to, ending balance of, and expenditures from the LMIHAF. A description of the Housing Successor's assets, and any transfers of assets to other housing successor agencies are addressed as well. The report also discusses the Housing Successor's current projects, acquisitions of any real property since February 1, 2012, or any outstanding obligations. Finally, as required by law, three separate tests are discussed – the income test, senior housing test, and excess surplus test.

The following Report is based upon information prepared by Housing Successor staff and conforms with Sections 1 through 13, of Section 34176.1(f) of the Dissolution Law.

In addition this Report and the former redevelopment agency's pre-dissolution Implementation Plans are to be made available to the public on the City's website. (<http://www.ci.milpitas.ca.gov>)

I. AMOUNT DEPOSITED INTO LMIHAF

This section provides the total amount of funds deposited into the LMIHAF during the Fiscal Year. Any amounts deposited for items listed on the Recognized Obligation Payment Schedule ("ROPS") must be distinguished from the other amounts deposited.

Revenues (amount deposit to the LMIHAF):	
Loan repayments	\$75,139
Rental/lease income	\$81,496
Equity share of sales of homes	\$87,064
Interest income	\$755,924
Total:	\$999,623

A total of \$999,623 was deposited into the LMIHAF during the Fiscal Year. Of the total funds deposited into the LMIHAF, a total of \$0 was held for items listed on the ROPS.

II. ENDING BALANCE OF LMIHAF

This section provides a statement of the balance in the LMIHAF as of the close of the Fiscal Year. Any amounts deposited for items listed on the ROPS must be distinguished from the other amounts deposited.

At the close of the Fiscal Year, the ending balance in the LMIHAF was \$40,076,469, of which \$0 is held for items listed on the ROPS.

III. DESCRIPTION OF EXPENDITURES FROM LMIHAF

This section provides a description of the expenditures made from the LMIHAF during the Fiscal Year. The expenditures are to be categorized. There was a total of \$549,926 expended from the LMIHAF, divided into the following categories:

TABLE 1: DESCRIPTION OF LMIHAF EXPENDITURES

Description of Expenditures	Total Expenditures
Maintenance, Monitoring and Administration Expenditures	\$455,406
Homeless Prevention and Rapid Rehousing Services Expenditures	\$84,520
Housing Development Expenditures (Total of Next Three Lines)	\$10,000
<i>Expenditures on Low Income Units</i>	\$10,000
<i>Expenditures on Very Low Income Units</i>	\$0
<i>Expenditures on Extremely Low Income Units</i>	\$0
Total LMIHAF Expenditures in Fiscal Year	\$549,926

IV. STATUTORY VALUE OF ASSETS OWNED BY HOUSING SUCCESSOR

This section provides the statutory value of real property owned by the Housing Successor, the value of loans and grants receivables, and the sum of these two amounts.

TABLE 2: STATUTORY VALUE OF ASSETS OWNED BY HOUSING SUCCESSOR

Asset Type	Statutory Value of Assets
Loans Receivable	\$35,523,352
Land held for resale	\$1,800,000
Total Value of Real Property and Loans Receivable	\$37,323,352

V. DESCRIPTION OF TRANSFERS

This section describes transfers, if any, to another housing successor agency made in previous fiscal year(s), including whether the funds are unencumbered and the status of projects, if any, for which the transferred LMIHAF will be used. The sole purpose of the transfers must be for the development of transit priority projects, permanent supportive housing, housing for agricultural employees or special needs housing.

The Housing Successor did not make any LMIHAF transfers to other housing successor(s) under Section 34176.1(c)(2) during the Fiscal Year.

VI. PROJECT DESCRIPTIONS

This section describes any project for which the Housing Successor receives or holds property tax revenue pursuant to the ROPS and the status of that project.

The Housing Successor does not receive or hold property tax revenue pursuant to the ROPS during the Fiscal Year.

VII. STATUS OF COMPLIANCE WITH SECTION 33334.16

This section provides a status update on compliance with Section 33334.16 for interests in real property acquired by the former redevelopment agency prior to February 1, 2012. For interests in real property acquired on or after February 1, 2012, provide a status update on the project.

With respect to interests in real property acquired by the former redevelopment agency prior to February 1, 2012, the time period described in Section 33334.16 shall be deemed to have commenced on the date that the Department of Finance approved the property as a housing asset in the LMIHAF (August 31, 2012); thus, as to real property acquired by the former redevelopment agency now held by the Housing Successor in the LMIHAF, the Housing Successor must initiate activities consistent with the development of the real property for the purpose for which it was acquired within five years of the date of the DOF approved such property as a housing asset.

The following provides a status update on the real property or properties housing asset(s) that were acquired prior to February 1, 2012 and compliance with five-year period:

TABLE 3: SECTION 33334.16 COMPLIANCE

Address of Property	Date of Acquisition	Deadline to Initiate Development Activity	Status of Housing Successor Activity
1504, 1556, 1620 S. Main St. (APN 086-22-027,028,033,034,041,042)	11/1/2009	8/31/2022	APN 086-22-033,034,041,042 sold to Milpitas Phase I, LP on April 11, 2018 for the Senior Lifestyles Development with 48 extremely-low income units in phase I and 2 combined.
1432-1446 S. Main St. (APN 083-41-001)	2/28/2011	8/31/2022	The Housing Authority has determined that it will be unable to initiate development of the site for affordable housing prior to the deadline to initiate development activity. The Housing Authority is preparing to market the property for sale pursuant to Section 33334.16, with the proceeds of sale to be deposited in the LMIHAF to be used for the development of affordable housing elsewhere in the City.
254 Parc Place Dr. (APN 086-54-052)	1/27/2011	8/31/2022	Sold to a low-income homebuyer in January 2023.

600 S. Abel St. #208 (APN 086-61-177)	5/24/2011	8/31/2022	Sold to a moderate-income homebuyer in December 2022.
--	-----------	-----------	---

Health and Safety Code Section 33334.16 required former redevelopment agencies to initiate activities, such as zone changes or disposition and development agreements within five years of acquiring a property.

The following provides a status update on the project(s) for property or properties that have been acquired by the Housing Successor using LMIHAF on or after February 1, 2012.

The Housing Successor did not acquire property on or after February 1, 2012.

VIII. DESCRIPTION OF OUTSTANDING OBLIGATIONS UNDER SECTION 33413.

This section describes the outstanding inclusionary housing obligations, if any, under Section 33413 that remained outstanding prior to dissolution of the former redevelopment agency as of February 1, 2012 along with the Housing Successor's progress in meeting those prior obligations, if any, of the former redevelopment agency and how the Housing Successor plans to meet unmet obligations, if any.

The housing successor does not have any obligations to fulfill under Section 33413.

IX. EXTREMELY-LOW INCOME TEST

Section 34176.1(a)(3)(A) requires that the Housing Successor must require at least 30% of the LMIHAF (excluding funds used for maintenance, monitoring and administrative expenses, and homeless prevention/rapid rehousing services) to be expended for development of rental housing affordable to and occupied by households earning 30% or less of the AMI. If the Housing Successor fails to comply with the Extremely-Low Income (ELI) requirement in any five-year report, then the Housing Successor must ensure that at least 50% of the funds expended from the LMIHAF in each subsequent fiscal year be expended for development of rental housing affordable to and occupied by households earning 30% or less of the AMI until the Housing Successor demonstrates compliance with the Extremely-Low Income requirement.

In fiscal year 2019/2020 the City satisfied the Extremely-Low Income test by expending 86.14% of the LMIHAF over the previous five fiscal years. The City is not required to perform this test in fiscal year 2022/2023. The next five-year Extremely Low-Income test will be required in the Annual Report for fiscal year 2024/2025.

X. SENIOR HOUSING TEST

This section provides the percentage of units of deed-restricted rental housing restricted to seniors and assisted individually or jointly by the Housing Successor, its former Redevelopment Agency, and the City within the previous 10 years in relation to the aggregate number of units of deed-restricted rental housing assisted individually or jointly by the Housing Successor, its former Redevelopment Agency and the City within the same time period. For this Report the ten-year period reviewed is January 1, 2014 to January 1, 2024.

If the percentage of assisted senior rental housing is more than 50 percent of the total of all assisted rental housing, no additional senior rental housing can be assisted until the percentage falls to 50 percent or less.

TABLE 4: SENIOR HOUSING TEST

Unit Category	# of Units
Assisted Senior Rental Units	48
Total Assisted Rental Units	216
Senior Housing Test (%)	22.2%

XI. EXCESS SURPLUS TEST

Excess Surplus is defined in Section 34176.1(d) as an unencumbered amount in the account that exceeds the greater of one million dollars (\$1,000,000) or the aggregate amount deposited into the account during the Housing Successor's preceding four Fiscal Years, whichever is greater. The housing successor is required to encumber the excess surplus amount or transfer that amount to another jurisdiction as provided in Health and Safety Code Section 34176.1(c)(2) within three fiscal years. If not, the excess surplus amount must be transferred to HCD to use pursuant to the Multifamily Housing Program or the Joe Serna, Jr. Farmworker Housing Grant Program.

The following provides the Excess Surplus test for the 2022/2023 fiscal year:

Test for fiscal year ending June 30, 2023	
Opening fund balance of prior year	\$39,701,911
Less: Unavailable Funds:	
Loans Receivable	(\$35,523,352)
Land Held for Resale	(\$1,800,000)
Unencumbered Fund Balance	\$2,378,559
Limitation (greater of \$1,000,000 or four years deposits).	
Aggregate amount deposited for the last four years:	
2021-2022	\$508,420
2020-2021	\$712,551
2019-2020	\$857,421
2018-2019	\$1,019,065
Total Amount Deposited	\$3,097,457
Excess Surplus	None

This analysis indicates there is no excess surplus as of 6/30/2023.

XII. DESCRIPTION OF OUTSTANDING OBLIGATIONS UNDER SECTION 34176.1(D)(13).

This section provides an inventory of homeownership units assisted by the former Redevelopment agency or the Housing Successor that are subject to covenants or restrictions of to an adopted program that protects the former Redevelopment Agency's investment of moneys from the Low- and Moderate-Income Housing Fund pursuant to subdivision (f) of Section 33334.3.

This inventory shall include all the following information:

(A) Number of those units:

The number of homeownership units assisted by the former Redevelopment agency is 189.

(B) In the first report pursuant to this subdivision, the number of units lost to the portfolio after February 1, 2012, and the reason or reasons for those losses. For subsequent reports, the number of the units lost to the portfolio in the last fiscal year and the reason for those losses:

There are no losses of inventory to report from February 1, 2012 to FY 2022/2023.

(C) Any funds returned to the Housing Successor as part of an adopted program that protects the former Redevelopment agency's investment of moneys from the Low- and Moderate-Income Housing Fund:

No funds were returned to the Housing Successor.

(D) Whether the Housing Successor has contracted with any outside entity for the management of the units and, if so, the identity of the entity:

The Housing Successor does not contract with any outside entity.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Receive the 2023 General Plan Annual Progress Report and Authorize Submittal of the Report to the Governor's Office of Planning and Research (Staff Contact: Jay Lee, Planning Director, 408-586-3077; and Lillian VanHua, Principal Planner, 408-586-3073)
Category:	Consent Calendar-Community Development
Meeting Date:	3/19/2024
Recommendation:	Receive the 2023 General Plan Annual Progress Report and authorize the submittal of the report to the Governor's Office of Planning and Research (OPR).

BACKGROUND:

California Government Code Section 65400 mandates that all cities and counties submit an annual report on the status and progress on implementation of their General Plan, including the Housing Element, to their legislative bodies, the Governor's Office of Planning and Research (OPR), and the Housing and Community Development (HCD) by April 1 of each year. The intent of this statute is to ensure that the General Plan directs land use decisions and remains an effective guide for the long-term physical development of a community. It also provides local jurisdictions a tool to assess its effectiveness in implementing its General Plan.

Staff requests that the City Council receive the 2023 General Plan Annual Progress Report (Attachment A) and authorize the submittal of the report to OPR.

ANALYSIS:

The following information provides a brief summary of the 2040 General Plan and the City's General Plan implementation highlights for calendar year 2023.

2040 General Plan

City Council adopted the 2040 General Plan on February 23, 2021. The 2040 General Plan, which establishes a new planning horizon of 2040, provides updated goals, policies, and implementation actions and addresses new planning issues such as air quality and energy, community design, and economic and fiscal sustainability. Future development projects consistent with the General Plan Update will be eligible for California Environmental Quality Act (CEQA) streamlining through the Programmatic Environmental Impact Report (EIR). The General Plan Update also includes a detailed implementation plan, which provides the responsible department, priority, and timing for all implementation actions. The City will review implementation of the General Plan on an annual basis, amend the General Plan as necessary, and update the City's Zoning Ordinance and planning documents to ensure consistency with the General Plan.

The 2023 General Plan Annual Progress Report (APR) highlights the City's progress toward implementation of the 2040 General Plan.

General Plan Implementation Highlights

The 2023 General Plan APR (Attachment A) provides the General Plan implementation highlights by element. The City's key efforts to implement the goals and policies of the General Plan include but are not limited to comprehensive master plan updates and capital improvement projects.

The City completed, initiated, or continued updates to the following policies and comprehensive master plans:

- Milpitas Metro Specific Plan (formerly the Transit Area Specific Plan) – Adopted February 2023
- 2023-2031 Housing Element – Adopted January 2023, certified by HCD May 2023
- Community Health and Wellness Element Update – In progress

- Comprehensive Zoning Ordinance Update – In progress
- Gateway/Main St. Specific Plan (formerly the Midtown Specific Plan) – In progress
- Housing Opportunity Districts – In progress
- Retail Tobacco Licensing Program – In progress

The City also designed or constructed capital improvements to transportation infrastructure, public utility systems, and public facilities. Refer to the 2023 General Plan APR (Attachment A) for a detailed description of each implementation activity.

Policy Alternative:

Alternative 1: Do not authorize the submittal of the General Plan APR to OPR.

Pros: None.

Cons: The City would not be in compliance with Government Code Section 65400, which mandates all cities to submit an annual report on the status and progress on implementation of their General Plan to OPR each year.

Reasons not recommended: The General Plan APR assists OPR in identifying statewide trends in land use decision-making and informs modifications to OPR's *General Plan Guidelines*. Failure to submit the General Plan APR to OPR would limit OPR's ability to consider local planning and development activities in refining statewide planning goals and policies.

FISCAL IMPACT:

Preparation of the General Plan Annual Progress Report and submittal of the report to HCD will result in no fiscal impact to the City.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The action being considered is exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) in that the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

RECOMMENDATION:

Receive the 2023 General Plan Annual Progress Report and authorize submittal of the report to the Governor's Office of Planning and Research (OPR).

ATTACHMENT(S):

2023 General Plan Annual Progress Report

MEMORANDUM

Planning Department



DATE: April 1, 2024

TO: Governor's Office of Planning and Research

THROUGH: Ned Thomas, City Manager

FROM: Lillian VanHua, Principal Planner

SUBJECT: 2023 General Plan Annual Progress Report

Background

The City of Milpitas completed a comprehensive update of its General Plan, which was adopted by the Milpitas City Council on February 23, 2021. The General Plan Update, which establishes a new planning horizon of 2040, provides updated goals, policies, and implementation actions and addresses new planning issues such as air quality and energy, community design, and economic and fiscal sustainability.

Future development projects consistent with the General Plan Update will be eligible for CEQA streamlining through the Programmatic EIR. The General Plan Update also includes a detailed implementation plan, which provides the responsible department, priority, and timing for all implementation actions. The City will review implementation of the General Plan on an annual basis, amend the General Plan as necessary, and update the City's Zoning Ordinance and planning documents to ensure consistency with the General Plan.

Government Code Section 65400 mandates that all cities and counties submit an annual report on the status of the General Plan and progress in its implementation to their legislative bodies, the Governor's Office of Planning and Research (OPR), and the Housing and Community Development (HCD) by April 1 of each year. The intent of this statute is to ensure that the General Plan directs land use decisions and remains an effective guide for the long-term physical development of a community. It also provides local jurisdictions a tool to assess their effectiveness in implementing the Plan's long-term vision.

This report highlights the City's progress toward implementation of the 2040 General Plan. On March 19, 2024, staff shared this report to City Council, which authorized the submittal of the report to HCD.

Implementation Highlights by General Plan Element

Below is the City's annual progress toward implementation of the previous General Plan by element.

Land Use Element

- **Metro Specific Plan:** The City adopted the Milpitas Metro Specific Plan, which is a comprehensive update of the Transit Area Specific Plan (TASP), on February 7, 2023. The TASP was renamed the "Milpitas Metro Specific Plan" (Metro Plan) to reflect new boundaries and focused attention on strategic redevelopment sites, circulation, and access. The Metro Plan area is concentrated around the new Milpitas Transit Center, which includes Bay Area Rapid Transit (BART) and Santa Clara Valley Transportation Agency (VTA) Light Rail and bus stations. The area has enjoyed significant residential development in the recovery from the Great Recession of 2008. Of the 7,109 potential dwelling units approved in the original 2008 Plan, over 6,900 units have been entitled, constructed, occupied, or are currently within the entitlement process. However, only a small amount of the proposed commercial space is entitled or under construction to date, and there are nearly 170 acres within the area that have not been redeveloped. The Metro Plan leverages these development opportunities to reinforce the

MEMORANDUM

Planning Department



2008 TASP's vision for a high-density urban neighborhood with a mix of land uses around the Transit Center. The Metro Plan also enhances pedestrian and bicycle access throughout the MMSP area to complement these high-density mixed-use neighborhoods. **Policy LU 2-1 and Action LU-2a**

- **Gateway/Main Street Specific Plan:** The City is currently updating the Midtown Specific Plan, which was adopted by the City Council in March 2002 and amended in November 2010. The Midtown Specific Plan will be renamed the "Milpitas Gateway/Main St. Specific Plan" (Gateway Plan) to reflect new boundaries and a new strategic focus on key redevelopment areas. The Gateway Plan area, which contains the original commercial and industrial core of the City, has undergone significant changes related to its growing role as a housing and employment center. Development activity over the past several years has included approval or construction of 1,200 multi-family residential units, reinvestment and upgrades to the Great Mall, and extension of VTA's Tasman East Light Rail Transit (LRT) line. However, several vacant and underutilized sites remain within the Gateway Plan area and there is significant potential for development and redevelopment. The Gateway Plan will provide policies and guidelines and identify improvements to streetscapes, infrastructure, and public open spaces to facilitate this area's transition into an attractive and economically vital district with a compatible mixture of residential, retail, office, and service-oriented commercial uses served by a viable multi-model transportation network. The draft plan will be published for public review this spring, with an anticipated final adoption in the fall. **Policy LU 2-1 and Action LU-2a**
- **Comprehensive Zoning Ordinance Update:** The City's Zoning Ordinance is one of the primary implementation tools for the Land Use Element goals and policies. A Zoning Map, consistent with the General Plan Land Use Map, is also part of the Zoning Ordinance. Together, the Zoning Ordinance and Zoning Map are used to identify the specific types of use, intensity, and development standards applicable to given parcels or areas of land. However, the current Zoning Ordinance was originally adopted in 1955 and last updated in 2008. Therefore, the City initiated the Comprehensive Zoning Ordinance Update in early 2023 to modernize the Zoning Ordinance, ensure consistency with the recently adopted 2040 General Plan, and implement land use changes from the City's specific plan updates. Phase 1 focuses on creating new zoning districts, including the new Business Park Research and Development (BPRD) and Metro Specific Plan zones. Hearings for Phase 1 are expected in April and June 2024. **Policies LU 5-1, 5-2, 5-3, 5-4, 5-5, 5-6, and 5-7 and Actions LU-1d, LU-5a, LU-5b, and LU-5c**

Circulation Element

- **Trail, Pedestrian, and Bicycle Master Plan:** The City adopted the Trail, Pedestrian, and Bicycle Master Plan, which is an update of the Trails and Bikeway Master Plans, on May 17, 2022. The Trails and Bikeway Master Plans were originally adopted by City Council in June 1997 and June 2009 respectively. The Trail, Pedestrian, and Bicycle Master Plan identifies gaps in the trail, pedestrian, and bicycle networks and provides recommendations to expand existing networks, increase safety and accessibility for all users, support economic development, and enhance the quality of life for area residents. The Trail, Pedestrian, and Bicycle Master Plan also evaluates bicycle/scooter share programs, identifies priorities, and recommends improvements. **Policies CIR 2-1, 4-1, 4-2, 4-3, 4-4, 4-5, 4-6, 4-7, 4-8, 4-9, and 4-10 and Actions CIR-4a, CIR-4b, CIR-4c, CIR-4g, CIR-4h, and CIR-4i**
- **Development Review and Traffic Impact Fees:** As part of its development review process, the City requires private development projects to implement traffic mitigation measures to address potential impacts and deficiencies created by the project and identified in the transportation impact analysis. Required mitigation measures include improvements to transportation infrastructure and transportation

MEMORANDUM

Planning Department



demand management (TDM) programs. Additionally, the City collects both citywide and area-specific traffic impact fees to fund and construct transportation improvements. Furthermore, the VTA serves as the Congestion Management Agency for Santa Clara County and maintains the County's Congestion Management Program (CMP), which includes several intersections within Milpitas. Although traffic congestion is no longer considered a potentially significant impact under the California Environmental Quality Act (CEQA) in accordance with Senate Bill (S.B.) 743, the City will continue to utilize level-of-service (LOS) analysis to address local traffic congestion while transitioning to vehicle miles traveled (VMT) as the new metric for assessing transportation impacts under CEQA. **Policies CIR 1-9, 1-10, and 1-11 and Actions CIR-1l, CIR-1m, CIR-1n, CIR-1o, CIR-4k, CIR-4l, and CIR-7b**

- **Citywide VMT Policy:** The City adopted a citywide VMT policy to implement Senate Bill 743 and establish the methodology for analyzing transportation impacts under CEQA. The policy facilitates the buildout of the General Plan and supports new development in suitable areas near transit and mixed-use neighborhoods. City staff continues to implement the new policy through the development review process. Over time, the policy will help the City move away from auto-dependency and prioritize multimodal improvements to create a balanced and accessible transportation network that meets the needs of all users. **Policies CIR 1-2 and 1-8 and Action CIR-1c**
- **Capital Improvement Program (CIP):** Consistent with the Circulation Element goals and policies, the City also made significant investment in transportation infrastructure and safety improvements through its CIP, which is updated every year. The significant transportation-related projects are discussed below.
 - Enhanced Crosswalk Striping & Beacons: This project provides high visibility crosswalk striping and pedestrian actuated flashing beacons to facilitate safer pedestrian crossings at high vehicle and pedestrian volume intersections along school and bike routes and in residential areas. 16 beacons were installed at various locations throughout the City in 2021 and a Citywide Traffic Safety Assessment to identify future locations was completed in 2023.
 - Traffic Studies and Safety Improvements: The City Council adopted the Citywide Traffic Safety Plan in January 2024. This project provides citywide traffic studies, safety and minor traffic improvements as described in the Citywide Traffic Safety Plan and from community service requests. This ongoing project includes traffic signal, pedestrian, and roadway improvements. Pedestrian improvements consist of bulb-outs, fencing, guardrails, intersection and crosswalk striping, and flashing beacons. Roadway improvements include advanced stop bars, green bike and buffer lanes, high-friction pavement treatments, lighting, radar feedback signs, retroreflective signage, rumble strips, and striping and marking.
 - Street Resurfacing Program: This annual program provides for roadway pavement repair, rehabilitation, and/or reconstruction. The program includes replacement and upgrade of curb, gutter, driveway, and sidewalk. The program also includes implementation of bike facilities as described in the City's Trail, Pedestrian, and Bicycle Master Plan.
 - ADA Curb Ramp Transition Program: This annual program involves citywide replacement or upgrade of existing curb ramps to current standard Americans with Disabilities Act (ADA) compliant ramps. The program also includes construction of segments of new sidewalk to close gaps and allow the City to be eligible for future Federal transportation aid funds.
 - S. Milpitas Blvd. Vehicle Bridge at Penitencia Creek: Design of the project and the associated CEQA analysis is complete and construction is anticipated to start between 2025 and 2027. The project will provide a vehicular bridge over Penitencia Creek at the end of the new S. Milpitas

MEMORANDUM

Planning Department



Blvd. Extension. The vehicular bridge is part of the TASP circulation infrastructure improvement to provide safe and convenient pedestrian connectivity within the TASP area.

- Montague Pedestrian Overcrossings: These projects will provide a pedestrian overcrossing over Montague Expressway at Piper Drive and the east levee of Penitencia Creek. The overcrossing at Piper Drive is complete. The design and associated CEQA analysis for the overcrossing at the east levee is complete and construction is anticipated to start between 2025 and 2027. These projects are part of the TASP circulation infrastructure improvements to provide safe and convenient pedestrian connectivity within the TASP area.

Policies CIR 1-8, 2-1, and 2-2 and Actions CIR-7c

Community Design

- **Residential and Mixed-Use Objective Design Standards:** On November 1, 2022, the City adopted the Milpitas Residential and Mixed-Use Objective Design Standards (MODS), which provides clear and implementable design criteria for all new residential and mixed-use developments throughout the City. The Objective Design Standards streamlines housing approvals, complies with recent State legislation requiring objective and quantifiable design guidelines, and ensures that new residential development protects and improves the character of existing neighborhoods. City staff continues to implement the MODS through the development review process. **Policies CD 1-1, 1-2, 1-6, 2-1, 2-2, 2-4, 2-5, 2-7, 3-3, 3-5, 3-8, 3-9, 3-10. 5-1, 5-2, 5-3, 5-4, 5-5, and 5-8 and Actions CD-2b, CD-2c, CD-2d, CD-5a, and CD-5b**
- **Hillside Ordinance:** The City's Hillside Ordinance established the Hillside Combining District (Municipal Code Section XI-10-45.09), which promotes and encourages the orderly development of the hillside area of the City. The Hillside Ordinance provides regulations to ensure that development is in keeping with the natural character of the hillside, minimize grading of and alterations to hillsides, and address constraints associated with hillside development including geologic issues, slopes, access, and visibility. New developments in the Hillside Combining District are subject to these regulations and require review by the Planning Commission and approval by the City Council for compliance with the Hillside Site and Architectural Guidelines. **Policies CD 7-1, 7-2, 7-3, 7-4, 7-5, and 7-6 and Action CD-7a**
- **Development Review:** As part of the development review process, City staff reviews new development projects to ensure that new developments include excellent project design, high-quality architecture, public improvements to reinforce a sense of place, and preserve and enhance the community character. The City also requires private development projects to either install public art component that meets the requirements of Municipal Code Section XI-10-14 and is approved by the Arts Commission or pay an in-lieu fee to fund public art improvements throughout Milpitas. **Policies CD 1-1, 1-2, 1-6, 2-1, 2-2, 2-4, 2-5, 2-7, 3-3, 3-5, 3-8, 3-9, 3-10. 5-1, 5-2, 5-3, 5-4, 5-5, and 5-8 and Actions CD-2b, CD-2c, CD-2d, CD-5a, and CD-5b**

Economic Development

- **Economic Development Strategy:** In May 2020, the City adopted a new Economic Development Strategy (EDS) that will guide the City's efforts over the next five years to grow the local economy and foster local economic health, diversity, and vibrancy. The City completed an Innovation District Action Plan, which provides specific actions to implement policies in the EDS related to the creation of an Innovation District. City staff also included tasks in the Gateway/Main St. Specific Plan scope of work to

MEMORANDUM

Planning Department



implement several EDS policies including a retail audit of the zoning code, retail strategies memo, property-based business improvement district, strategic property acquisition revenue fund, and economic/scenario feasibility testing. **Policies ED 1-1, 3-2, 3-3, and 4-2 and Actions ED-1c, ED-1d, ED-1j, ED-2a, ED-2c, ED-3c, ED-3f, ED-3h, and ED3i**

- **Build Business by Symbium:** In June 2022, the City implemented Build Business by Symbium, which is a geographic information system (GIS) software program that allows the public to quickly and accurately determine where each type of business is allowed in Milpitas, if a business is allowed at a specific location, and what types of permits are required. Build Business improves customer service, staff efficiency, and streamlines the permitting process to facilitate business retention, relocation, and attraction. **Policies ED 1-5 and Actions ED-1l and ED-1m**

Conservation & Sustainability Element

- **Climate Action Plan (CAP) Update:** In compliance with Assembly Bill (A.B.) 32 and S.B. 375, on August 9, 2022, the City adopted an update to its CAP with new programs to meet the State's new mid- and long-term statewide emissions targets (40 percent reduction below 1990 levels by 2030 and 80 percent reduction below 1990 levels by 2050). The CAP is designed to streamline environmental review of future development projects in the City, consistent with CEQA Guidelines Section 15183.5(b). The CAP identifies an overall strategy, baseline emissions and forecasts, reduction measures, and implementation strategies to achieve the State-recommended greenhouse gas (GHG) emissions reduction targets. **Policies CON 1-3, 1-6, 1-7, 1-8, 1-10, 1-11, 1-13, and 7-13 and Actions CON-1a, CON-1g, and CON-1h**
- **Cultural & Historic Preservation:** The City continues to carry out its Cultural Resources Preservation Program as outlined in Chapter 4, Title XI of the Milpitas Municipal Code to identify and protect existing cultural and historic resources. City staff reviews requests to alter or demolish an existing cultural or historic resource for compliance with local, state, and federal historic preservation standards and forwards applications to the Parks, Recreation and Cultural Resources Commission for a decision on whether the request meets the intent of the Cultural Resources Preservation Program. Additionally, projects subject to CEQA are analyzed for archaeological and paleontological impacts and mitigation measures are required as necessary. **Policies CON 4-1, 4-2, 4-3, 4-4, and 5-1 and Actions CON-4a and CON-4b**
- **Energy Use:** On January 17, 2023, the City adopted the 2022 California Energy Code and the 2022 California Green Building Standards Code pertaining to the all-electric requirement for newly constructed buildings, and electric vehicle (EV) charging for new residential and non-residential construction. These local amendments, referred to as reach codes, exceed the requirements in the 2022 state codes. As part of its development review process, the City requires new buildings to comply with these requirements and offers expedited building permit processing for residential projects achieving Build It Green's GreenPoint Rated standard and for commercial and industrial projects achieving the Leadership in Energy and Environmental Design (LEED) Silver rating. Furthermore, in 2017, the City joined Silicon Valley Clean Energy (SVCE), which is a community-owned agency serving Santa Clara County communities by acquiring and offering clean, carbon-free electricity. **Policy CON 1-1, 1-2, and 1-3 and Actions CON-1e and CON-1f**

Utilities & Community Services

MEMORANDUM

Planning Department



- **Public Facilities and Utilities:** The City maintains its public facilities and utilities to ensure that vital public services are available to its citizens. As part of its development review process, the City confirms that the development will be adequately served by public facilities and utilities by requiring public improvements when necessary and collecting development impact fees to defray all or a portion of the cost of public facilities and improvements necessary to serve the new development. A detailed discussion of the various public facilities and utilities is provided below. Several relevant topics including fire safety, parks and recreation, and stormwater are discussed in the implementation highlights for other General Plan elements, which provide more detailed policies regarding these topics.
 - Water Services: The City's Urban Water Management Plan (UWMP) provides a framework for long term water planning to ensure adequate water supplies through the year 2040 and establishes a water use target that aids in meeting the State's goal of reducing water use by 20 percent by 2020. On August 9, 2022, the City adopted an update to its Water Master Plan, which will guide the City's decisions on water infrastructure investments over the next 20 years and incorporate the water needs associated with the TASP and Midtown Specific Plan updates. Following a Water Supply Augmentation Feasibility Report completed in 2015, the City has concentrated its CIP efforts in utilizing groundwater wells, expanding the existing recycled water supply delivery and treatment infrastructure, and continued conservation efforts.
 - Wastewater: On August 9, 2022, the City adopted an update to its Sewer Master Plan, which includes a summary of the City's wastewater collection system, flow projections, an analysis of the system's capacity, and a summary of the capacity improvements that are needed. The update also incorporates the sewer needs associated with the TASP and Midtown Specific Plan updates. The City's Sewer System Management Plan (SSMP) provides a plan to properly operate and maintain the sanitary sewer collection system. The SSMP aims to prevent sewer outflow, provide adequate capacity to convey peak flows. The City experiences very few sewer system overflows and the required system improvements have been incorporated into the CIP.
 - Police Protection: The City contains one police station with a Communications Center that coordinates information from 9-1-1 callers to responders in the field. The City is currently meeting its goal for response times to emergency calls of 3 minute or less. The adequacy of police services is also evaluated for any projects subject to CEQA.
 - Schools: Mabel Mattos Elementary School opened its doors to K-4 students with the start of the new school year in August 2018. With the completion of Phases II and III in 2021 and 2022 respectively, the school now serves grades K-6 and accommodates up to approximately 700 students.

Policies UCS 1-1, 1-4, 2-1, 2-3, 2-5, 2-6, 2-7, 3-1, 3-2, 8-1, and 8-15 and Actions UCS-1a, UCS-2a, UCS-c, and UCS-3a

- **Stormwater & Drainage:** The City participates in the Santa Clara Valley Urban Runoff Pollution Prevention Program (SCVURPPP). The SCVURPPP and member agencies implement programs aimed at reducing pollutants in stormwater runoff and protecting water quality of the San Francisco Bay and Santa Clara Valley creeks and rivers. The City also requires post-construction stormwater controls on development projects as part of its obligations under Provision C.3 of the Bay Area Municipal Regional Stormwater Permit (MRP). Furthermore, the City's Storm Drain Master Plan identifies the capital improvements needed to maintain recommended levels of protection against stormwater runoff, which have been incorporated into the CIP. **Policies UCS-4-1, 4-2, 4-3, 4-4, 4-5, 4-6, and 4-14 and Actions UCS-4a, UCS-4b, UCS-4c, UCS-4e, and UCS-4f**

MEMORANDUM

Planning Department



- **Urban Growth Boundary:** The City passed Measure I in November 2016 to continue the City's urban growth boundary established by Measure Z in 1998, which was set to expire in 2018. The urban growth boundary, which limits development in Milpitas to the valley floor and the base of the foothills by prohibiting the City from providing services to new land use developments in the hillside area, will now continue through December 31, 2038. The City's Urban Service Area boundary established by the Santa Clara County Local Agency Formation Commission (LAFCO) is coterminous with the City's urban growth boundary. **Policy UCS 1-6**

Safety Element

- **Development Review Process:** One of the ways the City strives to minimize risk from geologic, fire, and flood hazards is through its development review process as discussed below.
 - Seismic and Geologic Hazards: The City requires development projects in hillsides or fault zones to submit a geotechnical report, reviews the findings of the report, and conditions projects to adhere to the report's recommendations. Projects subject to CEQA are also analyzed for potential geotechnical impacts and mitigation measures are required as necessary.
 - Fire Hazards: The Milpitas Fire Department reviews and inspects projects during the development review process to ensure that all new developments comply with the Uniform Fire Code and other local fire safety regulations.
 - Flood Management: The City coordinates with the Santa Clara Valley Water District while reviewing development projects to ensure that buildings and structures are located, designed, and constructed in a manner that minimizes flood risks and complies with the City's floodplain management regulations, which provide standards for any construction or other development within any area of special flood hazard.

Policies SA 1-1, 1-2, 1-4, 1-5, 1-6, 1-7, 1-8, 2-3, 2-4, and 2-5 and Actions SA-1a, SA-1b, SA-1d, SA-1e, SA-2a, and SA-2c

- **Fire Safety:** The Fire Department operates four fire stations within its service area. The average response time in 2023 was 4 minutes, 40 seconds, which is slightly over the City's response goal of 4 minutes. The City maintains its fire stations through regularly scheduled minor improvements. The Fire Department also performs routine fire inspections of existing buildings, structures, and properties in the City with the exception of single and multi-family dwellings in which the owner of the property resides. **Policy SA 4-9 and Actions SA-3d, SA-3e, SA-4b, and SA-4c**
- **Emergency Preparedness:** The Milpitas Fire Department Office of Emergency Services (OES) coordinates the City's preparedness efforts to mitigate against, plan for, respond to, and recover from natural disasters. The OES maintains the City's Emergency Operations Plan (EOP), which provides a blueprint for emergency management within the City and requires the development of departmental Standard Operating Procedures (SOPs). The City also partnered with Santa Clara County and other local jurisdictions to prepare the Santa Clara Operational Area Hazard Mitigation Plan, which is an updated multi-jurisdictional hazard mitigation plan that assesses local hazard risks and recommends a tailored and coordinated mitigation strategy to improve the resiliency of the County. The OES actively implements the recommendations of these emergency plans by keeping the Emergency Operation Center in a state of readiness and training citizens in basic disaster response through the Community Emergency Response Team (CERT). **Policies SA 3-4 and 3-5 and Actions SA-3a and SA-3b**

Noise Element

MEMORANDUM

Planning Department



- **Development Review Process and Enforcement:** As part of its development review process, the City conditions development projects to comply with the City's noise regulations the Milpitas Municipal Code and noise compatibility standards in the Noise Element of the General Plan. Additionally, projects subject to CEQA are required to analyze potential noise impacts resulting from the project and mitigation measures are required to mitigate any significant noise impacts. The City's Neighborhood Services Division and the Milpitas Police Department jointly enforce the City's noise regulations, project conditions of approval, and CEQA mitigation measures to ensure compliance throughout the City. **Policies N 1-2, 1-4, 1-5, 1-6, and N 1-8 and Actions N-1a, N-1b, N-1c, and N-1d**
- **Specific Plan Updates:** As part of specific plan updates and associated zoning amendments, the City is analyzing and considering the noise compatibility of existing and new land uses as it updates the zoning for these plan areas. The new land use plans will incorporate appropriate buffers and transitions between incompatible land uses to minimize noise impacts. **Policies N 1-1 and N 1-7**

Parks, Recreation, & Open Space Element

- **Parks & Recreation Master Plan Update:** The City updated the Parks and Recreation Master Plan, which was originally adopted in 2008, to include City recreational facilities and parks in the TASP and Midtown areas. The update includes an existing conditions assessment of all parks and recreation facilities, public engagement and outreach, a strategic plan to provide high-quality accessible parks and recreation facilities, and a programming and growth assessment. The City continues to implement the Parks and Recreation Master Plan through the development review process and updating its Capital Improvement Program. **Policies PROS 1-1, 1-2, and 1-3 and Action PROS-1c**
- **Park Dedication or In-Lieu Fee:** As part of its development review process, the City requires private development projects to either dedicate land or pay a park in-lieu fee (based on project square footage) to fund improvements to parks and recreation facilities to meet the additional demand for such facilities resulting from new developments and achieve the goals and policies of the Recreation Master Plan. **Policies PROS 1-4 and 1-5 and Action PROS-1b**
- **Parks & Recreation Facilities Improvements:** Consistent with the Open Space & Environmental Conservation Element goals and policies, the City also made significant investment in parks and recreation facilities through its CIP. The significant projects are discussed below.
 - Citywide Park Rehabilitation: The City assessed and rehabilitated citywide park playgrounds needing minor improvements. Minor improvements were completed for Tom Evatt Park and along Coyote Creek in 2023.
 - Minor Sports Courts Rehabilitation: The program provides for the rehabilitation of several sports courts annually. Minor improvements were completed for Dixon Landing and Sports Center Complex, Cerano Park, and Selwyn Park in 2023.
 - Sports Fields Turf Rehabilitation Program: The program is ongoing and provides for turf rehabilitation at City sports fields. Work includes re-sodding, re-seeding, irrigation repairs, and other minor rehabilitations.
 - Park Renovations: The City completed the design for the renovation of one neighborhood park (Sandalwood Park) and will begin construction in 2025. Improvements include a new picnic and playground area, ADA access and path improvements, a new restroom, and upgraded irrigation and landscaping.

MEMORANDUM

Planning Department



- **New Parks:** The City constructed one new park (Trade Zone/Montague Park – North) and construction of another new park (Delano Manongs Park) is underway. Phase 1 and Phase 2 (Park Core and Sports Field) of Delano Manongs Park was completed in 2023. The construction of Phase 3 (large dog play area) is anticipated to begin in 2025. These new parks will add approximately 9.5 acres of new parkland.

Policies PROS 1-8 and 1-9 and Action PROS-1a

Community Health & Wellness

- **Smoke-Free Ordinance:** The City adopted a Smoke-Free Ordinance to expand the smoke-free areas within Milpitas and protect Milpitas' most vulnerable populations. The Ordinance prohibits smoking in outdoor dining areas, parks and trails, multi-unit housing and associated common areas, near entryways to buildings where smoking is prohibited, service areas, and at public events. City staff continues to enforce the Ordinance and provide resources such as no-smoking signage to encourage compliance. **Policy CHW 7-2**
- **Retail Tobacco Licensing Program:** The City is currently developing a Retail Tobacco Licensing Program to require licenses for tobacco retailers in Milpitas. The program will allow the City to enforce local regulations and ensure that retailers are not selling tobacco products to the youth. New retailers will also be required to locate a minimum distance from existing retailers and sensitive land uses such as schools and parks to minimize the undue concentration of retailers and protect the youth. **Policy CHW 7-3 and Action CHW-7b**
- **Environmental Justice Element:** The City is currently reviewing the Community Health and Wellness Element Update in conformance with Senate Bill (SB) 1000 to incorporate environmental justice policies. The Update includes additional background information on healthy communities, environmental justice, and where those topics intersect with the other General Plan elements. **Policy CHW1-1 and CHW1-4, and Action CHW-1b**

Housing Element

- **Annual Progress Report (APR):** On March 19, 2024, staff presented the 2023 APR for the Housing Element and 2023 Housing Successor Agency Annual Report to City Council, which authorized the submittal of both reports to HCD.
- **2023-2031 Housing Element:** On January 24, 2023, the City adopted the Housing Element Update for the sixth housing element cycle (2023-2031) to accommodate the City's Regional Housing Needs Allocation (RHNA) adopted by the Association of Bay Area Governments (ABAG). On May 17, 2023, the Department of Housing and Community Development (HCD) found the adopted housing element in substantial compliance with the State Housing Element Law.
- **Housing Opportunity Districts (HOD) Overlay:** The City is implementing a HOD Overlay District to provide zoning and financial incentives for affordable housing development in key opportunity areas throughout Milpitas. The goal of the HOZ Overlay District is to facilitate affordable and supportive housing for all and help address the ongoing housing crisis through innovative and effective incentive-based zoning.

Conclusion

MEMORANDUM

Planning Department



This report documents the City's recent progress in implementing the General Plan. The information contained herein will be forwarded in the form of a letter to OPR to serve as the City of Milpitas's General Plan Progress Report for 2023.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve and Authorize the City Manager to Execute a Five-Year Professional Services Agreement with Precision K9 for Canine Acquisition and Training (Staff Contact: Jared Hernandez, Chief of Police, 408-586-2406)
Category:	Consent Calendar-Public Safety
Meeting Date:	3/19/2024
Recommendation:	Approve and authorize the City Manager to execute a five-year professional services agreement with Precision K9 for canine acquisition and training in a total not-to-exceed amount of \$195,000.00 over the five-year term.

BACKGROUND:

The Milpitas Police Department implemented a canine program in 1954 and operates one of the longest running, uninterrupted canine programs in the State of California. The department's canines and handlers require ongoing maintenance training to operate safely, maintain a high level of proficiency, and comply with legal mandates under the California POST Law Enforcement K-9 Guidelines certification. In 2019, the department was in need of identifying a new vendor for canine services; therefore, the City publicly posted an invitation for bid, to which two vendors responded and Precision K9 was selected.

On May 7, 2019, the City Council approved a five-year professional services agreement with Precision K9 for monthly maintenance training, multiple basic specialty training courses, AKC Canine Good Citizen Training, and optional additional maintenance training. Precision K9 has the technical expertise and specialized skillset the department requires to continue to operate the established K9 program. Over the five-year contract term (2019 to 2024), Precision K9 has established a positive working relationship with the department's canine teams and has continued to effectively develop the canine program while adhering to California POST requirements.

The five-year professional services agreement with Precision K9 the City entered in 2019 expires this calendar year; therefore, a new agreement is needed for continuance of services.

ANALYSIS:

The Police Department requests to enter into a new five-year agreement for continuance of canine acquisition and training services. The total cost of the proposed agreement is \$195,000.00 over five years, with recurring and one-time costs as follows:

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
<i>Recurring:</i> Maintenance training (\$1,600/month)	\$19,200	\$19,200	\$19,200	\$19,200	\$19,200	\$96,000
<i>One-time:</i> Acquisition of up to three new canines (up to \$15,000/ea)						\$45,000
<i>One-time:</i> Basic training and AKC Canine Good Citizen program for up to three new canines (\$18,000/ea)						\$54,000
Total:	\$19,200	\$19,200	\$19,200	\$19,200	\$19,200	\$195,000

Section I-2-3.13-1 of the Milpitas Municipal Code states Consultants are required for professional or technical expertise and for matters requiring specialized abilities or a high degree of skill. Their numbers (in relation to a particular skill or expertise required) are comparatively limited. Where consultants are involved, the bidding process is not likely to result in a lower price to the City or eliminate unnecessary expense or delay. However, the request for proposals (RFP) process established in Section I-2-3.09, the request for qualifications (RFQa) process established in Section I-2-3.10, or a similar process based on evaluating consultant qualifications, is better suited.

Section I-2-3.13-2 of the Milpitas Municipal Code authorizes the requesting department to engage a consultant (including, but not limited to, material testing services and construction inspection services) without the necessity of competitive procurement or notice thereof: (b) with City Council approval if the consultant's total fee for materials and services under the contract by which the consultant is engaged exceeds \$100,000.00.

POLICY ALTERNATIVE(S):

Alternative 1: Do not approve and authorize the City Manager to Execute the Professional Services Agreement with Precision K9.

Pros: The City would not incur the cost of these services over the year-year term of the agreement.

Cons: The Police Department's canine unit would not continue maintenance training and therefore would be unable to comply with legal mandates under the California Peace Officers Standards and Training (POST) Law Enforcement K-9 Guidelines. Additionally, the department would not be able to acquire new canines over the next 5 years, in anticipation of the regular attrition of current canines, thus the department's canine unit would no longer be able to operate.

Reason for Not Recommending: The Police Department typically operates with four police canine teams, which require ongoing maintenance training to reduce liability and operate safely and proficiently. In addition, the department anticipates the need for new canines due to the regular attrition of current canines. The elimination or reduction of canine acquisition and training services will decrease the Police Department's ability to proactively respond to and investigate crime and other incidents where canines are a vital tool, thus will reduce public safety.

FISCAL IMPACT:

The total not-to-exceed amount for the five-year contract term is \$195,000.00, subject to annual appropriations. The recurring annual cost of \$96,000 total (\$19,200 annually) is funded from the Police Department's general operating budget. The one-time amount of up to \$99,000 for the acquisition and training of new canines will be incorporated into grant spending plans as applicable and/or into future operating budget development for funding, if/as needed.

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:

Approve and authorize the City Manager to execute a five-year professional services agreement with Precision K9 for canine acquisition and training in a total not-to-exceed amount of \$195,000.00 over the five-year term.

ATTACHMENT(S):

(a) Precision K9 Professional Services Agreement

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE
CITY OF MILPITAS AND PRECISION K9**

This Agreement is made and entered into as of _____, (“Effective Date”) by and between the City of Milpitas, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 455 E. Calaveras Boulevard, Milpitas, California 95035 (“City”), and **Precision K9**, a Sole Proprietorship with its principal place of business at **33 Quail Way, Watsonville, CA 95076** (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:

Police Canine Acquisition and Training
(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 Ninety-Five Thousand Dollars and Zero Cents (\$195,000.00)**. 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, 2024** to **June 30, 2029**, 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.

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon the Effective Date. Consultant shall complete the services required hereunder within

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 **Jimmy Vanhove** 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

455 E. Calaveras Boulevard

Milpitas, California 95035

Attn: City Manager

CONSULTANT:

Precision K9

33 Quail Way

Watsonville, CA 95076

Attn: Jimmy Vanhove

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 PRECISION K9**

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

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

Approved As To Content:

Jared Hernandez, Chief of Police

PRECISION K9

Signature

Name

Title

Date

EXHIBIT A

Scope of Services

The City of Milpitas Police Department typically operates with four (4) K9 teams.

Item No. 1: Acquisition of Canines

- Acquisition of up to three (3) police canines

Item No. 2: Maintenance Training

- 16 hours of maintenance training per month.
- 4 maintenance training sessions per month (4 hours per session).
- Maintenance training sessions shall be within the City of Milpitas.
- Maintenance training sessions on a day and time designated by the Milpitas Police Department K9 Unit. All sessions must be during the on-duty hours of the handlers.
- **Maintenance training sessions will involve the Milpitas Police Department K9 Units only. No other agencies are to be involved.**
- Weekly K9 Training Email shall be completed by the trainer at the conclusion of each session. The report shall contain a summary of each K9 team's performance during the training session and areas that need improvement. The report shall be emailed to the K9 Unit supervisor and the individual handlers.
- 24/7 Phone and/or email support at no extra cost.
- Maintenance training rate based on a flat fee/rate and not a fee based on the number of K9 teams participating in the training.
- Remain in regular contact with the K9 Unit supervisors regarding the progress of each K9 team.
- Assist in the selection of new handlers and new canines at no extra cost.
- Provide training materials as needed (handouts, articles, multimedia, etc.) to handlers during maintenance training sessions.
- Provide helpers, decoys, and/or agitators for maintenance training sessions to enable handlers and their dog's to receive the maximum amount of training time possible.
- Provide maintenance training that is consistent with the training methods received during the current handler's Basic K9 Handler course.

Item No. 3: Basic K9 Handler, Basic Narcotics K9 Handler, Basic Firearms Detection, and Basic Tracking Course

- Provide a 160-hour Basic K9 Handler, Basic Narcotic K9 Handler, Basic Firearms Detection, and Basic Tracking course for new canines.
- The Basic K9 Handler, Basic Narcotic K9 Handler, and Basic Tracking courses shall include classroom and field exercises.
- Provide training materials as needed (handouts, articles, multimedia, etc.) to handlers during maintenance training sessions and the Basic K9 Handler, Basic Narcotic K9 Handler and Basic Tracking course at no extra cost.
- Train all canine teams to meet the requirements of the Training Guidelines and Testing and Evaluation Guidelines listed in the California Peace Officer Standards and Training Law Enforcement Service Dogs Guidelines.
- In addition to the "core" training (obedience, search, apprehension, and handler protection), training shall also consist of tracking, evidence search, and tactical deployments during the Basic K9 Handler course and maintenance training sessions at no extra cost.
- Narcotic detection dog maintenance training and/or tracking maintenance training shall be incorporated into the patrol maintenance training sessions for cross trained K9 teams.

- The Basic K9 Handler, Basic Narcotic K9 Handler, and Basic Tracking courses and maintenance training sessions shall be taught by only one trainer in order to keep a consistency during training.
- Low student to trainer ratio of no more than 1 to 4 during the Basic K9 Handler, Basic Narcotic K9 Handler, and Basic Tracking courses.

Item No. 4: AKC Canine Good Citizen Program

- Certify all K9 teams under the AKC Canine Good Citizen program.

Item No. 5: Additional Optional Maintenance Training

- 4 hours of additional maintenance training per month.
- 1 maintenance training sessions per month (4 hours per session).
- Maintenance training sessions shall be within the City of Milpitas.
- 24/7 Phone and/or email support at no extra cost.
- Maintenance training rate based on a flat fee/rate and not a fee based on the number of K9 teams participating in the training.
- Trainer shall remain in regular contact with the K9 Unit supervisors regarding the progress of each K9 team.
- Provide training materials as needed (handouts, articles, multimedia, etc.) to handlers during maintenance training sessions.
- Train all K9 teams to meet the requirements in the California Peace Officer Standards and Training Law Enforcement Service Dogs Guidelines.
- In addition to the “core” training (obedience, search, apprehension, and handler protection), training shall also consist of tracking, evidence search, and tactical deployments.
- **Additional Optional Maintenance training sessions will involve the Milpitas Police Department K9 Units only. No other agencies are to be involved.**

Additional General Requirements

- If a K9 team is unavailable due to calls for service or other extenuating circumstances, a make-up maintenance training session shall be made available to the K9 team at an agreed upon date and time.
- If the maintenance training session must be cancelled due to unforeseen circumstances, the K9 Unit supervisors and trainer shall reschedule the session on a mutually agreed upon date and time (but still during the handler’s on-duty hours) and will not forfeit the session.
- The Milpitas Police Department shall reserve the right to cancel the training contract with the trainer at any time and not be subjected to any cancellation fees.

**California Peace Officer Standards and Training
Law Enforcement Service Dogs Guidelines**

POST has developed these guidelines for law enforcement agencies who have established service dog programs. These guidelines contain information to consider when addressing the broad range of issues related to the development and use of law enforcement service dogs.

Law enforcement agencies should establish well defined policies and procedures for the service dog program. The topics in the agency policies and procedures should include selection criteria of the dog, handler, veterinarian, and the department trainer, deployment and use of force, and minimum standards of certification and performance...

Chapter 2 – Training Guidelines

Guideline #8: Training Policy

Agencies must select training programs that meet the department needs and are consistent with department policies. The agency training policies should at minimum include a required for participation in a law enforcement service dog basic training course and training that is designed to maintain the skills needed to work for the agency and to be certified.

The efficiency of any K-9 program is proportional to the quantity and the quality of training that the K-9 teams receive. Because a dog learns through repetition, it is necessary to continue the team's training once "basic" training is completed. All training should be frequent, ongoing and structured to address the basic skills that a K-9 team is expected to perform.

The designated department trainer for basic and advanced K-9 team training should be a qualified and experienced law enforcement trainer who is familiar with California law enforcement policies and practices.

Guideline #9: Selection of the Agency Trainer

For a variety of reasons, it is important for agencies to carefully select who is going to be responsible for providing training. The selection criteria of agency trainers is critical to the success of the K-9 program.

Guideline #10: Basic K-9 Team Training

It is important for agencies to train the prospective K-9 team in the basics of the law enforcement service dog program. This foundation training will prepare the K-9 team for service through classroom instruction and simulation exercises.

The K-9 team should be tested at the conclusion of the basic training program and certified for service. The certification confirms the K-9 team successfully meets the department standards for use.

Basic K-9 training includes the following primary subjects: Obedience, agility, search, protection, apprehension, and other specialized areas if applicable (such as narcotics detection, tacking, evidence search, explosive detection, etc.). The basic K-9 training should also include other applicable subject areas.

Guideline #11: Maintenance Training For K-9 Teams

It is important for agencies to select training programs that meet the department needs and is consistent with department policies. The selected department trainer should be qualified and experienced law enforcement service dog trainer who is capable of training the team to meet the POST guidelines for certification.

Regular and ongoing maintenance training is necessary to ensure that the dog teams continue to meet department standards and POST guidelines. Continuous professional training is beneficial to further develop the dog teams. K-9 teams can prepare for incidents through training and simulation exercises.

Guideline #12: Training Documentation

Agencies should document the training of the K-9 team's basic, maintenance, and continuing professional training for statistical accounting; to determine unit cost effectiveness; for remediation; to determine individual and K-9 unit training needs; to determine future department training needs, and for verification of K-9 team expertise.

All training should be thoroughly documented and filed in the K-9 team's training file.

Chapter 3 – Testing and Evaluation Guidelines

Guideline #13: Testing and Evaluation

The purpose of testing and evaluating within the law enforcement service program is to ensure that the K-9 team can demonstrate the skills required for agency certification. The goal is to ensure the newly acquired and experienced K-9 teams meet or exceed minimum agency standard of performance.

The certification process should include the requirement for each K-9 team to demonstrate obedience, search, apprehension, and handler protection. In addition, other specialty dogs should be able to track, locate narcotics, firearms, and explosives as trained. The performance testing and evaluation is usually given at the conclusion of the K-9 team's basic training. Certification should occur at least annually thereafter.

Milpitas Police Department Policy Manual – Canine Program

318.12 Training

Before assignment in the field, each canine team shall be trained and certified to meet current POST guidelines or other recognized and approved certification standards. Cross-trained canine teams or those canine teams trained exclusively for the detection of narcotics and/or explosives also shall be trained and certified by the California Narcotic Canine Association (CNCA) or other recognized and approved certification standards established for their particular skills.

The canine coordinator shall be responsible for scheduling periodic training for all department members in order to familiarize them with how to conduct themselves in the presence of department canines.

All canine training should be conducted while on-duty unless otherwise approved by the canine coordinator or Watch Commander.

318.12.1 Continued Training

Each canine team shall thereafter be recertified to a current POST, CNCA or other recognized and approved certification standards on a semi-annual basis. Additional training considerations are as follows:

- a. Canine teams should receive training as defined in the current contract with the Milpitas Police Department canine training provider and attend at least four (4) weekly training sessions each month.
- b. Canine handlers are encouraged to engage in additional training with approval of the canine coordinator.
- c. To ensure that all training is consistent, no handler, trainer or outside vendor is authorized to train to a standard that is not reviewed and approved by this department.

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.

In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **One Hundred Ninety-Five Thousand Dollars and Zero Cents (\$195,000.00)**.

Vendor Rate Sheet:

- K9 training \$100/hour (16 hours monthly)
- Extra training \$100/hour
- Patrol K9 school = \$6000.00
- Tracking K9 school = \$6000.00
- Detection school = \$6000.00
- K9 (new dog) = BETWEEN \$12,500.00 AND \$15,000.00

EXHIBIT C
Activity Schedule

[RESERVED]

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:

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

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

Builder's Risk (Course of Construction):

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

Contractor's or Consultant's Pollution Legal Liability:

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

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

Cyber Liability Insurance

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

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

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

Surety Bonds:

Contractor shall provide the following Surety Bonds:

____ Bid Bond
____ Performance Bond
____ Payment Bond

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

Other Insurance Provisions:

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

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

Contractor's general liability and automobile liability policies shall be primary and shall not seek contribution from the City's coverage and be endorsed to add the City and its elected and appointed officials, officers, attorneys, agents employees and volunteers as additional insureds under such policies using Insurance Services Office form CG 20 10 (or equivalent) on the general liability policy. For construction projects, an endorsement providing completed operations coverage for the additional insured on the general liability policy, ISO form CG 20 37 (or equivalent), is also required.

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

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

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

X Notice of Cancellation, Suspension or Otherwise Voiding Policies:

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

X Waiver of Subrogation:

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

Completed Operations

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

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

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

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

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

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

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

Acceptability of Insurers:

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

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

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

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

Subcontractors:

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

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

Verification of Coverage:

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

Special Risks or Circumstances

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

Failure to Comply:

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

Applicability of Coverage:

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



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Receive an Update on Storm Drain System Emergency Repairs and Improvements at Evans Road and Piedmont Creek and Determine that the Condition Continues to Constitute an Emergency (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602)
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	3/19/2024
Recommendation:	(1) Receive an update on the storm drain system emergency repairs and improvements at Evans Road and Piedmont Creek; 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 November 21, 2023, the Public Works Director declared an emergency and authorized the City to contract with local contractor, Able Construction Inc., for the storm drain system emergency repairs and improvements at Evans Road and Piedmont Creek. Further, within the required timeframe the Public Works Director informed the City Council via the attached [Information Memorandum](#) on November 21, 2023 regarding the emergency authorization, the reasons for the authorization, and the cost for repair in the amount of \$137,519.

Project Update(s):

Below is a current update on the status of the storm drain emergency repairs and improvements at Evans Road and Piedmont Creek.

The City entered into two agreements with Able Construction Group, Inc. (Contractor) on December 14th, 2023 and December 18th, 2023 for storm drain repairs and improvements at Evans Road and Piedmont Creek, respectively. Subsequently, the City issued a Notice to Proceed to the Contractor to commence work beginning December 18th, 2023.

Prior to any field activities taking place and consistent with Public Works standard procedures, the Contractor is required provide the City with a project schedule, submittals of approved materials and products to be used for the project as well as a traffic and pedestrian control plan, should any City right-of-way be impacted by the construction activities. The City and Contractor simultaneously conduct a project kick-off meeting.

The City conducted a kick-off meeting with the Contractor on January 17, 2024. This project has no anticipated impact(s) to the right-of-way therefore a traffic or pedestrian control is not required at this time. The Contractor

provided the City with submittals of products and materials to be used for both phases of the project, which the City has reviewed and approved. The contractor also provided the City with a preliminary schedule of construction activities for the Piedmont phase of the project, which commenced the week of February 12th.

The contractor substantially completed improvements at Piedmont Creek, per project plans and specifications, the week of February 20th. Work on storm drain improvements at Evans Road commenced the week of February 20th. Improvements at Evans Road are scheduled to be substantially complete the week of March 18th.

Upon completion of the Evans Road improvements, the City will perform a site walkthrough to ensure the improvements at both project locations have been completed per project plans and specifications and the project site(s) have been satisfactorily restored to pre-project conditions. The City will subsequently issue a punch-list for any outstanding items prior to deeming the project complete.

Fiscal Impact:

Funding for these repairs is available in the City's Capital Improvement Program (CIP) budget. CIP Project 3715 - Storm Drain System Rehabilitation Project will fund \$137,519 for the storm drain system emergency repairs and improvements at Evans Road and Piedmont Creek. Funding source comes from the Storm Drain General Fund and Storm Drain Fund. As of March 6, 2024, the balance in CIP 3715 is \$1,460,724.

California Environmental Quality Act:

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

Recommendations:

1. Receive an update on the storm drain system emergency repairs and improvements at Evans Road and Piedmont Creek.
2. Determine by a four-fifths vote that the condition continues to constitute an emergency.

Attachment:

None



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve and Authorize the City Manager to Execute a Design Services Agreement with Callander Associates Landscape Architecture, Inc., for Metro Tango Subdistrict Park, Project No. 2023 (Staff Contact: Michael Silveira, Public Works - Engineering Division Manager, 408-586-3303)
Category:	Consent Calendar-Community Development
Meeting Date:	3/19/2024
Recommendation:	Approve and authorize the City Manager to execute a Design Services Agreement with Callander Associates Landscape Architecture, Inc (CALA) in the amount of \$420,237.00 for Metro Tango Subdistrict Park, Project No. 2023.

BACKGROUND:

Metro Tango Subdistrict Park, Project No. 2023 ("Project") is in the adopted 2024-2028 Capital Improvement Program. The Project provides for the design and construction of a new 4-acre park on two city-owned parcels at 1831 Tarob Court ("City Park Site 1") and 1700 Sango Court ("City Park Site 2") within the Tango Subdistrict of the Milpitas Metro Specific Plan. The two parcels are offset from one another and will be separated by the road extension of Sango Ct. ("Sango Extension") that will connect to Tarob Ct. The first phase of the road extension was completed by the developer of 355 Sango Ct. in 2023, adjacent to City Park Site 2. The second phase of the road will be constructed by the developer ("Toll Brothers") of GeoMax 2, a 2.2-acre development consisting of 43 townhome units located at 1905 Tarob Court, south of the City Park Site 1. Toll Brothers is anticipated to receive approval by the City Council for the planning entitlements in April in order to start the permitting phase for construction of the development.



City Park Site 1 will be located across the Toll Brothers' development to the north and City Park Site 2 will expand the Augustus Rathbone Park, an existing 0.75-acre park located between Expedition Lane and Jubilee Drive. The South Milpitas Boulevard Road Extension, Project No. 2016 ("SMB Extension") will extend over Penitencia Creek and through the City Park Site 1 to connect to Sango Extension. City staff is currently managing the environmental review, design, and permitting phase of SMB Extension which includes a vehicle bridge. In March 2022, the SMB Extension project was selected to receive a \$3.0 million federal earmark through the Community Project Funding/Congressionally Directed Spending bill for the construction budget shortfall. The project is anticipated to start construction in 2026 pending approval of permits from regulatory agencies, acquisition of right-of-way from Valley Water District, the Toll Brothers' development, and the authorization to bid the SMB Extension project from Caltrans, who administers the federal earmark requirements.

As part of the SMB Extension project, a bridge will be constructed over Penitencia Creek ("Creek") to connect to Sango Extension. The bridge will be placed approximately two feet above the 100-year flood elevation of the Creek to comply with Valley Water's freeboard requirement which is approximately 6 feet above the City Park Site 1 and Sango Extension. As the SMB Extension clears the southside of the creek, it will slope down to conform to Sango Extension. To ensure the park programming of the Project is integrated with both road extension projects, staff has obtained a landscape architect consultant to provide planning and design services.

ANALYSIS:

In January 2024, staff requested a proposal from six qualified landscape architect consultants to provide the planning design and construction support services for the Project. The City received and reviewed proposals from Gates and Associates, BFS Landscape Architects, and Callander Associates Landscape Architecture, Inc. (CALA). Proposals were reviewed based on the project team, project understanding, management approach, and similar past project experiences. Staff deemed CALA to be the most qualified firm and recommends contracting with CALA for the planning phase to determine the park programming through conceptual design, community outreach, and environment review. The work will allow for a better understanding of the scope of work and budget needs as the Basic Infrastructure Program of Transit Area Specific Plan estimates the Project budget of \$4.15 million which seems to be undervalued. In comparison to the recent completed 4-acre Delano Manongs Park, the estimated construction cost for this Project could range between \$6 million to \$9 million depending on the outcome of the approved park programming.

Staff has negotiated a scope of services with CALA for a not-to-exceed fee of \$420,237.00, which is considered reasonable for the service to be rendered on the project. The planning phase's schedule is anticipated to take 18 to 24 months to complete. Upon the approval of the conceptual design and the CEQA from the Recreation, and Cultural Resources Commission and City Council, an amendment to the agreement with CALA would be required to start the preparation of the construction documents and provide bid and construction support which is estimated to be between \$500,000 to \$700,000. The construction of the park is anticipated to begin in 2027 after the completion of SMB and Sango Extension projects.

POLICY ALTERNATIVE(S):

Alternative 1: Not approving the design service agreement with CALA.

Pros: None

Cons: Not approving the design service agreement will delay the start of any community engagement effort, environmental review, and planning design for the park and will not be coordinated with Sango and SMB Extension projects.

Reason for Not Recommending: It is important to determine and coordinate the park programming with the design phase of Sango and SMB Extension projects. Postponing the planning phase will create a disconnect and prevent the necessary collaboration between the two projects and prolong the completion of the park.

FISCAL IMPACT:

There is sufficient funding available in the Project budget to approve the agreement. Additional funding will be requested during the budget process of the Capital Improvement Program in fiscal year 2024-25 for the design and construction services. There is sufficient funding in the TASP Fee fund balance to support the design phase of the Project. Funding source comes from TASP Impact Fees. As of March 14, 2024, the balance in CIP 2023 is \$574,783.90.

Available Project Budget as of January 31, 2024	\$ 576,000
Summary of Estimated Cost	
Design Agreement	\$ 420,237
City Administration	\$ 155,763
Total Estimated Cost	\$ 576,000

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

As part of the CALA’s agreement, an environmental consultant will review and determine the environment impacts and prepare necessary studies to comply with the requirements of California Environmental Quality Act (CEQA). It is assumed that the proposed Project would not result in any new impacts not previously disclosed in the June 3, 2008 certified Transit Area Specific Plan Environmental Impact Report (TASP EIR) and February 7, 2023 Milpitas Metro Specific Plan Subsequent Environmental Impact Report (Metro SEIR). Therefore, a new EIR is not anticipated under requirements and conditions of CEQA guideline Section 15162 and an Addendum to the TASP EIR and Metro SEIR will be allowed by CEQA guideline Section 15164 to address minor changes and additions of the Project.

RECOMMENDATION:

Approve and Authorize the City Manager to Execute a Design Services Agreement with Callander Associates Landscape Architecture, Inc (CALA) in the amount of \$ 420,237.00 for Metro Tango Subdistrict Park, Project No. 2023

ATTACHMENT:

Attachment 1- Design Service Agreement

**CITY OF MILPITAS
DESIGN SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into as _____, 2024 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 **Callander Associates Landscape Architecture**, a **California Private Corporation** with its principal place of business at **2025 Gateway Place, Suite 285, San Jose, CA 95110** (hereinafter referred to as "Designer"). City and Designer are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

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

2.2 Designer. Designer desires to perform and assume responsibility for the provision of certain professional design services required by the City on the terms and conditions set forth in this Agreement. Designer warrants that it is fully licensed, qualified, and willing to perform the services required by this Agreement; provided, however, that if Designer is a corporation or other organization, the Project Designer designated pursuant to Section 3.2, and not the Designer itself, shall be fully licensed to practice as an architect and/or engineer in the State of California.

2.3 Project. City desires to engage Designer to render such services for the **Metro Tango Subdistrict Park Project CP 2023** ("Project") as set forth in this Agreement.

3. TERMS

3.1 Employment of Designer.

3.1.1 Scope of Services. Designer promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional design and related services necessary for the full and adequate completion of the Project consistent with the provisions of this Agreement (hereinafter referred to as "Services"). The Services are more particularly described throughout this Agreement, including Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, any exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. All Services performed by Designer shall be subject to the sole and discretionary approval of the City, which approval shall not be unreasonably withheld.

3.1.2 Term.

The term of this Agreement shall be from **March 19, 2024** to **December 31, 2027**, unless earlier terminated as provided herein. The City reserves the right to review the Designer's performance at the end of each year and cancel all or part of the Agreement.

3.2 Project Designer; Key Personnel.

3.2.1 Project Designer. Designer shall name a specific individual to act as Project Designer, subject to the approval of City. Designer hereby designates **Marie Mai (License No. PLA #5369)** to act as the Project Designer for the Project. The Project Designer shall: (1) maintain oversight of the Services; (2) have full authority to represent and act on behalf of the Designer for all purposes under this Agreement; (3) supervise and direct the Services using his or her best skill and attention; (4) be responsible for the means, methods, techniques, sequences and procedures used for the Services; (5) adequately coordinate all portions of the Services; and (6) act as principal contact with City and all contractors, consultants, engineers and inspectors on the Project. Any change in the Project Designer shall be subject to the City's prior written approval, which approval shall not be unreasonably withheld. The new Project Designer shall be of at least equal competence as the prior Project Designer. In the event that City and Designer cannot agree as to the substitution of a new Project Designer, City shall be entitled to terminate this Agreement for cause.

3.2.2 Key Personnel. In addition to the Project Designer, Designer has represented to the City that certain additional key personnel, engineers and consultants will perform the Services under this Agreement. Should one or more of such personnel, engineers or consultants become unavailable, Designer may substitute others of at least equal competence upon written approval of the City. In the event that City and Designer cannot agree as to the substitution of key personnel, engineers or consultants, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel, engineers or consultants who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Designer at the request of the City. The key additional personnel, engineers and consultants for performance of this Agreement are as follows:

Firm	Areas of Expertise and Scope of Work
Callander Associates Landscape Architecture	Prime Consultant, Landscape Design
CBG, Inc.	Civil Design
RW Consulting Engineers Inc	Structural Design
Aurum Consulting Engineers	Electrical Design

3.3 Hiring of Consultants and Personnel.

3.3.1 Right to Hire or Employ. Designer shall have the option, unless City objects in writing after notice, to employ at its expense architects, engineers, experts or other consultants qualified and licensed to render services in connection with the planning and/or administration of the Project, and to delegate to them such duties as Designer may delegate without relieving Designer from administrative or other responsibility under this Agreement. Designer shall be responsible for the coordination and cooperation of Designer's architects, engineers, experts or other consultants. All consultants, including changes in consultants, shall be subject to approval by City in its sole and reasonable discretion. Designer shall notify City of the identity of all consultants at least fourteen (14) days prior to their commencement of work to allow City to review their qualifications and approve to their participation on the Project in its sole and reasonable discretion.

3.3.2 Qualification and License. All architects, engineers, experts and other consultants retained by Designer in performance of this Agreement shall be qualified to perform the Services assigned to them, and shall be licensed to practice in their respective professions, where required by law.

3.3.3 Standards and Insurance. All architects, engineers, experts and other consultants hired by Designer shall be required to meet all of the same standards and insurance requirements set forth in this Agreement, unless other standards or requirements are approved by the City in writing. Unless changes are approved in writing by the City, Designer's agreements with its consultants shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.3.4 Assignments or Staff Changes. Designer shall promptly obtain written City approval of any assignment, reassignment or replacement of such architects, engineers, experts and consultants, or of other staff changes of key personnel working on the Project. As provided in the Agreement, any changes in Designer's consultants and key personnel shall be subject to approval by City.

3.3.5 Draftsman and Clerical Support. Draftsmen and clerical personnel shall be retained by Designer at Designer's sole expense.

3.4 Standard of Care.

3.4.1 Standard of Care. Designer shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform the Services in the same discipline in the State of California, and shall be responsible to City for damages sustained by the City and delays to the Project as specified in the indemnification provision of this Agreement. Without limiting the foregoing, Designer shall be fully responsible to the City for any increased costs incurred by the City as a result of any such delays in the design or construction of the Project. Designer represents and maintains that it is skilled in the professional calling necessary to perform the Services. Designer warrants and represents that all of its employees, architects, engineers, experts and other consultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Designer represents that it, its employees, architects, engineers, experts and other consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services assigned to or rendered by them and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Designer shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Designer's failure to comply with the standard of care provided for herein.

3.4.2 Performance of Employees. Any employee or consultant who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee or consultant who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Designer and shall not be re-employed to perform any of the Services or to work on the Project.

3.5 Laws and Regulations.

3.5.1 Knowledge and Compliance. Designer shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in any manner affecting the performance of the Services or the Project, and shall give all notices required of the Designer by law. Designer shall be liable, pursuant to the standard of care and indemnification provisions of this Agreement, for all violations of such laws and regulations in connection with its Services. If the Designer performs any work knowing it to be contrary to such laws, rules and regulations, Designer shall be solely

responsible for all costs arising therefrom. Designer shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.5.2 Drawings and Specifications. Designer shall cause all drawings and specifications to conform to any applicable requirements of federal, state and local laws, rules and regulations, including the Uniform Building Code, in effect as of the time the drawings and specifications are prepared or revised during the latest phase of the Services described in Exhibit “A” attached hereto. Any significant revisions made necessary by changes in such laws, rules and regulations after this time may be compensated as Additional Services which were not known or reasonably should not have been known by Designer. Designer shall cause the necessary copies of such drawings and specifications to be filed with any governmental bodies with approval jurisdiction over the Project, in accordance with the Services described in Exhibit “A” attached hereto. For the preparation of all such drawings and specifications, the Designer shall use Computer Aided Design Drafting (“CADD”) (e.g., AutoCAD) or other technology acceptable to the Designer and City.

3.5.3 Americans with Disabilities Act. Designer will use its best professional efforts to interpret all applicable federal, state and local laws, rules and regulations with respect to access, including those of the Americans with Disabilities Act (“ADA”). Designer shall inform City of the existence of inconsistencies of which it is aware or reasonably should be aware between federal and state accessibility laws, rules and regulations, as well as any other issues which are subject to conflicting interpretations of the law, and shall provide the City with its interpretation of such inconsistencies and conflicting interpretations. Unless Designer brings such inconsistencies and conflicting interpretations to the attention of the City and requests City’s direction on how to proceed, the Designer’s interpretation of such inconsistencies and conflicting interpretations shall be the sole responsibility and liability of Designer, and the Designer shall correct all plans, specifications and other documents prepared for the Project at no additional cost if its interpretations are shown to be incorrect. In the event that the Designer request’s City’s direction on how to proceed with respect to any inconsistent and/or conflicting interpretation, the Designer shall be responsible to the City only pursuant to the indemnification provisions of this Agreement.

3.5.4 Permits, Approvals and Authorizations. Designer shall provide City with a list of all permits, approvals or other authorizations required for the Project from all federal, state or local governmental bodies with approval jurisdiction over the Project. Designer shall then assist the City in obtaining all such permits, approvals and other authorizations. The costs of such permits, approvals and other authorizations shall be paid by the City.

3.5.5 Water Quality Management and Compliance.

(a) Compliance with Water Quality Laws, Ordinances and Regulations. Designer shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City’s ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); and any and all regulations, policies, or permits issued pursuant to any such authority. Designer shall additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

(b) Standard of Care. Designer warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.5.5(a) of this Agreement. Designer further warrants that it, its employees and subcontractors will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services.

(c) Liability for Non-compliance.

(i) Indemnity: Failure to comply with laws, regulations, and ordinances listed in Sections 3.5.5(a) of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Designer agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(ii) Defense: City reserves the right to defend any enforcement action or civil action brought against the City for Designer's failure to comply with any applicable water quality law, regulation, or policy. Designer hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(iii) Damages: City may seek damages from Designer for delay in completing the Services caused by Designer's failure to comply with the laws, regulations and policies described in Section 3.5.5(a) of this Agreement, or any other relevant water quality law, regulation, or policy.

3.6 Independent Contractor.

3.6.1 Control and Payment of Subordinates. City retains Designer on an independent contractor basis and Designer is not an employee of City. Designer is not an employee for state tax, federal tax or any other purpose, and is not entitled to the rights or benefits afforded to City's employees. Any additional personnel performing the Services under this Agreement on behalf of Designer shall also not be employees of City, and shall at all times be under Designer's exclusive direction and control. Designer shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Designer shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.7 Schedule of Services.

3.7.1 Designer Services. Designer shall fully and adequately complete the Services described in this Agreement and in Exhibit "A" attached hereto and incorporated herein by reference.

3.7.2 Timely Performance Standard. Designer shall perform all Services hereunder as expeditiously as is consistent with professional skill and care, as well as the orderly progress of the Project work so as not to be the cause, in whole or in part, of delays in the completion of the Project or in the achievement of any Project milestones, as provided herein. Specifically, Designer shall perform its Services so as to allow for the full and adequate completion of the Project within the time required by the

City and within any completion schedules adopted for the Project. Designer agrees to coordinate with City's staff, contractors and consultants in the performance of the Services, and shall be available to City's staff, contractors and consultants at all reasonable times.

3.7.3 Performance Schedule. Designer shall prepare an estimated time schedule for the performance of Designer's Services, to be adjusted as the Project proceeds. Such schedule shall be subject to the City's review and approval, which approval shall not be unreasonably withheld, and shall include allowances for periods of time required for City's review and approval of submissions, and for approvals of authorities having jurisdiction over Project approval and funding. If City and Designer cannot mutually agree on a performance schedule, City shall have the authority to immediately terminate this Agreement. The schedule shall not be exceeded by Designer without the prior written approval of City. If the Designer's Services are not completed within the time provided by the agreed upon performance schedule, or any milestones established therein, it is understood, acknowledged and agreed that the City will suffer damage for which the Designer will be responsible pursuant to the indemnification provision of this Agreement.

3.7.4 Excusable Delays. Any delays in Designer's work caused by the following shall be added to the time for completion of any obligations of Designer: (1) the actions of City or its employees; (2) the actions of those in direct contractual relationship with City; (3) the actions of any governmental agency having jurisdiction over the Project; (4) the actions of any parties not within the reasonable control of the Designer; and (5) any act of God or other unforeseen occurrence not due to any fault or negligence on the part of Designer. Neither the City nor the Designer shall be liable for damages, liquidated or otherwise, to the other on account of such delays.

3.7.5 Request for Excusable Delay Credit. The Designer shall, within fifteen (15) calendar days of the beginning of any excusable delay, notify the City in writing of the causes of delay (unless City grants in writing a further period of time to file such notice prior to the date of final payment under the Agreement). City will then ascertain the facts and the extent of the delay, and grant an extension of time for completing the Services when, in its sole judgment, the findings of fact justify such an extension. The City's findings of fact thereon shall be final and conclusive on the parties. Extensions of time shall apply only to that portion of the Services affected by the delay and shall not apply to other portions of the Services not so affected. The sole remedy of Designer for extensions of time shall be an extension of the performance time at no cost to the City. If Additional Services are required as a result of an excusable delay, the parties shall mutually agree thereto pursuant to the Additional Services provision of this Agreement. Should Designer make an application for an extension of time, Designer shall submit evidence that the insurance policies required by this Agreement remain in effect during the requested additional period of time.

3.8 Additional Designer Services.

3.8.1 Request for Services. At City's request, Designer may be asked to perform services not otherwise included in this Agreement, not included within the basic services listed in Exhibit "A" attached hereto, and/or not customarily furnished in accordance with generally accepted design practice.

3.8.2 Definition. As used herein, "Additional Services" mean: (1) any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary for the Designer to perform at the execution of this Agreement; or (2) any work listed as Additional Services in Exhibit "A" attached hereto. Designer shall not perform, nor be compensated for, Additional Services without prior written authorization from City and without an agreement between the City and Designer as to the compensation to be paid for such services. City shall

pay Designer for any approved Additional Services, pursuant to the compensation provisions herein, so long as such services are not made necessary through the fault of Designer pursuant to the indemnification provision of this Agreement.

3.8.3 Examples of Additional Services. Such Additional Services shall not include any redesign or revisions to drawings, specifications or other documents when such revisions are necessary in order to bring such documents into compliance with applicable laws, rules, regulations or codes of which Designer was aware or should have been aware pursuant to the laws and regulations provision of this Agreement above. Such Additional Services may include, but shall not be limited to:

(a) Separately Bid Portions of Project. Plan preparation and/or administration of work on portions of the Project separately bid.

(b) Furniture and Interior Design. Assistance to City, if requested, for the selection of moveable furniture, equipment or articles which are not included in the Construction Documents.

(c) Fault of Contractor. Services caused by delinquency, default or insolvency of contractor, or by major defects in the work of the contractor, provided that any such services made necessary by the failure of Designer to detect and report such matters when it reasonably should have done so shall not be compensated.

(d) Inconsistent Approvals or Instructions. Revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of Designer.

(e) Legal Proceedings. Serving as an expert witness on City's behalf or attending legal proceedings to which the Designer is not a party.

(f) Damage Repair. Supervision of repair of damages to any structure.

(g) Extra Environmental Services. Additional work required for environmental conditions (e.g. asbestos or site conditions) not already contemplated within the Designer's services for the Project.

3.9 City Responsibilities. City's responsibilities shall include the following:

3.9.1 Data and Information. City shall make available to Designer all necessary data and information concerning the purpose and requirements of the Project, including scheduling and budget limitations, objectives, constraints and criteria. As part of the budget limitation information, the City shall provide the Designer with a preliminary construction budget ("City's Preliminary Construction Budget").

3.9.2 Project Survey. If required pursuant to the scope of the Project and if requested by Designer, City shall furnish Designer with, or direct Designer to procure at City's expense, a survey of the Project site prepared by a registered surveyor or civil engineer, any other record documents which shall indicate existing structures, land features, improvements, sewer, water, gas, electrical and utility lines, topographical information and boundary dimensions of the site, and any other such pertinent information.

3.9.3 Bid Phase. Distribute Construction Documents to bidders and conduct the opening and review of bids for the Project.

3.9.4 Testing. Retain consultant(s) to conduct chemical, mechanical, soils, geological or other tests required for proper design of the Project, and furnish such surveys, borings, test pits, and other tests as may be necessary to reveal conditions of the site which must be known to determine soil condition or to ensure the proper development of the required drawings and specifications.

3.9.5 Required Inspections and Tests. Retain consultant(s) to conduct materials testing and inspection or environmental/hazardous materials testing and inspection pursuant to any applicable laws, rules or regulations.

3.9.6 Fees of Reviewing or Licensing Agencies. Directly pay or reimburse the payment of all fees required by any reviewing or licensing agency, or other agency having approval jurisdiction over the Project.

3.9.7 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. The City Manager hereby designates **Matt Cano, Interim City Engineer**, or his or her designee, as the City's contact for the implementation of the Services hereunder. Designer shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.9.8 Review and Approved Documents. Review all documents submitted by Designer, including change orders and other matters requiring approval by the City Council or other officials. City shall advise Designer of decisions pertaining to such documents within a reasonable time after submission, so as not to cause unreasonable delay as provided in the excusable delay provisions of this Agreement above.

3.10 Compensation.

3.10.1 Designer's Compensation for Basic Services. City shall pay to Designer, for the performance of all Services rendered under this Agreement, the total not to exceed amount of **Four Hundred Twenty Thousand Two Hundred Thirty-Seven Dollars (\$420,237)** ("Total Compensation"). This Total Compensation amount shall be based upon, and may be adjusted according to, the fee schedule and related terms and conditions attached hereto as Exhibit "B" and incorporated herein by reference. The Total Compensation, as may be adjusted upon mutual agreement, shall constitute complete and adequate payment for Services under this Agreement.

3.10.2 Payment for Additional Services. At any time during the term of this Agreement, City may request that Designer perform Additional Services. As used herein, Additional Services means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Any additional work in excess of this amount must be approved by the City. If authorized, such Additional Services will be compensated at the rates and in the manner set forth in Exhibit "C" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the parties. If City requires Designer to hire consultants to perform any Additional Services, Designer shall be compensated therefore at the rates and in the manner set forth in Exhibit "C" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the parties. City shall have the authority to review and approve the rates of any

such consultants. In addition, Designer shall be reimbursed for any expenses incurred by such consultants pursuant to the terms and conditions of Section 3.10.3.

3.10.3 Reimbursable Expenses. Reimbursable expenses are in addition to compensation for the Services and Additional Services. Designer shall not be reimbursed for any expenses unless authorized in writing by City, which approval may be evidenced by inclusion in Exhibit "C" attached hereto. Such reimbursable expenses shall include only those expenses which are reasonably and necessarily incurred by Designer in the interest of the Project. Designer shall be required to acquire prior written consent in order to obtain reimbursement for the following: (1) extraordinary transportation expenses incurred in connection with the Project; (2) out-of-town travel expenses incurred in connection with the Project; (3) fees paid for securing approval of authorities having jurisdiction over the Project; (4) bid document duplication costs in excess of \$1,000.00; and (5) other costs, fees and expenses in excess of \$1,000.00.

3.10.4 Payment to Designer. Designer's compensation and reimbursable expenses shall be paid by City to Designer no more often than monthly. Such periodic payments shall be made based upon the percentage of work completed, and in accordance with the phasing and funding schedule provided in Exhibit "B" and the compensation rates indicated in Exhibit "C" attached hereto and incorporated herein by reference. In order to receive payment, Designer shall present to City an itemized statement which indicates Services performed, percentage of Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement, as well as those expenses for which reimbursement is requested for that statement period. The amount paid to Designer shall never exceed the percentage amounts authorized by the phasing and funding schedule located in Exhibit "B" attached hereto. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the parties in a mutually agreeable manner.

Payments made for Additional Services shall be made in installments, not more often than monthly, proportionate to the degree of completion of such services or in such other manner as the parties shall specify when such services are agreed upon, and in accordance with any authorized fee or rate schedule. In order to receive payment, Designer shall present to City an itemized statement which indicates the Additional Services performed, percentage of Additional Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Additional Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the parties in a mutually agreeable manner.

Upon cancellation or termination of this Agreement, Designer shall be compensated as set forth in the termination provision herein.

3.10.5 Withholding Payment to Designer. The City may withhold payment, in whole or in part, to the extent reasonably necessary to protect the City from claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind to the extent arising out of or caused by the negligence, recklessness, or willful misconduct protected under the indemnification provisions of this Agreement. Failure by City to deduct any sums from a progress payment shall not constitute a waiver of the City's right to such sums. The City may keep any moneys which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the

payment of any expenses, losses, or damages as determined by the City, incurred by the City for which Designer is liable under the Agreement or state law. Payments to the Designer for compensation and reimbursable expenses due shall not be contingent on the construction, completion or ultimate success of the Project. Payment to the Designer shall not be withheld, postponed, or made contingent upon receipt by the City of offsetting reimbursement or credit from parties not within the Designer's reasonable control.

3.10.6 Prevailing Wages. Designer is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Designer agrees to fully comply with and to require its consultants to fully comply with such Prevailing Wage Laws. City shall provide Designer with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Designer shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Designer's principal place of business and at the Project site. Designer 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 of the Designer or its consultants to comply with the Prevailing Wage Laws. It shall be mandatory upon the Designer 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.

3.10.7 Registration. 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 Designer and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Designer 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.

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

3.11 Notice to Proceed.

Designer shall not proceed with performance of any Services under this Agreement unless and until the City provides a written notice to proceed.

3.12 Termination, Suspension and Abandonment.

3.12.1 Grounds for Termination; Designer's Termination for Cause. City hereby reserves the right to suspend or abandon, at any time and for any reason, all or any portion of the Project and the construction work thereon, or to terminate this Agreement at any time with or without cause. Designer shall be provided with at least seven (7) days advanced written notice of such suspension, abandonment or termination. In the event of such suspension, abandonment or termination, Designer shall be paid for Services and reimbursable expenses rendered up to the date of such suspension, abandonment or termination, pursuant to the schedule of payments provided for in this Agreement, less any claims against or damages suffered by City as a result of the default, if any, by Designer. Designer hereby expressly waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein, in the event of such suspension, abandonment or termination. Designer may terminate this Agreement for substantial breach of performance by the City such as failure to make payment to Designer as provided in this Agreement.

3.12.2 City's Suspension of Work. If Designer's Services are suspended by City, City may require Designer to resume such Services within ninety (90) days after written notice from City. When the Project is resumed, the Total Compensation and schedule of Services shall be equitably adjusted upon mutual agreement of the City and Designer.

3.12.3 Documents and Other Data. Upon suspension, abandonment or termination, Designer shall provide to City all preliminary studies, sketches, working drawings, specifications, computations, and all other Project Documents, as defined below, to which City would have been entitled at the completion of Designer's Services under this Agreement. Upon payment of the amount required to be paid to Designer pursuant to the termination provisions of this Agreement, City shall have the rights, as provided in this Agreement hereinafter, to use such Project Documents prepared by or on behalf of Designer under this Agreement. Designer shall make such documents available to City upon request and without additional compensation other than as may be approved as a reimbursable expense.

3.12.4 Employment of other Designers. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.13 Ownership and Use of Documents; Confidentiality.

3.13.1 Ownership. All plans, specifications, original or reproducible transparencies of working drawings and master plans, preliminary sketches, design presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded on computer diskettes (hereinafter referred to as the "Project Documents") shall be and remain the property of City. Although the official copyright in all Project Documents shall remain with the Designer or other applicable subcontractors or consultants, the Project Documents shall be the property of City whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the

Project, Designer shall provide to City copies of all Project Documents required by City. In addition, Designer shall retain copies of all Project Documents on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, Designer shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.13.2 Right to Use. Designer grants to City the right to use and reuse all or part of the Project Documents, at City's sole discretion and with no additional compensation to Designer, for the following purposes:

- (a) The construction of all or part of this Project.
- (b) The repair, renovation, modernization, replacement, reconstruction or expansion of this Project at any time;
- (c) The construction of another project by or on behalf of the City for its ownership and use;

City is not bound by this Agreement to employ the services of Designer in the event such documents are used or reused for these purposes. City shall be able to use or reuse the Project Documents for these purposes without risk of liability to the Designer or third parties with respect to the condition of the Project Documents, and the use or reuse of the Project Documents for these purposes shall not be construed or interpreted to waive or limit City's right to recover for latent defects or for errors or omissions of the Designer.

Any use or reuse by City of the Project Documents on any project other than this Project without employing the services of Designer shall be at City's own risk with respect to third parties. If City uses or reuses the Project Documents on any project other than this Project, it shall remove the Designer's seal from the Project Documents and hold harmless Designer and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Project Documents on such other project.

3.13.3 License. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify or reuse any and all Project Documents and any intellectual property rights therein. Designer shall require any and all subcontractors and consultants to agree in writing that City is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

3.13.4 Right to License. Designer represents and warrants that Designer has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Project Documents that Designer prepares or causes to be prepared pursuant to this Agreement. Designer shall indemnify and hold City harmless pursuant to the indemnification provisions of this Agreement for any breach of this Section. Designer makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents that were prepared by design professionals other than Designer and provided to Designer by City.

3.13.5 Confidentiality. All Project Documents, either created by or provided to Designer in connection with the performance of this Agreement, shall be held confidential by Designer to the extent they are not subject to disclosure pursuant to the Public Records Act. All Project Documents shall not, without the written consent of City, be used or reproduced by Designer for any purposes other than the performance of the Services. Designer shall not disclose, cause or facilitate the disclosure of the

Project Documents to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Designer which is otherwise known to Designer or is generally known, or has become known, to the related industry shall be deemed confidential. Designer shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the written consent of City.

3.14 Indemnification.

3.14.1 To the fullest extent permitted by law, Designer 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 Designer, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Designer'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. Designer's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Designer, the City, its officials, officers, employees, agents, or volunteers.

3.14.2 If Designer's obligation to defend, indemnify, and/or hold harmless arises out of Designer'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, Designer'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 Designer, and, upon Designer obtaining a final adjudication by a court of competent jurisdiction, Designer's liability for such claim, including the cost to defend, shall not exceed the Designer's proportionate percentage of fault.

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

3.16 Records.

Designer shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Designer shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Designer shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

3.17 Standardized Manufactured Items.

Designer shall cooperate and consult with City in the use and selection of manufactured items on the Project, including but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials and floor coverings. All such manufactured items shall be standardized to City's criteria to the extent such criteria do not interfere with building design.

3.18 Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described herein. Any additional or subsequent construction at the site of the Project, or at any other City site, will be covered by, and be the subject of, a separate Agreement for design services between City and the designer chosen therefor by City.

3.19 Mediation.

Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the parties.

3.20 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, Designer 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.

3.21 Asbestos Certification.

Designer shall certify to City, in writing and under penalty of perjury, that to the best of its knowledge, information and belief no asbestos-containing material or other material deemed to be hazardous by the state or federal government was specified as a building material in any construction document that the Designer prepares for the Project. Designer shall require all consultants who prepare any other documents for the Project to submit the same written certification. Designer shall also assist the City in ensuring that contractors provide City with certification, in writing and under penalty of perjury, that to the best of their knowledge, information and belief no material furnished, installed or incorporated into the Project contains asbestos or any other material deemed to be hazardous by the state or federal government. These certifications shall be part of the final Project submittal. Designer shall include statements in its specifications that materials containing asbestos or any other material deemed to be hazardous by the state or federal government are not to be included.

3.22 No Third Party Rights.

This Agreement shall not create any rights in, or inure to the benefits of, any third party except as expressly provided herein.

3.23 Governing Law.

This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. Venue shall be in Santa Clara County.

3.24 Exhibits and Recitals.

All exhibits and recitals contained herein and attached hereto are material parts of this Agreement and are incorporated as if fully set forth.

3.25 Severability.

Should any provision in the Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

3.26 Non-Waiver.

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

3.27 Safety.

Designer shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Designer shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

3.28 Harassment Policy.

Designer shall provide a copy of the City's Harassment Policy to each of its employees assigned to perform the tasks under this Agreement. Designer shall submit to the City's Personnel Manager a statement signed by each of its employees who are assigned to perform the Services under this Agreement certifying receipt of City's Harassment Policy and certifying that they have read the Harassment Policy. A finding by the City that any of Designer's employees has harassed a City employee shall be grounds for appropriate discipline, up to and including such employee's removal from performance of this Agreement at City's request.

3.29 Delivery of Notices.

All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CITY:

City of Milpitas
455 E. Calaveras Boulevard
Milpitas, California 95035
Attn: Michael Silveira,
Public Works – Engineering Division Manager

DESIGNER:

Callander Associates Landscape Architecture, Inc
2025 Gateway Place, STE 285
San Jose, CA 95110
Attn: Marie Mai,
Principal

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.30 Time of Essence.

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

3.31 City's Right to Employ Other Consultants.

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

3.32 Prohibited Interests.

3.32.1 Solicitation. Designer warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Designer, to solicit or secure this Agreement. Further, Designer 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 Designer, 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.

3.32.2 Conflict of Interest. 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.

3.33 Equal Opportunity Employment.

Designer 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 any other classification protected by federal or state law. 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. Designer shall also comply with all relevant provisions of City's minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.34 Labor Certification.

By its signature hereunder, Designer certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.35 Wage Theft Certification.

3.35.1 Designer, 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.

3.35.2 BY SIGNING THIS AGREEMENT, DESIGNER 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 DESIGNER OR ITS SUBCONSULTANTS HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. DESIGNER 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, DESIGNER 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 DESIGNER OR ITS SUBCONSULTANT(S) ARE IN COMPLIANCE WITH SAID PLAN AS OF THE DATE OF EXECUTING THIS AGREEMENT.

3.35.3 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 Designer or a subconsultant it employs to perform work under this Agreement has violated any applicable wage and hour law, or Designer learns of such a judgment, decision, or order that was not previously disclosed in its bid/proposal, Designer 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. Designer 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 Designer or its subconsultant is subject to a payment or other alternative plan, the Designer 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.

3.35.4 For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted or the time period to appeal has expired. Relevant investigatory government agencies include: the United States Department of Labor, the California Division of Labor Standards Enforcement, the City, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

3.35.5 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.

3.35.6 Notice provided to the City shall be addressed to: Attention: Finance Director, 455 E. Calaveras Blvd. Milpitas, CA 95035. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

3.36 Subcontracting.

As specified in this Agreement, Designer shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to each and every provision of this Agreement.

3.37 Supplemental Conditions.

Any supplemental conditions shall be attached as an exhibit to this Agreement, and that exhibit shall be incorporated herein by reference.

3.38 Entire Agreement.

This Agreement, with its exhibits, contains the entire agreement of the parties hereto, and supersedes any and all other prior or contemporaneous negotiations, understandings and oral or written agreements between the parties hereto. 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. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all parties hereto.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR DESIGN SERVICES AGREEMENT
BETWEEN THE CITY OF MILPITAS
AND CALLANDER ASSOCIATES LANDSCAPE ARCHITECTURE, INC. (CALA)**

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

CITY OF MILPITAS

**CALLANDER ASSOCIATES LANDSCAPE
ARCHITECTURE**

Approved By:

Ned Thomas, City Manager

Signature

Date

Marie Mai
Name

Approved As To Form:

Principal
Title

Michael Mutalipassi, City Attorney

Date

Approved:

Gabrielle Tsang
Acting Director of Finance

Approved As To Content:

Matt Cano
Assistant City Manager/Interim City Engineer

EXHIBIT “A”
DESIGNER’S SCOPE OF SERVICES

SCOPE OF SERVICES

Items shown in ***boldface italics*** are deliverables. CALA shall prepare a ***meeting agenda*** prior to and distribute the ***meeting summary*** subsequent to all community meetings, staff meetings and teleconferences. Assumptions include:

- Park design and CEQA clearance for two parcels: 1831 Tarob Court (APN 086-36-030) and 1700 Sango Court (APN 086-036-012); landscape strip and sidewalk design for north side of Sango Court extension and along northern frontage of 1700 Sango Ct; both off-site and on-site improvements and site demolition for 1700 Sango Ct will be shown in a single bid set.
- Topographic field and boundary survey and geotechnical report for both parcels prepared under the direction of Carlson Barbee & Gibson (CBG) will be provided to CALA by the City for use in park design. Surveys and report recommendations will be at a level of detail suitable for final park design, and include park plan review by the geotechnical engineer to confirm park design conforms to their recommendations.
- Project design plans for Project 1 (Vehicle Bridge and S. Milpitas Blvd extension), Project 2 (Sango Ct extension), Geomax development at 1905 Tarob Ct, building and site demolition at 1831 Tarob Ct, and Risk Management Plan for 1831 Tarob Ct will be provided to CALA by the City for use in park design and coordination.
- CALA subconsultants to include:
 - a) Environmental documentation prepared by David J. Powers & Associates
 - b) Site demolition at 1700 Sango Ct, and civil, stormwater, and utility design for both parcels by civil
 - c) Electrical and lighting design by Aurum Consulting Engineers
 - d) Translation services for meeting notification flyers by NOW Interpreters
- Typical park design elements are anticipated to include: parking lot, pathways, picnic areas, sports fields or courts, fitness stations, playgrounds, pre-fabricated restroom building (ie. Public Restroom Company), landscaping, irrigation, site furnishings, and utility improvements. These are not anticipated to result in any new or greater impacts than those identified in the Milpitas Transit Area Specific Plan Environmental Impact Report (EIR) and Supplemental Environmental Impact Report (SEIR); therefore our scope assumes the park project would be eligible for an Addendum to these documents.
- Atypical or custom-designed park elements such as a community center or gazebo; and/or electrical design for athletic field and street lighting are not anticipated at this time and could be provided as an additional service. City has confirmed that the existing building and site at 1700 Sango Ct is 'clean' and no hazardous materials testing is required.

TASK A: PROJECT ADMINISTRATION & COORDINATION – Planning Phase

- A.01 **Kick-off Meeting:** Kick-off the project with City staff to review project requirements and overall project goals. Prepare a written ***meeting summary*** documenting decisions made in the meeting.
- A.02 **Project Schedule:** Prepare a Gantt chart ***project schedule*** with all key dates noted for tasks, subtasks, design milestones, review meetings and critical path shown. Schedule to be updated and provided with every major milestone submittal.
- A.03 **Project Administration:** CALA will be the primary responsible party for managing the project's schedule and contract budget. Coordinate with City staff in advance for plan review periods and progress meetings. Manage and coordinate with subconsultants and administer subconsultant contracts.

SCOPE OF SERVICES

- A.04 **Review Meetings:** Attend virtual design progress meetings with the City during the conceptual design and community outreach phases. See tasks C.01, C.03, C.07, C10, D.07, and F.03.
- A.05 **Public Hearings:** Attend Parks, Recreation, and Cultural Resources Commission and City Council meetings. Assist staff in presenting the project slideshow and answering questions. See tasks D.06 and D.08.

TASK B: FIELD AND DOCUMENT INVESTIGATION

- B.01 **Topographic Survey:** No services provided. CALA assumes the topographic survey provided by the City will have sufficient detail to enable final park design, including contours at one-foot intervals, spot elevations, tree locations, property lines, and visible and subsurface utilities for both park parcels.
- B.02 **Geotechnical Report:** No services provided. CALA assumes the geotechnical investigation and report provided by the City will include design recommendations for pavements, stormwater treatment, earthwork and compaction, and park amenity foundations.
- B.03 **Document Review:** Review background documents for the site including, but not limited to, topographic survey, park record drawings, geotechnical report, flood maps for Penitencia Creek, Parks & Recreation Master Plan, site demolition plans for 1831 Tarob Court, project design documents for adjacent developments, City standard details and City ordinances. As-built plans for Augustus Rathbone Park provided by the City will be reviewed during our site investigation to be verified against existing conditions. Prepare brief **summary memo** of findings and identify need for additional information if applicable.
- B.04 **Site Reconnaissance:** Utilizing the City-provided topographic surveys, visit site to visually review apparent features and utilities; document approximate size and species of existing plants; photograph site and general vicinity for use in reviewing with Client, and to photo document existing conditions.
- B.05 **Tree Survey:** Conduct site reconnaissance to document location, attach individual numbered tags, identify species, and size (DBH), and to visually assess the condition of existing trees, and to review



FAYETTE PARK, MOUNTAIN VIEW

This creation of a brand-new park requires significant public input. How then, to accomplish this in the middle of a pandemic? This was the challenge facing the San Antonio Mini Park project. CALA employed a variety of techniques, combining virtual meetings with 'real time' voting opportunities to create a fun and engaging forum for the public.

SCOPE OF SERVICES

the relationship of trees to the proposed improvements. Prepare a **Draft Arborist Report** for review to include an inventory of all trees within the project limits, and identify protected trees as defined by City code. The report will also include recommendations for pruning, health care, mitigation requirements, recommended removals and protection measures. Review City and environmental consultant comments, coordinate and prepare a **Final Arborist Report** to be included with the CEQA documents.

B.06 **Development Plan Coordination:** Coordinate with City staff and consultants from the adjacent development projects to identify design criteria, limitations, and considerations pertinent to the park design. Task includes 3 teleconference meetings to review and coordinate the project designs.

TASK C: PROGRAMMING/CONCEPTUAL PLAN

C.01 **Staff Meeting:** Review project goals, City-preferred materials, recreation and community service department programming priorities, and community outreach strategy and plan.

C.02 **Community Meeting Materials:** Prepare an **opportunity and constraints plan** to illustrate existing conditions, site context, constraints and potential amenities. Prepare a **program images board** to illustrate potential park amenities and features. Prepare draft **presentation** to include project background, process, input opportunities, and next steps.

C.03 **Review Meeting:** Preview the **presentation** with staff, solicit input and prepare a **final Powerpoint** to be presented at Community Meeting #1. Confirm meeting specifics including meeting format (virtual or in-person), materials to be presented, use of polling techniques and responsible parties. Make minor revisions based on City input.

C.04 **Community Meeting #1:** See task D.03.

C.05 **Conceptual Plan Alternatives:** Meet with City in a teleconference call to debrief meeting outcome and obtain direction for proceeding with conceptual designs. Based on input from the community and City staff, prepare three concept alternatives. For maximum graphic clarity, these will be **large format, hand drawn, color rendered plans** prepared at 1" = 20'. The plans will capture the Penitencia Creek Bridge and roadway extensions for context. **Images** of existing conditions, potential park amenities, materials, and finishes will be provided to supplement the concepts.

C.06 **Cost Estimate:** Prepare an **estimate of probable construction costs** for each concept.

C.07 **Review Meeting:** Present the alternatives and estimates to City staff and identify revisions. Make minor refinements.

C.08 **Community Meeting #2:** See task D.04.

C.09 **Preferred Conceptual Plan:** Prepare the **preferred plan** and supporting images per community and staff input. Update the **cost estimate** accordingly. Review **grading coordination plan** for 1831 Tarob Ct and provide input in getting the site prepared and to an appropriate condition and rough grade elevation.

C.10 **Teleconference:** Engage in teleconference meeting to review meeting outcome and confirm direction for proceeding with a single preferred park plan.

C.11 **Community Meeting #3:** See task D.05.

SCOPE OF SERVICES

TASK D: COMMUNITY OUTREACH

D.01 **Outreach Plan:** Prepare an **outreach plan** summarizing the outreach strategy with the community and stakeholder groups. Outline meetings, meeting format, location, tentative dates, roles and responsibilities, purpose, and desired outcome. Review with staff as part of task C.01. Anticipated strategies and deliverables for getting the word out beyond the typical City website and social media posts include but are not limited to:

- **On-site poster:** Reformat from the flyer at 24x36 size in weather-resistant material and post at Augustus Rathbone Park and on fence at each parcel
- **Door hangers:** Reformat from the flyer and distribute to adjacent businesses (a dozen max)
- **Stakeholder Outreach:** E-mail flyer to stakeholders such as Valley Water District and representatives of adjacent development teams, among others
- **Flyer:** Drop off and/or post at adjacent apartment building offices or clubhouses as allowed by property manager (a dozen max)

D.02 **Meeting Notification Flyers:** Prepare a **meeting notification flyer** for Community Meetings #1a and 1b and update twice. Coordinate with translator to develop each flyer in four languages: English, Spanish, Vietnamese, and Chinese. Share flyer to City social media network to maximize exposure of the project to the community. Submit in pdf and jpg format for City to reproduce and mail.

D.03 **Community Meetings #1a and 1b:** In collaboration with City staff, present the project to the community and stakeholders at an in-person as well as separate virtual meeting. Evaluate opportunities for holding the in-person meeting at the site and incorporating a pre-meeting site walk to encourage community interest in the project and better understand the unique site constraints. Prepare **on-line survey** via SurveyMonkey. Hosting both an in-person as well as virtual meeting and on-line survey helps maximize outreach to the community at the project outset by accommodating community members with schedule conflicts and limited availability. Share imagery of possible improvements to stimulate discussion and help educate the public about possible uses that fit the scale of the parcels. Utilize Poll Everywhere to engage attendees with live audience interaction. Document public input.

D.04 **Community Meeting #2:** Present the alternatives to the public in an in-person as well as separate



31ST AND ALUM ROCK PARK, SAN JOSE

CALA worked with the City of San Jose to lead the bi-lingual community outreach processe, prepare construction documents and provide bidding and construction support services for development of this two acre public park. Amenities include inclusive tot and youth play areas, central picnic pavilion, dog park, and community garden unified by a starburst thematic motif that was inspired and selected by the community.

SCOPE OF SERVICES

virtual meeting and solicit input on desired refinements to achieve a single preferred alternative. Poll attendees to determine which alternative is most preferred. Document public input. Prepare **on-line survey** via SurveyMonkey to maximize input.

- D.05 **Community Meeting #3:** Present the preferred alternative to the public in a virtual meeting and solicit input on desired refinements. Hosting this as a virtual meeting maximizes convenience and makes participation easiest for community members. Poll attendees to determine how the plan can be improved. Document public input.
- D.06 **Parks, Recreation, & Cultural Resources Commission Meeting/Community Meeting #4:** Prepare a **slideshow presentation** highlighting the three alternatives and how they evolved into the preferred plan. Include highlights from the expressed preferences of the community. Furnish the City with electronic file for use in presentation. Assist staff in presenting the project to the Commission.
- D.07 **Preferred Concept Refinement:** Engage staff in a post-Commission meeting debrief and strategize upcoming Council presentation. Revise presentation materials as warranted in response to input provided by the Commission.
- D.08 **City Council Meetings #1 and #2:** Update the **slideshow presentation** made to PR&CR to capture Commission input and furnish to staff for use in presentation. Assist staff in presenting the project to Council.

TASK E: ENVIRONMENTAL CLEARANCE

- E.01 **Technical Studies:** Prepare technical studies including the following:

A **Health Risk Assessment** will be prepared to evaluate air quality issues due to the project's proximity to existing residential uses, consistent with the Milpitas Metro Specific Plan SEIR.

The analysis on biological resources will be based in part on the Biological Resources Report prepared for the S. Milpitas Blvd Bridge project prepared by H.T. Harvey and Associates.

Because the two existing buildings on-site are less than 50 years old, only a literature review and qualitative discussion for cultural resources is required.

The analysis on hazards and hazardous materials will be based on the Risk Management Plan and information provided by the City for the 1831 Tarob Court site and a **Phase 1 Environmental Site Assessment** to be completed for the parcel at 1700 Sango Court.

A **Hydraulic Impact Analysis** will be prepared to address the potential for the project to impede or redirect flood flows due to the site being located in special hazard flood zones AO and A.

A **noise study** utilizing the noise monitoring survey results from the S. Milpitas Blvd Bridge project will be completed to evaluate noise impacts from construction and operation of the park.

Because the proposed park is considered a local-serving use under the City's Vehicle Miles Travelled policy, a detailed traffic study is not required and transportation impacts will be valued qualitatively.

- E.02 **Initial Study Checklist/Addendum:** Prepare a **draft and final Initial Study/Addendum** consistent with the requirements of CEQA and the City. Include a project description, discussion of consistency with applicable plans and policies, the CEQA environmental checklist, and an explanation of project effects and mitigations. Prepare **Mitigation Monitoring and Reporting Program** and draft **Notice of**

SCOPE OF SERVICES

Determination. Attendance by the environmental consultant at up to one public hearings and one project meeting is included in this task.

TASK F DESIGN DEVELOPMENT

F.01 **50% Design Development Submittal:** Prepare 50% design development plan package. Furnish staff with a full size hard copy of the plan package. Plans will be prepared at 1"=20' scale on 24x36 inch sheet size, or per the City's standard title block. The 50% plan package will include:

- Cover sheet (1 sheet)
- Existing Conditions plan (1-2 sheets)
- Demolition plan (1-2 sheets)
- Tree protection, pruning, and removal plan (1-2 sheets)
- Grading and drainage plan (2 sheets)
- Site construction plan (2 sheets)
- Irrigation plan (2 sheets)
- Planting plan (2 sheets)
- Stormwater management plan (1-2 sheets)
- Utility plan (1-2 sheet)
- Electrical plan (1-2 sheets)
- Restroom plan and elevations (2 sheets)
- Technical specifications table of contents (in CSI format)
- Design development booklet showing proposed finishes, equipment, colors, irrigation equipment, and plant palette

F.02 **Cost Estimate:** Prepare a cost estimate to a 50% level for the proposed improvements and include it in the 50% design development plan package.

F.03 **Review Meeting:** Present the plan and estimate to City staff and identify any needed refinements. Prepare a written meeting summary documenting the decisions made in the meeting.

TASK G: REIMBURSABLE EXPENSES

Reimbursable expenses include printing and reproductions, postage and delivery, mileage, travel expenses, testing and outside services, the communications and insurance surcharge, and other project related expenses noted in the Standard Schedule of Compensation. Printing and reproductions include hard copy plots for in-person meetings as well as documents for in-house reference during design.



Metro Tango Subdistrict Park Project CEQA Scope of Work

March 1, 2024

Primary Contact

The primary David J. Powers & Associates, Inc. (DJP&A) contact information is provided below.

Name: Carolyn Mogollon

Direct: (408) 454-3437

Email: cmogollon@davidjpowers.com

Project Understanding

The approximately 3.5-acre project site includes two noncontiguous parcels (APNs 086-36-030 and 086-36-012) located at 1831 Tarob Ct and 1700 Sango Ct in the City of Milpitas. Each parcel is currently developed with industrial buildings, surface parking, and landscaping.

The City is seeking proposals for design services and construction support for a new park. This scope assumes the future park would include a vehicle parking lot, pedestrian lighting, picnic areas, sports field or courts, fitness stations, playgrounds, restroom, pathways, landscaping and irrigation, site furnishings, and utility improvements. No athletic field lighting is proposed by the project.

Scope of Services

David J. Powers & Associates, Inc. (DJP&A) will prepare an Initial Study/Addendum for the Metro Tango Subdistrict Park project. This scope assumes that the project would not result in any new or greater impacts than those identified in the Milpitas Transit Area Specific Plan Environmental Impact Report (EIR) and Milpitas Metro Specific Plan Supplemental Environmental Impact Report (SEIR) and would be eligible for an Addendum to these documents. If it is determined that the proposed project would result in a new or substantially greater impact, an Initial Study/Mitigated Negative Declaration could be prepared and circulated under a separate scope of work.

Our scope includes preparation of the Initial Study/Addendum, preparation of a draft Notice of Determination, attendance of meetings and hearings, and project management and contract administration. These tasks are described below.

SUBCONSULTANT PROPOSALS - DJPA

Initial Study/Addendum

DJP&A will prepare an Initial Study/Addendum consistent with the requirements of the California Environmental Quality Act (CEQA) and the City of Milpitas. The Initial Study/Addendum will include a project description, discussion of consistency with applicable plans and policies, and a section that includes a description of existing conditions on the site, the CEQA environmental checklist, and an explanation of project effects and mitigations.

Based upon our current understanding of the project, we anticipate the key environmental issues for the project will include the following resources:

- **Air Quality.** The primary air quality issues associated with the project would be health risk impacts to nearby sensitive receptors associated with project construction. Based on the size of the project, construction-related and operational criteria air pollution emissions would be below the Bay Area Air Quality Management District's (BAAQMD) screening thresholds (10 acres for construction emissions and 175 acres for operational impacts) and, therefore, are assumed to be less than significant. Consistent with Mitigation Measure AQ-9 in the Milpitas Metro Specific Plan SEIR, a Health Risk Assessment would be prepared by Illingworth & Rodkin, Inc., under contract to DJP&A, due to its proximity to existing residential uses (within 1,000 feet). Measures necessary to reduce construction exhaust emissions or cancer risks will be identified in the Initial Study/Addendum.
- **Biological Resources.** The project site contains mature trees and is adjacent to Penitencia East Channel. This scope assumes that no construction would occur within or adjacent to the channel and an encroachment permit from Valley Water will not be needed. The Initial Study/Addendum will describe the potential for the project to result in impacts to biological resources, including riparian habitat, trees, nesting birds, and special status species. This analysis will be based in part on the Biological Resources Report prepared for the South Milpitas Boulevard Bridge project by H.T. Harvey and Associates. This scope assumes that a survey of on-site trees including the species present and trunk diameter would be completed under separate contract and provided to DJP&A.
- **Cultural Resources.** The project would demolish two existing buildings (1831 Tarob Court and 1700 Sango Court), which due to their age (less than 50 years old), do not require historic resource evaluation under CEQA. The Initial Study/Addendum will describe the potential for the project to impact archaeological resources based on a literature review prepared for the South Milpitas Boulevard Bridge project. Mitigation measures will be identified to reduce cultural resources impacts to a less than significant level, as necessary. Pursuant to Public Resources Code Section 21080.3.1, notification of tribes under AB52 is required for non-exempt projects resulting in a Negative Declaration, Mitigated Negative Declaration, or EIR. As discussed above, this scope assumes the project would qualify for an Addendum to the Specific Plan EIR. For this reason, preparation of a tribal notification letter and tribal consultation meeting attendance would not be required, and this scope does not include such work.

SUBCONSULTANT PROPOSALS - DJPA

- **Hazards and Hazardous Materials.** The project site is located adjacent to and developed with industrial uses. The Initial Study/Addendum will discuss the potential for the project to result in hazardous material impacts based on information provided by the City for the 1831 Tarob Court site and a Phase I Environmental Site Assessment (ESA) to be completed for the parcel at 1700 Sango Court. A Risk Management Plan was completed and deed restrictions were established for the property at 1831 Tarob Court in 2020 by the Regional Water Quality Control Board (RWQCB) which identify the location of contamination, soil and groundwater management requirements, requirements for future development projects, and restrictions on future land uses. This scope assumes the proposed project would adhere to the Risk Management Plan and deed restrictions and, as a result, no further hazardous material analysis for the property at 1831 Tarob Court is necessary.

Phase I ESA would be prepared by Mc Closkey Consultants, Inc., under contract to DJP&A for the parcel at 1700 Sango Court. The Phase I ESA would include a review of background documentation, interviews, a site reconnaissance, and a review of site records. Mitigation measures will be identified to minimize significant hazardous materials impacts, as appropriate.

- **Hydrology.** The project site is located in Special Hazard Flood Zones AO and A and is subject to the design requirements of Section XI-15 of the Municipal Code. The Initial Study/Addendum will address the potential for the project to impede or redirect flood flows based on a Hydraulic Impact Analysis prepared by Schaaf & Wheeler, under contract to DJP&A. Mitigation measures will be identified to minimize significant hydrology and water quality impacts, as appropriate.
- **Noise.** Construction and operation of the proposed park could result in noise impacts. Therefore, a noise study will be completed for the project by Illingworth & Rodkin under contract to DJP&A. The noise study will utilize the noise monitoring survey results from the South Milpitas Boulevard Bridge project to establish existing ambient noise environment. Noise generated by project construction and operation will be calculated at nearby land uses. Project-generated noise levels will be compared to the applicable regulatory criteria and to existing ambient levels. Mitigation measures will be identified to minimize significant noise impacts, as appropriate.
- **Transportation.** According to the City's Vehicle Miles Traveled (VMT) policy, projects meeting specific trip generation, land use, affordability, or transit proximity criteria are presumed to result in a less than significant VMT impact and do not require a detailed VMT analysis. The proposed park is considered a local-serving use under the City's VMT policy and does not require preparation of a detailed VMT policy. DJP&A will qualitatively evaluate the project's transportation impacts and describe the project's conformance with the City's VMT policy screening criteria in the Initial Study/Addendum.

Once the project description (e.g., proposed park facilities, hours of operation, etc.) is finalized,

SUBCONSULTANT PROPOSALS - DJPA

DJP&A will prepare the Administrative Draft Initial Study/Addendum and submit an electronic copy of the document to the City for review and comment. DJP&A will then revise the document based on comments received from the City and submit an electronic copy of the document to the City for final review and comment. This scope of work assumes two rounds of review by the City. DJP&A will provide the City with up to five hard copies of the Initial Study/Addendum and a PDF of the document for posting on the City's website.

Draft Notice of Determination

DJP&A will prepare a draft Notice of Determination (NOD) in conformance with the CEQA Guidelines and the City of Milpitas requirements. The draft NOD will describe the proposed project, present findings related to the environmental conditions, and include a copy of the Initial Study/Addendum and mitigation measures to support the findings. The scope assumes the City will file the NOD at the State Clearinghouse and County after project approval.

Preparation of Mitigation Monitoring and Reporting Program

In accordance with state law and CEQA Guidelines, DJP&A will draft a Mitigation Monitoring and Reporting Program (MMRP) which will include a list of all mitigation measures from the Milpitas Transit Area Specific Plan EIR and the Milpitas Metro Specific Plan SEIR that are applicable to the proposed project. The MMRP will also identify when mitigation measures will be implemented, who will be responsible for implementing them, and who will provide oversight. The draft MMRP will be submitted to the City with the screencheck Initial Study/Addendum.

Meetings and Hearings

This scope of work includes DJP&A attendance at up to one project meeting and one public hearing (e.g., one Planning Commission hearing or one City Council hearing). DJP&A can attend additional public hearings or meetings requested on a time and materials basis.

Project Management and Contract Administration

DJP&A will provide general project management, contract administration, and coordination with the City and project team throughout the Initial Study/Addendum process. The DJP&A Project Manager will coordinate with the City on a regular basis using email and telephone communications.

Estimated Schedule

DJP&A proposes the following optimum schedule for preparation of the Initial Study/Addendum. DJP&A can commit to maintain the schedule in the areas that are within our control. Completion of the Initial Study/Addendum, as outlined in the schedule below, is based upon receipt of project information listed on the following page in accordance with the schedule. Delays in receiving requested information or responses by others will result in at least day-for-day delays in the overall schedule.

SUBCONSULTANT PROPOSALS - DJPA

Task	Duration of Task	Time Elapsed
1. DJP&A receives authorization to proceed and requested information	---	--
2. DJP&A drafts project description and provides it to City for review	1 week	1 week
3. City reviews project description, provides comments to DJP&A	1 week	2 weeks
4. DJP&A subconsultants complete Air Quality, Hydrology, and Noise Analyses, and Phase I ESA.	6 weeks	8 weeks
5. DJP&A prepares and submits draft Initial Study/Addendum to City	3 weeks	11 weeks
6. City completes review of draft Initial Study/Addendum and provides DJP&A with consolidated comments in tracked changes	4 weeks	15 weeks
7. DJP&A revises draft Initial Study/Addendum based on City comments and submits Screencheck Initial Study/Addendum and draft MMRP and NOD for City review	2 weeks	17 weeks
8. City completes review of Screencheck Initial Study/Addendum and draft MMRP and NOD and provides DJP&A with comments in tracked changes	2 weeks	19 weeks
9. DJP&A finalizes Initial Study/Addendum, MMRP, and NOD and submits to City.	1 week	20 weeks
10. 30-day circulation period for IS	4 weeks	24 weeks
11. City provides DJP&A with comments received on Initial Study/Addendum (if any)	0.5 weeks	24.5 weeks
12. DJP&A prepares administrative draft Response to Comments Memorandum to City for review	2 weeks	26.5 weeks
13. City reviews the Response to Comments Memorandum and provides DJP&A with consolidated comments in tracked changes	2 weeks	28.5 weeks
14. DJP&A finalizes Response to Comments Memorandum	1 week	29.5 weeks

SUBCONSULTANT PROPOSALS - DJPA

Project Information Required

Our scope (including schedule) are based on the assumption that we will receive the below project information concurrent with the authorization to proceed. This scope also assumes DJP&A will be provided with any and all revisions to the plan set/project description in a timely manner. If DJP&A completes work based upon an obsolete or inaccurate plan set/project description, the environmental review schedule and potentially DJP&A's budget may increase, due to additional time required to revise the document and the need for possible updates to technical reports.

Project Plan Set (in PDF)

- ☐ Site Plan
- ☐ Landscaping Plan
- ☐ Stormwater Control Plan
- ☐ Utility Plan
- ☐ Grading plan
- ☐ Parking and circulation plan
- ☐ Building elevations/cross-sections (if available)
- ☐ Lighting plan
- ☐ Renderings (if available)

Project Details

- ☐ Construction air quality and noise worksheet (DJP&A to provide)
- ☐ Construction duration, including any phasing information
- ☐ Maximum depth of excavation (feet),
- ☐ Total amount of cut and fill (cubic feet)
- ☐ List of any noise-generating mechanical equipment
- ☐ Description of any off-site (e.g., utility or right-of-way) improvements
- ☐ Green building measures, LEED, or Greenpoint certification details
- ☐ List of Best Management Practices to conform to Provisions C.3 of the NPDES permit

Technical Reports

- ☐ Tree Survey

SUBCONSULTANT PROPOSALS - AURUM



ELECTRICAL ENGINEERING • LIGHTING DESIGN • SYSTEMS DESIGN

February 29, 2024

Ms. Marie Mai, Principal
Callander Associates
2025 Gateway Place, Suite 285
San Jose, CA 95110

Re: **REVISED** - City of Milpitas New Community Park – 50% Design Development.
Milpitas, CA
AURUM No. 24-014.00

Dear Marie,

We are pleased to have this opportunity to provide a proposal for the Electrical Design portion of the referenced project. Our scope of work is based on a review of the RFP provided for the proposed new City Park. Please note that Traffic Light Design, Street Lighting, or Sports Court Lighting is not included in our scope. In addition, if any telecom service with wireless access points is required, it will be a separate scope of service. **PG&E Design/Scope ahead of the PG&E Service Meter is not included in this scope.**

We propose to provide 50% Design Development drawings and specifications. Please note Construction Documents are not included in this scope.

Our Scope of Work will include the following:

- a. Coordination with Utility Companies (PG&E).
- b. Load Calculations and Single Line Diagram.
- c. Electrical Service and Distribution. **(including to new Modular Restroom Building).**
- d. Exterior Lighting and Control.
- e. Photometrics for Exterior Lighting.
- f. Power and Lighting Plans for 50% Design Development.
- g. Green Building Standards Code Compliance Assistance for required measures.
- h. Coordination with Water Play Area and Scoreboard Manufacturer.
- i. Electrical Specifications.
- j. Site visit to establish existing conditions to the extent necessary to accomplish the electrical design.
- k. Cost Estimate/Opinion of probable cost.
- l. (2) Meetings.

Our total fee for 50%/Design Development: **\$9,200**

SUBCONSULTANT PROPOSALS - AURUM

Not included in our basic scope of work:

- a. Final PS&Es.
- b. *Electrical Utility Design (power, telephone & cable TV) beyond the Project property lines (in public right of way).*
- c. Street lighting or control.
- d. Data Cabling (or active electronics).
- e. Telephone Cabling (or telephone switch design).
- f. Wireless Access Connectivity Survey/Mapping.
- g. Fire Alarm System Design.
- h. Paging / Local Sound System Design.
- i. Title 24 Calculations.
- j. Title 24 Commissioning.
- k. Title 24 certification, testing and documentation.
- l. Green Building Code (Cal Green) voluntary measures.
- m. Mechanical controls.
- n. Emergency Generator Design.
- o. Fire Pump Design.
- p. Photovoltaic System Design/Battery Energy Storage System Design.
- q. Security System Design.
- r. CCTV System Design.
- s. Power Coordination Study etc.
- t. Preparation or review of energy rebate applications.
- u. LEED Certification.
- v. Value Engineering Reviews.
- w. Design using Revit or other BIM software.
- x. Structural Calculations.

2024 Hourly Rate Schedule

Engineering Director	\$ 230.00/hr.	Electrical Designer	\$ 189.00/hr.
Senior Project Manager	\$ 206.00/hr.	CADD Manager/ Drafter	\$ 147.00/hr.
Project Manager	\$ 199.00/hr.	Drafter	\$ 126.00/hr.

All drawings, details, specifications, reports, calculations and etc. are the property of Aurum Consulting Engineers Monterey Bay, Inc. Aurum Consulting Engineers Monterey Bay, Inc. grants a one-time non-exclusive license for one time use on this specific project for the engineering work covered by this agreement and may not be used by the Client for any other endeavor without written consent.

SUBCONSULTANT PROPOSALS - AURUM

The above proposed fee does not include fees assessed by agencies as a result of obtaining information, plans, existing conditions, etc. in order to accomplish our Scope of Work. These will be considered out-sourced expenses should they occur.

Additional compensation will be requested when:

- Revisions are requested after the substantial completion of the documents.
- It is necessary to review change orders not initiated by or as a result of our design.
- When additional work not in the scope of work listed above (included services) is requested.

Agreement Terms

An invoice for Aurum Consulting Engineers services will be submitted monthly. Invoices are payable within 30 days after the invoice date.

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

If the client objects to any portion of the invoice, the Client shall notify Aurum Consulting Engineers in writing within ten calendar days of receipt of invoice. The Client shall identify the specific cause of the disagreement and shall pay when due that portion of the invoice not in dispute.

Any claims or disputes arising between Aurum Consulting Engineers Monterey Bay Inc. and the Client shall be submitted to non-binding mediation. The Client shall, to the fullest extent permitted by law, indemnify and hold harmless Aurum Consulting Engineers Monterey Bay Inc., Aurum Consulting Engineers Monterey Bay Inc.'s officers, directors, employees, agents and sub consultants from and against all damage, liability and costs, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities, or costs attributed to the sole negligence or willful misconduct of Aurum Consulting Engineers Monterey Bay Inc.

In recognition of the relative risks, rewards and benefits of the project to both Aurum Consulting Engineers Monterey Bay Inc. and the Client, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, Aurum Consulting Engineers Monterey Bay Inc.'s total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed Aurum Consulting Engineers Monterey Bay Inc. Insurance coverage in effect on the contract date. Such causes include, but are not limited to, Aurum Consulting Engineers Monterey Bay Inc. negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

This agreement may be terminated upon giving written notice by the Client or Aurum Consulting Engineers Monterey Bay Inc. should the other fail to perform its obligation hereunder. In the event of termination, the Client shall pay Aurum Consulting Engineers Monterey Bay Inc. for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses. Any litigation between the parties shall be adjudicated in the County of Monterey, California.

SUBCONSULTANT PROPOSALS - AURUM

Payment of invoices is in no case subject to unilateral discounting or set-offs by the Client and payment is due regardless of suspension or termination of the Agreement by either party.

We trust that the above is in agreement with your understanding of our participation in this project and meets with your approval. We are most interested in your input and if there is something about our proposal which needs further explanation or if you would like to make adjustments in the scope-of-work please contact us.

Please acknowledge your acceptance of this proposal by signing this letter below and returning a copy to us. This Proposal and pricing will expire in 90 days if written agreement is not received.

Sincerely,

Najib Anwary, P.E., LEED AP (BD+C)
Sr. Project Manager
Aurum Consulting Engineers

Accepted:

Signature

Printed Name

Title

Date

SUBCONSULTANT PROPOSALS - CBG



CIVIL ENGINEERS | SURVEYORS | PLANNERS

January 26, 2024
Job No.: 3648-020
Revised: February 29, 2024

Proposal to Provide
Civil Engineering Services

**Metro Tango Subdistrict Parks Project
(CIP 2023)
Milpitas, California**

Description of Work

I. Planning Phase

A. Project Administration and Coordination

1. Coordinate with project team on the feasibility study and conceptual design/design development.
2. Attend design progress meetings with project team and City as requested.

B. Field and Document Investigation

1. Research and review existing City material and as-builts provided for the existing street, utility, and adjacent park improvements. Coordinate with City regarding proposed GeoMax 2 street improvements.
2. Conduct supplemental topographic survey of existing improvements and utilities to identify additional constraints and facilitate engineering design, including contours at one-foot intervals, spot elevations, tree locations, property lines, and visible and subsurface utilities for both park parcels.

C. Programming / Conceptual Plan

1. Coordinate with project team on the development of project concept plans. Evaluate and analyze existing site constraints and development opportunities.
2. Review concept plan alternatives and prepare preliminary grading and drainage studies. Identify elevations and relationships required for drainage and along property edge conditions.
3. Review existing drainage conditions and prepare preliminary calculations to identify stormwater control requirements and proposed stormwater quality treatment measures.

2633 CAMINO RAMON, SUITE 350 | SAN RAMON, CALIFORNIA 94583 | (925) 866-0322
1430 BLUE OAKS BOULEVARD, SUITE 110 | ROSEVILLE, CALIFORNIA 95747 | (916) 788-4456

SUBCONSULTANT PROPOSALS - CBG



Metro Tango Subdistrict Parks Project
Page 2 of 5

January 26, 2024
Job No.: 3648-020
Revised: February 29, 2024

Description of Work

4. Review existing utility conditions and prepare preliminary utility layouts for sanitary sewer, water and storm drain systems facilities.
5. Assist with preparation of quantity/cost estimates for concept plans.
- D. Community Outreach (N.I.C.)
- E. Environmental Clearance (N.I.C.)
- F. Design Development (50% Design)
 1. Prepare a set of site Improvement Plans in accordance with City of Milpitas requirements based on the preferred park plan.

Design Development Improvement Plans to include (but not limited to) the following sheets:

- Title, General Notes, and Index
 - City Notes
 - City Details
 - Project Details and Specifications
 - Existing Site Conditions
 - Demolition Plan
 - Overall Utility Plan
 - Fine Grading and Drainage Plan
 - Utility Profiles / Crossing Details
 - Stormwater Treatment Plan
 - Erosion Control Plan and Details
 - Blueprint for a Clean Bay
2. Prepare a Preliminary Stormwater Quality Control Report in accordance with the City of Milpitas C.3 guidelines.
 3. Assist with preparation of updated quantity/cost estimates.
 4. Attend and participate in scheduled coordination meetings and teleconferences with project team and City as requested.

SUBCONSULTANT PROPOSALS - CBG



Metro Tango Subdistrict Parks Project
Page 3 of 5

January 26, 2024
Job No.: 3648-020
Revised: February 29, 2024

Description of Work

- G. Reimbursable Expenses (Budget)
 - 1. Printing and Computer Plots.
 - 2. Delivery Services and UPS.
 - 3. Acquisition of Record Materials.
 - 4. Mileage, Tolls, and Parking.
 - H. Additional Services as Needed (15% Budget) (N.I.C.)
- IV. Assumptions
- A. Fees will be charged per the attached Standard Hourly Charge Rate Schedule, which is in effect through June 30, 2024. The estimated fee amounts are for budget purposes only. Certain line items may be exceeded; the total estimated fee will not be exceeded without authorization.
 - B. The project will be constructed in one phase of improvement construction. Engineer will prepare one set of Improvement Plans.
 - C. Other Consultants will provide electronic files in AutoCAD format.
 - D. Client acknowledges that Consultant is not responsible or liable for the performance or defective work of third parties, the construction contractor, and its subcontractors, nor may Consultant offer “field advice” to subcontractors, without Client’s prior consent.
 - E. Client agrees that in accordance with generally accepted construction practices, construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property.

SUBCONSULTANT PROPOSALS - CBG



Metro Tango Subdistrict Parks Project
Page 4 of 5

January 26, 2024
Job No.: 3648-020
Revised: February 29, 2024

Description of Work

- F. In the event Client discovers or becomes aware of changed field or other conditions which necessitate clarifications, adjustments, modification, or other changes during the construction phase of the project, Client agrees to notify Consultant's Project Engineer and engage Consultant to prepare the necessary clarifications, adjustments, modifications, or other changes to Consultant's work before construction activities commence or further activity proceeds. Further, client agrees to have a provision in its contract with contractor to provide for construction contracts for the project which require the contractor to notify Client of any changed field or other conditions so that Client may in turn notify Consultant's Project Engineer pursuant to the provisions of this paragraph.
- G. Carlson, Barbee & Gibson, Inc. is not responsible or liable for corrective actions that may be required as a result of Client proceeding with construction of improvements based on plans that have not been approved by the City of Milpitas.
- H. Plan revisions, modifications or changes resulting from normal Plan Check comments are included in the fees. Major or substantial plan changes required by the owner or local agencies will be considered extra work.
- I. Client acknowledges that the requirements of the Americans with Disability Act ("ADA") and other federal, state, and local accessibility laws are subject to various and possibly contradictory requirements. Consultant will use reasonable professional judgment to interpret applicable ADA requirements within consultant's scope of services as they apply to the project and will inform Client and City of the existence of any contradicting requirements. Carlson, Barbee & Gibson, Inc. will provide Client and City with their interpretation of such contradictory requirements and request Client / City's direction for how to proceed. Consultant cannot and does not warrant or guarantee that the project will fully comply with future and/or varying interpretations of accessibility laws by regulatory bodies or the courts.
- J. Qualified SWPPP Developer (QSD) services are limited to this scope. Client will obtain a separate QSD to provide construction related services.
- K. Dry Utility Consultant will design and coordinate all new and existing gas, electric, CATV, telephone, etc.

SUBCONSULTANT PROPOSALS - CBG



Metro Tango Subdistrict Parks Project
Page 5 of 5

January 26, 2024
Job No.: 3648-020
Revised: February 29, 2024

Description of Work

V. Exclusions

The following items have not been included:

- A. Design or survey of improvements not specifically included.
- B. Construction staking, supervision, monitoring, or inspection.
- C. ALTA Survey or Record of Survey.
- D. Review of Contractor construction material submittals or specifications.
- E. Potholing of existing underground facilities.
- F. Any structural design including but not limited to bridges, masonry walls, retaining walls, fences, storm drain structures, storm drain outfall structures, thrust blocks, etc.
- G. Landscape or Irrigation design / Fencing Plans.
- H. Fish & Game, Fish & Wildlife, Army Corps or Regional Water Board processing.
- I. Biological / wetland delineations or surveys.
- J. Traffic Study / Traffic Control Plans / Traffic signal design.
- K. Agency Fee Estimates.
- J. Qualified SWPPP Developer (QSD) on-site visual inspections associated with construction activities.
- K. SWPPP updates or annual updates for SWPPP compliance, Preparation or Processing of a Change of Information (COI), Preparation or Processing of an Annual Report (AR), Preparation or Processing of a Notice of Termination (NOT), Qualified SWPPP Practitioner (QSP) Services.

EXHIBIT “B”
FEE AND PHASING/FUNDING SCHEDULES

1. FEE SCHEDULE.

Designer will invoice City on a monthly cycle based on the following fee schedule. Designer will include with each invoice a detailed progress report that indicates the amount of budget spent on each phase and the total amount spent against the Total Compensation. Designer will inform City regarding any out-of-scope work being performed by Designer for which Designer intends to seek compensation from City.

Phase I (Planning Phase – Basic Services)		
Task	Description	Cost
A	Project Administration & Coordination – Planning Phase	\$32,026
B	Field and Document Investigation	\$32,326
C	Programming / Conceptual Plan	\$64,248
D	Community Outreach	\$49,795
E	Environmental Clearance	\$95,860
F	Design Development	\$77,984
G	Reimbursable Expenses	\$13,184
H	15% Contingency	\$54,814
Subtotal Phase I		\$420,237

STANDARD SCHEDULE OF COMPENSATION - CALA



www.callanderassociates.com

Recreate
Educate
Live+Work
Connect
Sustain

Standard Schedule of Compensation 2024 San Jose & Burlingame

GENERAL

The following list of fees and reimbursable expense items shall be used in the provision of services described in the agreement. These amounts shall be adjusted in January, upon issuance of an updated Standard Schedule of Compensation:

Hourly Rates

Principal	\$250/hour
Senior Associate	\$227/hour
Associate	\$216/hour
Arborist/Construction Manager	\$190/hour
Senior Project Manager	\$196/hour
Project Manager 1	\$187/hour
Project Manager 2	\$178/hour
Job Captain	\$164/hour
Designer 1	\$154/hour
Designer 2	\$140/hour
Assistant Designer	\$125/hour
Accounting	\$189/hour
Senior Project Administrator	\$144/hour
Project Administrator	\$128/hour

Reimbursable Expenses Rates

Expenses	cost + 15%
<i>printing and reproductions, postage and delivery, mileage, travel expenses (hotel / food), testing and outside services, and other project related expenses</i>	

Communications and Insurance Surcharge	2.5% of total fees
--	--------------------

<u>Subconsultant Administration</u>	10% of Subconsultant Costs
-------------------------------------	----------------------------

PAYMENTS

Payments are due within ten days after monthly billing. Callander Associates reserves the right to suspend services for non-payment if payment is not received within a period of 60 days after invoice date. Additionally invoices 60 days past due are subject to a 1.5% per month interest charge. Retainer amounts, if indicated, are due upon signing the agreement and shall be applied to the final invoice for the project.

TASK MATRIX - PHASE 1 (PLANNING PHASE - BASIC SERVICES)

Task Matrix
Metro Tango Parks - Phase 1 (Planning Phase - Basic Services)
03/01/2024

		Callander Associates' Personnel and Rates																					
Phase	Description	Principal @ \$250		Proj Manager 2 @ \$178		Job Captain @ \$164		Designer 1 @ \$154		Administrator @ \$128		Con. Mgr / Arborist @ \$190		CA Fees		DJPA environmental	Aurum electrical	NOW Interpreter interpreter	CBG civil				
		hrs	\$'s	hrs	\$'s	hrs	\$'s	hrs	\$'s	hrs	\$'s	hrs	\$'s	hrs	\$'s	\$'s	\$'s	\$'s	\$'s				
A	Project Administration & Coordination - Planning Phase (lump sum)																						
A.01	Kick-off Meeting	3.0	\$ 750.00	3.0	\$ 534.00	4.0	\$ 656.00	-	\$ -	-	\$ -	-	\$ -	10.0	\$ 1,940.00	\$ -	\$ -	\$ -	\$ -				
A.02	Project Schedule	2.0	\$ 500.00	6.0	\$ 1,068.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -	8.0	\$ 1,568.00	\$ -	\$ -	\$ -	\$ -				
A.03	Project Administration	12.0	\$ 3,000.00	26.0	\$ 4,628.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -	38.0	\$ 7,628.00	\$ -	\$ -	\$ -	\$ -				
A.04	Review Meetings	10.0	\$ 2,500.00	15.0	\$ 2,670.00	12.0	\$ 1,968.00	-	\$ -	-	\$ -	-	\$ -	37.0	\$ 7,138.00	\$ -	\$ -	\$ -	\$ -				
A.05	Public Hearings	16.0	\$ 4,000.00	36.0	\$ 6,408.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -	52.0	\$ 10,408.00	\$ -	\$ -	\$ -	\$ -				
	SUBTOTAL A	43.0	\$ 10,750.00	86.0	\$ 15,308.00	16.0	\$ 2,624.00	-	\$ -	-	\$ -	-	\$ -	145.0	\$ 28,682.00	\$ -	\$ -	\$ -	\$ 3,040.00				
Subconsultant Administration														10%	\$ -	\$ -	\$ -	\$ 304.00					
B	Field and Document Investigation (lump sum)																						
B.01	Topographic Survey	2.0	\$ 500.00	4.0	\$ 712.00	-	\$ -	2.0	\$ 308.00	-	\$ -	-	\$ -	8.0	\$ 1,520.00	\$ -	\$ -	\$ -	\$ -				
B.02	Geotechnical Report	2.0	\$ 500.00	4.0	\$ 712.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -	6.0	\$ 1,212.00	\$ -	\$ -	\$ -	\$ -				
B.03	Document Review	4.0	\$ 1,000.00	8.0	\$ 1,424.00	8.0	\$ 1,312.00	-	\$ -	-	\$ -	-	\$ -	20.0	\$ 3,736.00	\$ -	\$ -	\$ -	\$ -				
B.04	Site Reconnaissance	2.0	\$ 500.00	6.0	\$ 1,068.00	6.0	\$ 984.00	-	\$ -	-	\$ -	-	\$ -	14.0	\$ 2,552.00	\$ -	\$ -	\$ -	\$ -				
B.05	Tree Survey	-	\$ -	2.0	\$ 356.00	-	\$ -	2.0	\$ 308.00	-	\$ -	38.0	\$ 7,220.00	42.0	\$ 7,884.00	\$ -	\$ -	\$ -	\$ -				
B.06	Development Plan Coordination	8.0	\$ 2,000.00	16.0	\$ 2,848.00	8.0	\$ 1,312.00	-	\$ -	-	\$ -	-	\$ -	32.0	\$ 6,160.00	\$ -	\$ -	\$ -	\$ -				
	SUBTOTAL B	18.0	\$ 4,500.00	40.0	\$ 7,120.00	22.0	\$ 3,608.00	4.0	\$ 616.00	-	\$ -	38.0	\$ 7,220.00	122.0	\$ 23,064.00	\$ -	\$ -	\$ -	\$ 8,420.00				
Subconsultant Administration														10%	\$ -	\$ -	\$ -	\$ 842.00					
C	Programming / Conceptual Plan (lump sum)																						
C.01	Review Meeting (see task A)	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -				
C.02	Community Meeting Materials	12.0	\$ 3,000.00	16.0	\$ 2,848.00	8.0	\$ 1,312.00	18.0	\$ 2,772.00	2.0	\$ 256.00	-	\$ -	56.0	\$ 10,188.00	\$ -	\$ -	\$ -	\$ -				
C.03	Review Meeting (see task A)	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -				
C.04	Community Meeting #1 (see task D)	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -				
C.05	Conceptual Plan Alternatives	24.0	\$ 6,000.00	36.0	\$ 6,408.00	30.0	\$ 4,920.00	48.0	\$ 7,392.00	2.0	\$ 256.00	-	\$ -	140.0	\$ 24,976.00	\$ -	\$ -	\$ -	\$ -				
C.06	Cost Estimate	3.0	\$ 750.00	6.0	\$ 1,068.00	20.0	\$ 3,280.00	-	\$ -	2.0	\$ 256.00	-	\$ -	31.0	\$ 5,354.00	\$ -	\$ -	\$ -	\$ -				
C.07	Review Meeting (see task A)	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -				
C.08	Community Meeting #2 (see task D)	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -				
C.09	Preferred Conceptual Plan	8.0	\$ 2,000.00	12.0	\$ 2,136.00	4.0	\$ 656.00	16.0	\$ 2,464.00	1.0	\$ 128.00	-	\$ -	41.0	\$ 7,384.00	\$ -	\$ -	\$ -	\$ -				
C.10	Teleconference (see task A)	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -				
C.11	Community Meeting #3 (see task D)	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -				
	SUBTOTAL 3.0	47.0	\$ 11,750.00	70.0	\$ 12,460.00	62.0	\$ 10,168.00	82.0	\$ 12,628.00	7.0	\$ 896.00	-	\$ -	268.0	\$ 47,902.00	\$ -	\$ -	\$ -	\$ 14,860.00				
Subconsultant Administration														10%	\$ -	\$ -	\$ -	\$ 1,486.00					

TASK MATRIX - PHASE 1 (PLANNING PHASE - BASIC SERVICES)

Task Matrix
Metro Tango Parks - Phase 1 (Planning Phase - Basic Services)
03/01/2024

		Callander Associates' Personnel and Rates																					
Phase	Description	Principal @ \$250		Proj Manager 2 @ \$178		Job Captain @ \$164		Designer 1 @ \$154		Administrator @ \$128		Con. Mgr / Arborist @ \$190		CA Fees		DJPA environmental	Aurum electrical	NOW Interpreter interpreter	CBG civil				
		hrs	\$'s	hrs	\$'s	hrs	\$'s	hrs	\$'s	hrs	\$'s	hrs	\$'s	hrs	\$'s	\$'s	\$'s	\$'s	\$'s				
D	Community Outreach (lump sum)																						
D.01	Outreach Plan	4.0	\$ 1,000.00	12.0	\$ 2,136.00	-	\$ -	12.0	\$ 1,848.00	-	\$ -	-	\$ -	28.0	\$ 4,984.00	\$ -	\$ -	\$ -	\$ -				
D.02	Meeting Notification Flyers	2.0	\$ 500.00	12.0	\$ 2,136.00	-	\$ -	22.0	\$ 3,388.00	-	\$ -	-	\$ -	36.0	\$ 6,024.00	\$ -	\$ -	\$ 1,050.00	\$ -				
D.03	Community Meetings #1a and #1b	16.0	\$ 4,000.00	24.0	\$ 4,272.00	20.0	\$ 3,280.00	-	\$ -	4.0	\$ 512.00	-	\$ -	64.0	\$ 12,064.00	\$ -	\$ -	\$ -	\$ -				
D.04	Community Meeting #2a and #2b	16.0	\$ 4,000.00	24.0	\$ 4,272.00	20.0	\$ 3,280.00	-	\$ -	4.0	\$ 512.00	-	\$ -	64.0	\$ 12,064.00	\$ -	\$ -	\$ -	\$ -				
D.05	Community Meeting #3	8.0	\$ 2,000.00	12.0	\$ 2,136.00	10.0	\$ 1,640.00	-	\$ -	2.0	\$ 256.00	-	\$ -	32.0	\$ 6,032.00	\$ -	\$ -	\$ -	\$ -				
D.06	PRCR Commission Meeting/ Community Meeting #4 (see task A)	-	\$ -	-	\$ -	6.0	\$ 984.00	20.0	\$ 3,080.00	-	\$ -	-	\$ -	26.0	\$ 4,064.00	\$ -	\$ -	\$ -	\$ -				
D.07	Preferred Concept Refinement (see task A)	-	\$ -	-	\$ -	2.0	\$ 328.00	20.0	\$ 3,080.00	-	\$ -	-	\$ -	22.0	\$ 3,408.00	\$ -	\$ -	\$ -	\$ -				
D.08	City Council Meetings #1 and #2 (see task A)	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -				
	SUBTOTAL D	46.0	\$ 11,500.00	84.0	\$ 14,952.00	58.0	\$ 9,512.00	74.0	\$ 11,396.00	10.0	\$ 1,280.00	-	\$ -	272.0	\$ 48,640.00	\$ -	\$ -	\$ 1,050.00	\$ -				
Subconsultant Administration														10%	\$ -	\$ -	\$ 105.00	\$ -					
E	Environmental Clearance (lump sum)																						
E.01	Technical Studies	4.0	\$ 1,000.00	8.0	\$ 1,424.00	4.0	\$ 656.00	-	\$ -	-	\$ -	-	\$ -	16.0	\$ 3,080.00	\$ 32,200.00	\$ -	\$ -	\$ -				
E.02	Initial Study Checklist/Addendum	6.0	\$ 1,500.00	16.0	\$ 2,848.00	8.0	\$ 1,312.00	-	\$ -	-	\$ -	-	\$ -	30.0	\$ 5,660.00	\$ 47,000.00	\$ -	\$ -	\$ -				
	SUBTOTAL E	10.0	\$ 2,500.00	24.0	\$ 4,272.00	12.0	\$ 1,968.00	-	\$ -	-	\$ -	-	\$ -	46.0	\$ 8,740.00	\$ 79,200.00	\$ -	\$ -	\$ -				
Subconsultant Administration														10%	\$ 7,920.00	\$ -	\$ -	\$ -					
F	Design Development (lump sum)																						
F.01	50% Design Development Submittal	30.0	\$ 7,500.00	48.0	\$ 8,544.00	26.0	\$ 4,264.00	70.0	\$ 10,780.00	-	\$ -	4.0	\$ 760.00	178.0	\$ 31,848.00	\$ -	\$ -	\$ -	\$ -				
F.02	Cost Estimate	4.0	\$ 1,000.00	4.0	\$ 712.00	8.0	\$ 1,312.00	-	\$ -	2.0	\$ 256.00	-	\$ -	18.0	\$ 3,280.00	\$ -	\$ -	\$ -	\$ -				
F.03	Review Meeting (see task A)	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -				
	SUBTOTAL F	34.0	\$ 8,500.00	52.0	\$ 9,256.00	34.0	\$ 5,576.00	70.0	\$ 10,780.00	2.0	\$ 256.00	4.0	\$ 760.00	196.0	\$ 35,128.00	\$ -	\$ 9,200.00	\$ -	\$ 29,760.00				
Subconsultant Administration														10%	\$ -	\$ 920.00	\$ -	\$ 2,976.00					
	A	Project Administration & Coordination - Planning Phase (lump sum)										hrs	CALA	DJPA	Aurum	NOW Interpreter	CBG						
	B	Field and Document Investigation (lump sum)										145.0	\$ 28,682.00	\$ -	\$ -	\$ -	\$ 3,344.00						
	C	Programming / Conceptual Plan (lump sum)										122.0	\$ 23,064.00	\$ -	\$ -	\$ -	\$ 9,262.00						
	D	Community Outreach (lump sum)										268.0	\$ 47,902.00	\$ -	\$ -	\$ -	\$ 16,346.00						
	E	Environmental Clearance (lump sum)										272.0	\$ 48,640.00	\$ -	\$ -	\$ 1,155.00	\$ -						
	F	Design Development (lump sum)										46.0	\$ 8,740.00	\$ 87,120.00	\$ -	\$ -	\$ -						
	G	Reimbursables (allowance)										196.0	\$ 35,128.00	\$ -	\$ 10,120.00	\$ -	\$ 32,736.00						
	H	Additional Services											\$ 11,689.08	\$ 495.00	\$ -	\$ -	\$ 1,000.00						
													\$ -	\$ -	\$ -	\$ -	\$ -						
TOTAL COMPENSATION														1,049.0	\$ 203,845.08	\$ 87,615.00	\$ 10,120.00	\$ 1,155.00	\$ 62,688.00				

SUBCONSULTANT PROPOSALS - DJPA

Cost Estimate

Based on our understanding of the project and technical reports required, the cost for preparation of the Initial Study/Addendum is estimated not to exceed **\$79,200**. A breakdown of the cost estimate is provided below. Costs will be charged on a time and materials basis, commensurate with work completed, in accordance with the attached charge rate schedule.

This scope and budget assumes the project will proceed in accordance with the schedule on the previous page. The budget is based on the anticipated amount of work that would occur during the estimated duration of the project. If the schedule extends beyond the anticipated timeframe due to factors outside of DJP&A's control, and/or if the project includes multiple stops and starts, the proposed budget would need to be increased to account for the additional time spent.

A. David J. Powers & Associates, Inc.

- | | |
|--|----------|
| • Preparation of Initial Study/Addendum, Preparation of NOD, Meetings and Hearings, Project Management | \$46,505 |
| • Reimbursables (travel, printing, etc.)* | \$495 |

B. Subconsultants*

- | | |
|--|----------|
| • Illingworth & Rodkin, Inc. (Construction Air Quality and Health Risk Assessment) | \$7,475 |
| • Illingworth & Rodkin, Inc. (Noise and Vibration Assessment) | \$9,890 |
| • Schaaf & Wheeler (Hydraulics Impact Analysis) | \$11,500 |
| • McCloskey Consultants, Inc. (Phase I ESA) | \$3,335 |

Subtotal (A+B)	\$79,200
-----------------------	-----------------

* Subconsultant and reimbursable expenses include our standard 15 percent administrative fee.

Please note that the cost estimate shown is a not-to-exceed total amount for all tasks combined. DJP&A will complete the Initial Study/Addendum for the not-to-exceed total. Within this not-to-exceed total, actual amounts spent on individual tasks/items may be more or less than the estimates. If DJP&A does not need all the time that has been budgeted, we will only bill for the time actually spent completing the work. Our invoices will be submitted on a monthly basis and are payable upon receipt.

DJP&A provides regular, clear and accurate invoices as the work on this project proceeds, in accordance with normal company billing procedures. The cost estimate prepared for this project does not include special accounting or bookkeeping procedures, nor does it include preparation of

SUBCONSULTANT PROPOSALS - DJPA

for Client's third-party services related to invoicing, insurance certificate maintenance, or other administrative functions will be billed as a reimbursable expense.

This scope is valid for 90 days and assumes that no issues arise that would require any additional technical analysis or documentation. In the event additional technical analysis is required, we can complete that work on a time and materials basis, upon your authorization. Project description changes after our notice to proceed is received may have schedule and budget implications.

Charge Rate Schedule¹

Title	Hourly Rate
Senior Principal	\$340
Principal Project Manager	\$313
Senior Environmental Specialist	\$266
Senior Project Manager	\$244
Environmental Specialist	\$228
Project Manager	\$217
Associate Project Manager	\$191
Assistant Project Manager	\$160
Researcher	\$138
Graphic Artist	\$128

Notes: Materials, outside services and subconsultants include a 15% administration fee. Mileage will be charged per the current IRS standard mileage rate at the time costs occur. Subject to revision January 1, 2025.

¹ David J. Powers & Associates, Inc. provides regular, clear and accurate invoices as the work on this project proceeds, in accordance with normal company billing procedures. The cost estimate prepared for this project does not include special accounting or bookkeeping procedures, nor does it include preparation of extraordinary or unique statements or invoices. If a special invoice or accounting process is requested, the service can be provided on a time and materials basis. Any fees charged to DJP&A for Client's third-party services related to invoicing, insurance certificate maintenance, or other administrative functions will be billed as a reimbursable expense.

SUBCONSULTANT PROPOSALS - CBG



CIVIL ENGINEERS | SURVEYORS | PLANNERS

METRO TANGO SUBDISTRICT PARKS PROJECT
(CIP 2023)
MILPITAS, CALIFORNIA

January 26, 2024
Job No.: 3648-020
Revised: February 29, 2024

Metro Tango Subdistrict Parks Project										
TASK	DESCRIPTION	CBG Personnel / Estimated Hours							ESTIMATED FEE	
		Principal	Project Manager	Senior Surveyor	Senior Engineer	Project Engineer	Survey Crew	Hours	Labor	
I.	PLANNING PHASE									
	Direct Labor Rate	\$ 270.00	\$ 245.00	\$ 235.00	\$ 235.00	\$ 205.00	\$ 320.00			
A.	Project Administration and Coordination (Planning Phase)	4	8					12	\$	3,040
B.	Field and Document Investigation	4	8		4	8	8	32	\$	8,420
C.	Programming / Conceptual Plan	16	20			24		60	\$	14,860
D.	Community Outreach							0		(N.I.C.)
E.	Environmental Clearance							0		(N.I.C.)
F.	Design Development (50% Design)	16	32			40	40	128	\$	29,760
	Subtotal Hours	40	68		4	72	40	8	232	\$ 56,080
G.	Reimbursable Expenses (Budget)								0	\$ 1,000
H.	Additional Services As Needed (15% Budget)									(N.I.C.)
	TOTAL ESTIMATED FEE	40	68		4	72	40	8		\$ 57,080

Fees will be charged per the attached Standard Hourly Charge Rate Schedule, which is in effect through June 30, 2024. The estimated fee amounts are for budget purposes only. Certain line items may be exceeded; the total estimated fee will not be exceeded without authorization.

SUBCONSULTANT PROPOSALS - CBG



CIVIL ENGINEERS | SURVEYORS | PLANNERS

STANDARD HOURLY CHARGE RATE SCHEDULE

Effective through June 30, 2024

Engineering

Project Manager	\$245
Senior Engineer.....	\$220 - \$235
Project Engineer.....	\$195 - \$210
Staff Engineer.....	\$170 - \$185
Assistant Engineer	\$145 - \$165

Planning

Senior Planner	\$215 - \$235
----------------------	---------------

Surveying

Survey Manager	\$245
Senior Surveyor	\$220 - \$235
Project Surveyor.....	\$195 - \$210
Staff Surveyor	\$170 - \$185
Assistant Surveyor	\$145 - \$165

Party Chief.....	\$205
Chainman	\$115

Drafting

CAD Technician.....	\$145
---------------------	-------

Administration

Clerical	\$88
Reimbursables	Cost + 10%

Management

Principal	\$270
Associate	\$255

2633 CAMINO RAMON, SUITE 350 | SAN RAMON, CALIFORNIA 94583 | (925) 866-0322
1430 BLUE OAKS BOULEVARD, SUITE 110 | ROSEVILLE, CALIFORNIA 95747 | (916) 788-4456
www.cbang.com

P:\0000\Engineering\Rate Schedule\Rate Schd_June 2024.docx

Translation Fee Schedule 2024

SAMPLE LANGUAGES:

Vietnamese: \$0.29 per word with a 300-word minimum \$87.00

Chinese: \$0.35 per word with a 300-word minimum \$96.00

Korean: \$0.35 per word with a 300-word minimum \$96.00

Spanish: \$0.20 per word with a 300-word minimum \$72.00 (Keep in mind that Spanish has a tendency to have a 20% ratio growth, 300 words can easily become 365 target Spanish words).

Rush Translations: completion needed within 24 Business hours:

Vietnamese: \$0.34 per word with a 300-word minimum

Chinese: \$0.37 per word with a 300-word minimum

Korean: \$0.37 per word with a 300-word minimum

Spanish: \$0.27 per word with a 300-word minimum

Copy Changes/Editing: 3 copy changes per project. Any changes over that billed at 300-word minimum in addition to original fee.

Desktop Publishing:
\$95.00/per hour.

*Fees are subject to change without notice

*Quotes are good for up to 30 days from time of request.

TRANSLATION PROTOCOL

Every outgoing translation we deliver to our client must pass through a proofreading and edit process with a separate, accredited translator. Any edits or corrections are completed by the original translator and the final revision is sent to the client for their review.

If the client feels that the translation does not flow very well and there are some better choices of words and phrases, the client should forward us the suggestion(s).

Please keep in mind that many times simply adding or removing a word usually does not improve the translation stylistically. It is the client's responsibility to advise us if the terminology is legal, technical, or conversational.

Please email your request to our Translation Desk:

docs@nowinterpreters.com

EXHIBIT “C”
COMPENSATION RATES AND REIMBURSABLE EXPENSES

1. HOURLY COMPENSATION RATES.

CALA

Principal	\$250/hour
Senior Associate	\$227/hour
Associate	\$216/hour
Arborist/Construction Manager	\$190/hour
Senior Project Manager	\$196/hour
Project Manger 1	\$187/hour
Project Manger 2	\$178/hour
Job Captain	\$164/hour
Designer 1	\$154/hour
Designer 2	\$140/hour
Assistant Designer	\$125/hour
Accounting	\$189/hour
Senior Project Administrator	\$144/hour
Project Administrator	\$128/hour

David J Powers

Senior Principal	\$340/hour
Principal Project Manager	\$313/hour
Senior Environmental Specialist	\$266/hour
Senior Project Manager	\$244/hour
Environmental Specialist	\$228/hour
Project Manager	\$217/hour
Associate project Manager	\$191/hour
Assistant project Manager	\$160/hour
Researcher	\$138/hour
Graphic Artist	\$128/hour

Aurum

Engineering Director	\$230/hour
Senior Project Manager	\$206/hour
Project Manager	\$199/hour
Electrical Designer	\$189/hour
CADD Manager/Drafter	\$147/hour
Drafter	\$126/hour

CBG

Project Manager	\$245/hour
Senior Engineer	\$220-235/hour
Project Engineer	\$195-210/hour
Staff Engineer	\$170-185/hour
Assistant Engineer	\$145-165/hour
Senior Planner	\$215-235/hour
Survey Manager	\$245/hour
Senior Surveyor	\$220-235/hour

Project Surveyor	\$195-210/hour
Staff Surveyor	\$170-185/hour
Assistant Surveyor	\$145-165/hour
Party Chief	\$205/hour
Chainman	\$115/hour
CAD Technician	\$145/hour
Clerical	\$88/hour
Reimbursables	Cost+10%
Principal	\$270/hour
Associate	\$255/hour

2. REIMBURSABLE EXPENSES.

Reimbursable expenses include printing and reproductions, postage and delivery, mileage, travel expenses, testing and outside services, the communications and insurance surcharge, and other project related expenses noted in the Standard Schedule of Compensation. Printing and reproductions include hard copy plots for in-person meetings and hard copy plots of PS&Es as well as documents for in-house reference during design.

3. ADDITIONAL SERVICES.

Additional Services shall include any service not specifically listed above and agreed by the City and Gates and Associates. Compensation for additional services shall be by a mutually accepted fixed fee, or on an hourly basis, computed at the actual hourly rates listed above. The consultant shall obtain City written approval prior to performing any work.

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 Design Services Agreement.**

Designer 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 Designer, its agents, representatives, employees or subcontractors.

Designer 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.

Designer 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 Designer'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 Designer 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 Designer, regardless of where the vehicles are kept or driven.

Professional Liability (Errors and Omissions):

X Insurance appropriate to the Designer'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 Designer'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 Designer 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.

Pollution Legal Liability:

____ Designer's 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 Designer maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Designer. 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 Designer 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:

Designer shall provide the following Surety Bonds:

_____ Bid Bond
_____ Performance Bond
_____ Payment Bond

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

Other Insurance Provisions:

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

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

Contractor's general liability and automobile liability policies shall be primary and shall not seek contribution from the City's coverage and be endorsed to add the City and its elected and appointed officials, officers, attorneys, agents employees and volunteers as additional insureds under such policies using Insurance Services Office form CG 20 10 (or equivalent) on the general liability policy. For construction projects, an endorsement providing completed operations coverage for the additional insured on the general liability policy, ISO form CG 20 37 (or equivalent), is also required.

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

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

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

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

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

X **Waiver of Subrogation:**

Designer hereby grants to City a waiver of any right to subrogation which any insurer of said Designer may acquire against the City by virtue of the payment of any loss under such insurance. Designer 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 Designer, its employees, agents and subcontractors.

____ Completed Operations

For Construction Agreements, Designer 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 Designer 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 Designer.

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 Designer 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 Designer 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 Designer 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 Designer's Pollution Liability Policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Designer's Pollution Liability Policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Subcontractors:

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

Subcontractor agrees to be bound to Designer and City in the same manner and to the same extent as Designer 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:

Designer 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 Designer'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 Designer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve and Authorize the City Manager to Execute a Stormwater Management Facilities Operation and Maintenance Agreement between the City of Milpitas and Milpitas Pacific Associates, L.P., for the Affordable Housing Project at 308 Sango Ct. (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012; and Arthur Valderrama, Principal Civil Engineer, 408-586-3355)
Category:	Consent Calendar-Community Development
Meeting Date:	3/19/2024
Recommendation:	Approve and authorize the City Manager to execute a Stormwater Management Facilities Operation and Maintenance Agreement between the City of Milpitas and Milpitas Pacific Associates, L.P., for the affordable housing project at 308 Sango Ct.

BACKGROUND:

On August 5, 2021, the Milpitas City Council approved Developer's application for a Site Development Permit (SD19-0014), Density Bonus (DB19-0001), a Tree Removal Permit (TR19-0029) and Environmental Assessment (EA18-0007) to allow demolition of an existing industrial building, removal of three protected trees, and the development of 85-unit dwelling units (100% affordable), a ground floor parking garage with up to 48 vehicles spaces, and 20,788 square feet of public and private open space on a 1.11 acre parcel located at 308 Sango Court (APN 086-36-036) within the Transit Area Specific Plan (TASP), and making findings of CEQA Exemption.

The development uses Best Management Practices (BMP), Low Impact Development (LID) and Integrated Management Practices (IMP). As part of this agreement the Developer shall be responsible for maintenance and operation of all the developments bio-treatment areas.

ANALYSIS:

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

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

The Milpitas Pacific Associates, L.P. (Developer) constructed storm water bio-retention treatment areas to meet the low impact development and post construction treatment requirements for stormwater. The Developer, Milpitas Pacific Associates, L.P. and property owner will be responsible for the perpetual maintenance and operation of the privately owned stormwater treatment facilities within their private property and not maintained by the City. The stormwater treatment built on public right of way for the treatment of public stormwater will be owned and maintained by the City once the public improvements have been accepted by the City.

Milpitas Pacific Associates, L.P. has executed the required Stormwater Management Operations and Maintenance Agreement for this Project. The Agreement requires the developer to operate and maintain the installed stormwater treatment facilities in accordance with the Municipal Regional Stormwater NPDES Permit and the developer will compensate the City to complete the required annual system inspections.

Staff recommends the City Council approve the attached Stormwater Management Agreement (**Attached**) which has been reviewed by the City Attorney and approved as to form and by the Acting City Engineer as to content.

POLICY ALTERNATIVE(S):

Alternative 1:

Not approve the Agreement with the City for operation, maintenance and annual inspection of stormwater treatment facilities.

Pros: None

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

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

FISCAL IMPACT:

As required by the Stormwater Management Facilities Operation and Maintenance Agreement, the project developer/property owner will pay the City for the required annual maintenance and inspection of the installed stormwater Bio-treatment facilities.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

On August 5, 2021, the City Council approved this project and its California Environmental Quality Act (CEQA) review by adopting Resolution No. 9096. Further, pursuant to CEQA Guideline 15162, there are no substantial changes proposed in the project, no substantial changes have occurred with respect to the circumstances under which the project will be undertaken, and there is no new information of substantial importance, that would trigger the need for a subsequent mitigated negative declaration or addendum to the negative declaration. On this basis, the City Council relies on the previous CEQA review conducted in approving this agreement.

RECOMMENDATION:

Approve and authorize the City Manager to execute a Stormwater Management Facilities Operation and Maintenance Agreement between the City of Milpitas and Milpitas Pacific Associates, L.P. for the affordable housing project at 308 Sango Court.

ATTACHMENT(S):

Stormwater Management Facilities Operation and Maintenance Agreement

Control No. 2024-_____
Recording Requested by
and when Recorded, return to:

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

Attn: City Clerk

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

Document Transfer Tax is \$ 0
() Computed on full value of property conveyed
() Computed on full value less value of liens and encumbrances remaining
City transfer tax is \$ 0
APN: 086-36-036

STORMWATER MANAGEMENT FACILITIES OPERATION AND MAINTENANCE AGREEMENT

This Stormwater Management Facilities Operation and Maintenance Agreement ("AGREEMENT") is made and entered into this _____ day of _____ 2024 ("Effective Date"), by and between Milpitas Pacific Associates, L.P. ("Property Owner") and the City of Milpitas, a municipal corporation of the State of California ("City").

RECITALS

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

- A. **WHEREAS**, the Property Owner is the owner of real property more particularly depicted and described on the attached as **Exhibit A** ("Property") and fully incorporated herein by reference; and
- B. **WHEREAS**, the Property Owner received entitlements from the City allowing the development of the Property as a common interest development, including the construction of a multi-family building comprising up to 85 units with, emergency vehicle access, utilities, and associated offsite and onsite improvements landscaping, irrigation, and stormwater treatment measures on a 1.11 acre site located at 308 Sango Court in Milpitas and more commonly known as 308 Sango Court Apartments, Project No. PJ5096, (the "Project") on the Property; and subject to conditions set forth in the following (collectively "City Approvals"):
 - 1. Resolution No. 9096 approving Site Development Permit No. SD19-0014,
 - 2. Resolution No. 9096 approving Tree Removal Permit No. TR19-0029,

3. Resolution No. 9096 approving Environmental Assessment No. EA19-0007, and
4. Resolution No. 9096 approving Density Bonus No. DB19-0001;

- C. **WHEREAS**, discharges to the City's municipal separate storm sewer system ("MS4") are regulated under state and federal law pursuant to Waste Discharge Requirements and National Pollutant Discharge Elimination System permit ("MS4 Permit") issued by the Regional Water Quality Control Board, San Francisco Region ("Regional Board").
- D. **WHEREAS**, pursuant to the requirements of the MS4 Permit and the City's Stormwater and Urban Runoff Pollution Control Ordinance as codified in Milpitas Municipal Code Chapter 16 ("Ordinance"), the City Approvals require the Property Owner to install, operate and maintain, at no cost or expense to the City and as part of the common area as defined by the Davis-Stirling Common Interest Development Act, the Permanent Stormwater Pollution Prevention Measures ("BMPs") more particularly described in the City-approved Stormwater Control Operation and Maintenance Plan (sometimes referred to herein as "Plan") for the Project attached hereto as **Exhibit B** and fully incorporated herein by reference; and
- E. **WHEREAS**, the Stormwater Control Operation and Maintenance Plan may be subsequently modified from time to time with City's written approval and such changes shall be fully incorporated as part of this Agreement by this reference; and
- F. **WHEREAS**, the Stormwater Control Operation and Maintenance Plan includes provisions for the BMP Operation and Maintenance and an annual inspection checklist for the BMPs constructed on the Property, and
- G. **WHEREAS**, this Agreement memorializes the Property Owner's obligations, either directly or through a property owners association, for maintenance, operations, and inspection under the City's Ordinance and the approved Stormwater Control Operation and Maintenance Plan.

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

SECTION 1. Responsibility for Operation and Maintenance:

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

SECTION 2: Inspection by Property Owner:

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

SECTION 3. Facility Inspection by the City:

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

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

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

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

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

SECTION 5: Successors and Assigns:

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

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

SECTION 6. Indemnity:

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

SECTION 7. Severability:

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

SECTION 8. Non-Discrimination:

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

SECTION 9. Governing Law:

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

SECTION 10. Recordation:

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

SECTION 11. Books and Records:

- A. The Property Owner shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements or in anyway relating to the performance of this Agreement for a minimum period of three (3) years, or for any longer period required by law.
- B. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit at no cost to City, at reasonable any time during regular business hours, upon at least 48 hours' prior written request by the City Attorney, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at the Property Owner's address indicated for receipt of notices in this Agreement.

SECTION 12. Notices:

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

To CITY:

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

To PROPERTY OWNER:

Pacific West Communities
430 E State Street, Suite 100
Eagle, ID 83616-5901
Attn: Caleb Roope, President and CEO

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

SECTION 13 . Venue:

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

SECTION 14 . Interpretation, Prior Agreements:

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

[Signatures on Next Page]

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

PROPERTY OWNER:

By: TPC Holding IX, LLC,
an Idaho limited liability company
Its: Co-Administrative General Partner

By: Pacific West Communities, Inc.
an Idaho corporation

By: 
Name: Caleb Roope
Its: President and CEO

CITY:

**CITY OF MILPITAS,
A MUNICIPAL CORPORATION**

By: _____
Ned Thomas, City Manager

Approved as to form:

By: _____
Michael Mutalipassi, City Attorney

Approved:

By: _____
Gabrielle Tsang
Interim Finance Director/Interim Risk Manager

Recommended for approval:

By: _____
Matt Cano, PE
Assistant City Manager / Acting City Engineer

Please note that this is a placeholder for the acknowledgement. So use the most current version of the acknowledgement

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Idaho)
County of Ada)

On 2/22/24, before me, Katie Callen, a Notary Public,
personally appeared Caleb Roope

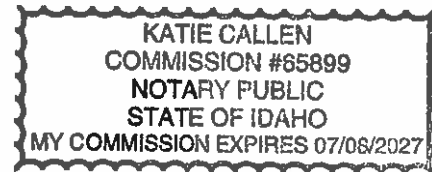
☒ personally known to me;

or _____, who proved to me on
the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Idaho ~~California~~ that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Katie Callen



CAPACITY CLAIMED BY SIGNER:

Though statute does not require the notary to fill in the data below, doing so may prove invaluable to
persons relying on the document.

____ Individual(s)
____ Corporate Officer(s) Titles _____ and _____
____ Partner(s) _____ Limited _____ General
____ Attorney-in-Fact
____ Trustee(s)
____ Guardian/Conservator
____ Other : _____

Signer is representing: _____

ATTENTION NOTARY: Although the information requested below is optional, it could prevent fraudulent
attachment of this certificate to unauthorized document.

Title or type of document _____

Number of pages: _____ Date of document: _____

Signer(s) other than named above: _____

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED ABOVE

EXHIBIT A

Plat and Description for the site

LEGAL DESCRIPTION

Real property in the City of Milpitas, County of Santa Clara, State of California, described as follows:

ALL OF PARCEL A, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "PARCEL MAP BEING A RESUBDIVISION OF PARCELS 8, 9 AND 10", AS SHOWN UPON THE PARCEL MAP FILED IN [BOOK 338 OF MAPS AT PAGE 42](#), WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON JANUARY 14, 1980 IN [BOOK 457 OF MAPS, AT PAGE 27](#).

APN: 086-36-036

EXHIBIT B
Operation and Maintenance Plan

308 SANGO COURT - BMP Operation and Maintenance Plan

Implementation of a long term Operation and Maintenance Plan (O&M) is necessary for the proper operation and maintenance of the stormwater control measures for the project. This O&M is intended to be a guide for the main items involved in BMP maintenance. Inspections, maintenance, and documentation will be the responsibility of the Property Management Company.

This project is located in the southwestern part of the City of Milpitas, at 308 Sango Court, off Montague Expressway between McCandless Drive and E. Capitol Avenue (see Appendix A, Figure 1: Location Map). The project is located within the Milpitas Transit Area Specific Plan area. The project consists of multi-story mixed use building and parking structure. The new 6 story building with parking structure includes 85 affordable residential apartment units. The site improvements also include improvement to Sango Court including construction of a new 5' monolithic sidewalk, and a grid and overlay operation. The total project area consists of 1.1 acres, plus the City owned frontage improvement along Sango Court.

Stormwater will be treated with the use of biotreatment areas and mechanical methods. Since the site is generally raised due to base flood elevation requirements the conveyance of stormwater runoff to biotreatment areas was possible through the use of roof drains and bubblers. The site generally drains outwards to all four sides of the building. One biotreatment area, one mechanical system and one pervious pavement area is proposed. Tributary areas, treatment areas, and treatment details are shown in attachment B of this O&M Plan.

A. Responsibility for Maintenance

The 308 Sango Court Property Management Company will be is responsible for maintaining the storm water treatment measures. A Stormwater Management facilities Operation and Maintenance Agreement between the Owner and the City of Milpitas will be entered into prior to the building occupancy. The executed and recorded agreement is included as Attachment A to this O&M plan.

Individuals Responsible for Stormwater Treatment BMP Operations and Maintenance
Date accepted: TBD (to be recorded prior to final occupancy)
Facility Name: 308 Sango Court Apartments
Facility Address: 308 Sango Court
<i>Designated Contact for Operation and Maintenance</i>
Name: TBD
Title: TBD
Phone: TBD
Email: TBD
<i>Off-hours or Emergency Contact</i>
Phone: TBD

B. Organization Chart

Owner: Pacific West Communities, Inc.
 Property Manager: TBD

C. O&M Agreement

An Operation and Maintenance agreement between the City of Milpitas and Owner will be recorded with the County of Santa Clara prior to the final occupancy phase. The recorded document is included as attachment A to this O&M plan.

D. Means to Finance and Implement BMP Maintenance

Proper maintenance and operation of the stormwater management facilities identified in this SWCP will be the responsibility of the Owner and Property Manager to be established under this Project. The applicant will prepare and submit, for the City's review, an acceptable Stormwater Control Operation and Maintenance Plan prior to completion of construction, and will execute a Stormwater Management Facilities Operation and Maintenance Agreement before transfer or final occupancy at the site. Financing for long term BMP Operation and Maintenance will be assessed as part of the monthly rental fee for apartment and retail tenants and accounted in the properties annual budget.

E. Records

The 308 Sango Court Apartments Property Manager will maintain annual records of the operation and maintenance of BMP's identified in this O&M. The records will consist of inspections per the BMP Maintenance Schedule in this O&M. The reports will be available to the

City upon request.

F. Summary of Drainage Areas and BMP's

- A. Drainage Areas - A drawing showing the location and type of all treatment area is included on Attachment B.
- B. Details of Treatment BMPs - Details of individual treatment BMP's are shown on Attachment B.

G. BMP Maintenance Schedules

A. Summary of Inspection and Maintenance for all BMPs

A summary of inspection schedules are shown on Attachment C. Annual inspections shall be conducted during the months of September or October, prior to October 15 (prior to the rainy season). Bi-annual inspections shall be conducted during the months of September or October, and again during April (before April 15, end of the rainy season). Inspections shall be completed using the Inspection Maintenance Forms (Attachment D). Additional inspections may be required throughout the rainy season if excessive debris is found within the swales, or the swales do not drain completely in 48-hours after a rain event.

B. Service Agreement Information

Maintenance of the biotreatment facilities will be contracted for with a qualified landscape maintenance company.

ATTACHMENT A

RECORDED MAINTENANCE AGREEMENT BETWEEN CITY AND OWNER

ATTACHMENT B

MAP AND SUMMARY OF DRAINAGE AREAS, BMP'S, AND BMP DETAILS

BIORETENTION BASIN NOTES

1. General: Begin bioretention facility construction only when the upgradient site has been sufficiently stabilized and temporary erosion and sediment control measures are in place. The rough graded basin may only be used as a temporary sediment control facility prior to placement of the drain rock and biotreatment soil mix. Subgrade excavation and placement of the drain rock and biotreatment soil mix should occur toward the end of the construction process, in conjunction with the final landscaping and site stabilization phase, to prevent damage and sedimentation to the bioretention facility due to construction activities. No heavy equipment shall operate within the perimeter of a bioretention facility during excavation, backfilling, planting, or mulching of the facility.
2. Excavation: The bioretention facility shall be excavated to the dimensions, side slopes, and elevations shown on the plans in accordance with the specifications of the Geotechnical report. The method of excavation shall minimize the compaction of the bottom of the bioretention facility. Hand grading equipment is preferred to reduce compaction potential of the subgrade. Excavators, backhoes, and low ground-contact pressure equipment may be used only if operated on the ground adjacent to the bioretention facility and never on the bottom. No heavy equipment shall be allowed on the bottom of the bioretention facility. Side slopes of the facility shall be compacted to 90% R.C.
3. Vapor Barrier/Liner: Vapor Barrier/Liner shall be placed in the bioretention facility so as to cover the entire excavation sides and bottom per details. Liner placements shall adhere to the manufacturer's specifications and recommendations. Concrete bioretention vault by Oldcastle precast/approved equal, or impermeable Vapor Barrier/Liner shall be Mirafi NT100 or approved equal with 10-mil minimum thickness.
4. Drain Rock: A 12" min depth of drain rock shall be provided at the bottom of the bioretention basin excavation. Drain Rock shall be Class 68 permeable material per Section 68 "Surface Drains" of the Caltrans Specifications, clean washed.
5. Subdrain: Subdrain pipe shall be 4" HDPE or PVC SDR 35 with 2 to 3 rows of 1/4" holes at 3" to 4" on center, located within a 120" arc, or approved equal. Cleanout shall be solvent welded solid 4" PVC, schedule 40, with a screw on cap of the type recommended by the pipe manufacturer. Pipe shall be installed in the permeable drain rock in the configuration and elevation shown on the plan. The subdrain shall have 1" min drain rock above the pipe and placed with perforations facing down in all cases. Connect the subdrain to the downstream overflow inlet per the manufacturer's recommendation, ensuring a tight seal. Install a cleanout at the upstream end of the subdrain. The cleanout cap shall be watertight and installed to be 2" above the biotreatment soil surface.
6. Biotreatment Soil Mix (BSM): Shall meet the specifications of Appendix C "Soil Specifications" of the Santa Clara Valley Urban Runoff Pollution Prevention Program, C.3 Stormwater Handbook, dated June 2016. General requirements are:
- Long-term, in-place infiltration rate of 5 inches per hour minimum.
 - Soil mix measured on a volume basis: 60%–70% sand, 30%–40% compost.
7. The BSM shall be placed and graded using hand equipment, low ground-contact pressure equipment, or by excavators and/or backhoes operating on the ground adjacent to the bioretention facility. No heavy equipment shall be used within the perimeter of the bioretention facility before, during, or after the placement of the BSM. The BSM shall be placed in horizontal layers not to exceed 12", to a total depth of 18" minimum. The BSM shall be compacted by saturating the entire area of the bioretention facility after each lift of BSM is placed. Water for saturation shall be applied by spraying or sprinkling. Final grading of the BSM shall be performed after a 24-hour settling period. Final elevations shall be within 1" of elevations shown on the Plans.
8. Inlet Protection: Install rock protection at inlets to basin with 3" to 6" washed cobbles as shown on the Plans for energy dissipation and erosion control.
9. Landscaping: Landscaping of the bioretention facility shall be per the Landscape Drawings (separate plans), including plants, mulch, and decorative cobbles. Vegetation should be established as soon as possible to prevent erosion and scour.
10. Stabilization: Stabilize freshly seeded bioretention facilities with appropriate temporary or permanent soil stabilization methods, such as erosion control matting or blankets. Erosion control shall be required for at least the first 60 days following the first storm event of the season, or until permanent vegetation is established. Once the bioretention facility is sufficiently stabilized and vegetation established, remove temporary erosion and sediment controls.

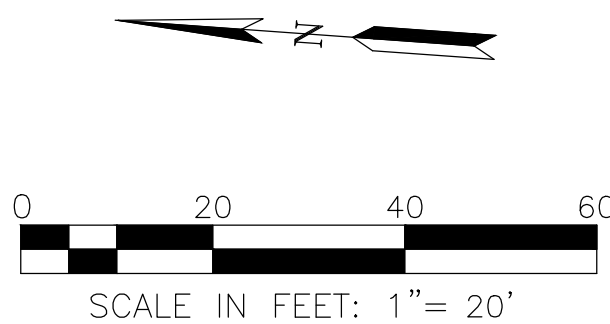
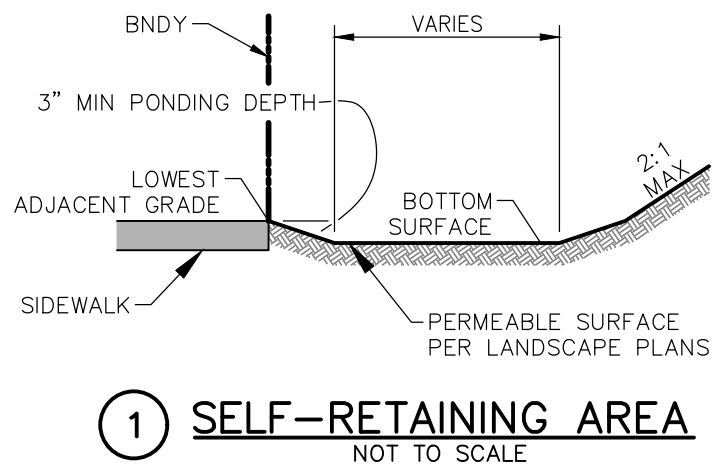
BMP Summary Table											
Treatment Area ID	Treatment Description	Drainage Area ID	Area (sf)	Impervious Area (sf)	% Impervious	Required BMP (sf)	Provided BMP (sf)	Ponding Depth (in)	Required Volume (cf)	Provided Volume (cf)	Required Flow (cfs)
TA 1	Bioretention Basin	1	15,205	13,190	86.7%	417	430	6	N/A	N/A	N/A
TA 2	Mechanical System	2	28,792	23,748	82.5%	N/A	N/A	N/A	N/A	N/A	0.1
TA 3	Self-Retaining (previous pav)	3	836	247	29.5%	N/A	N/A	N/A	26	27	N/A
N.A.	Self-Treating	4	2,079	0	0.0%	N/A	N/A	N/A	N/A	N/A	N/A
N.A.	Self-Retaining	5	582	53	9.1%	N/A	N/A	N/A	N/A	N/A	N/A

NOTES:

1. SEE SHEET CS13 FOR DESIGN OF EACH TREATMENT AREA.
2. APPROXIMATELY 60% OF SITE IS TRIBUTARY TO TA2 (MEDIA FILTER). SPECIAL PROJECTS IS CLAIMED FOR THIS SITE AS A FOR TRANSIT ORIENTED DEVELOPMENT. THE PROJECT MAY UTILIZE MECHANICAL TREATMENT SYSTEMS FOR UP TO 70% OF THE SITE.
3. SEE SHEET CS14 FOR STORMWATER CONTROL FACILITY DETAILS.
4. TRASH ROOM LOCATED WITHIN THE BUILDING IS CONNECTED DIRECTLY TO SANITARY SEWER SYSTEM PER BUILDING PLUMBING.

LEGEND

- NEW
- BUILDING ROOF AREA
 - BIORETENTION AREA
 - CONCRETE/HARDSCAPE
 - ASPHALT
 - PREVIOUS PAVEMENT
 - SELF-TREATING AREA
 - SELF-RETAINING AREA
 - DRAINAGE AREA
 - DRAINAGE AREA NUMBER
 - BMP DESCRIPTION
 - STORM DRAIN SYSTEM
 - EXISTING STORM DRAIN SYSTEM



PLOT DATE: March 2, 2023
FILE PATH: W:\Jobs\13\192035 - Sango Court\Drawings\Final\Plans\MP PLANS - ONSITE\CS12 STORMWATER CONTROL PLAN.dwg

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
8055 CAMINO ARROYO GILROY, CA 95020
PHONE: (408) 848-0300 FAX: (408) 848-0302



Record Drawings	
To be completed prior to acceptance of work by the City	
Signature & Seal	Date
P.E. No. Exp.	
Public Works Inspector:	
Public Improvements initially Accepted by the City Council on:	

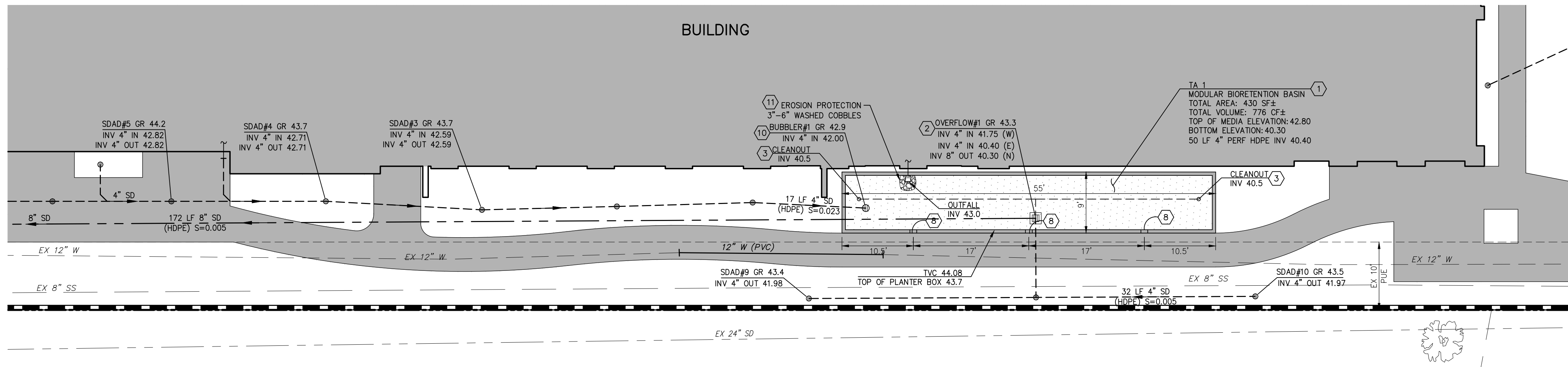
REVISIONS					
Num.	Date	By	Description	City Engr.	Aprv.

ISSUED FOR
CONSTRUCTION SET
03/10/2023

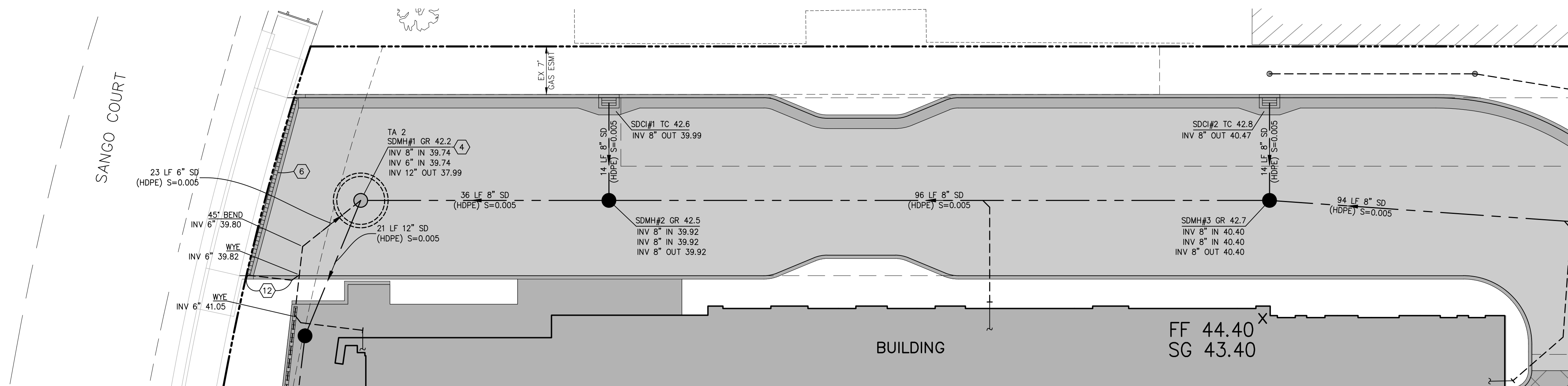
CITY OF MILPITAS ENGINEERING DIVISION	
APPROVED:	
CITY ENGINEER	DATE
ANY CHANGES TO PUBLIC IMPROVEMENTS SHALL BE APPROVED BY THE CITY ENGINEER	
RECOMMENDED FOR APPROVAL:	DATE:
FIRE DEPT.	DATE:
ENGINEERING	DATE:

308 SANGO COURT	
ONSITE IMPROVEMENT PLANS	
STORMWATER CONTROL PLAN	
MILPITAS, CALIFORNIA	
FOR: PACIFIC WEST COMMUNITIES, INC.	MAY 16, 2022

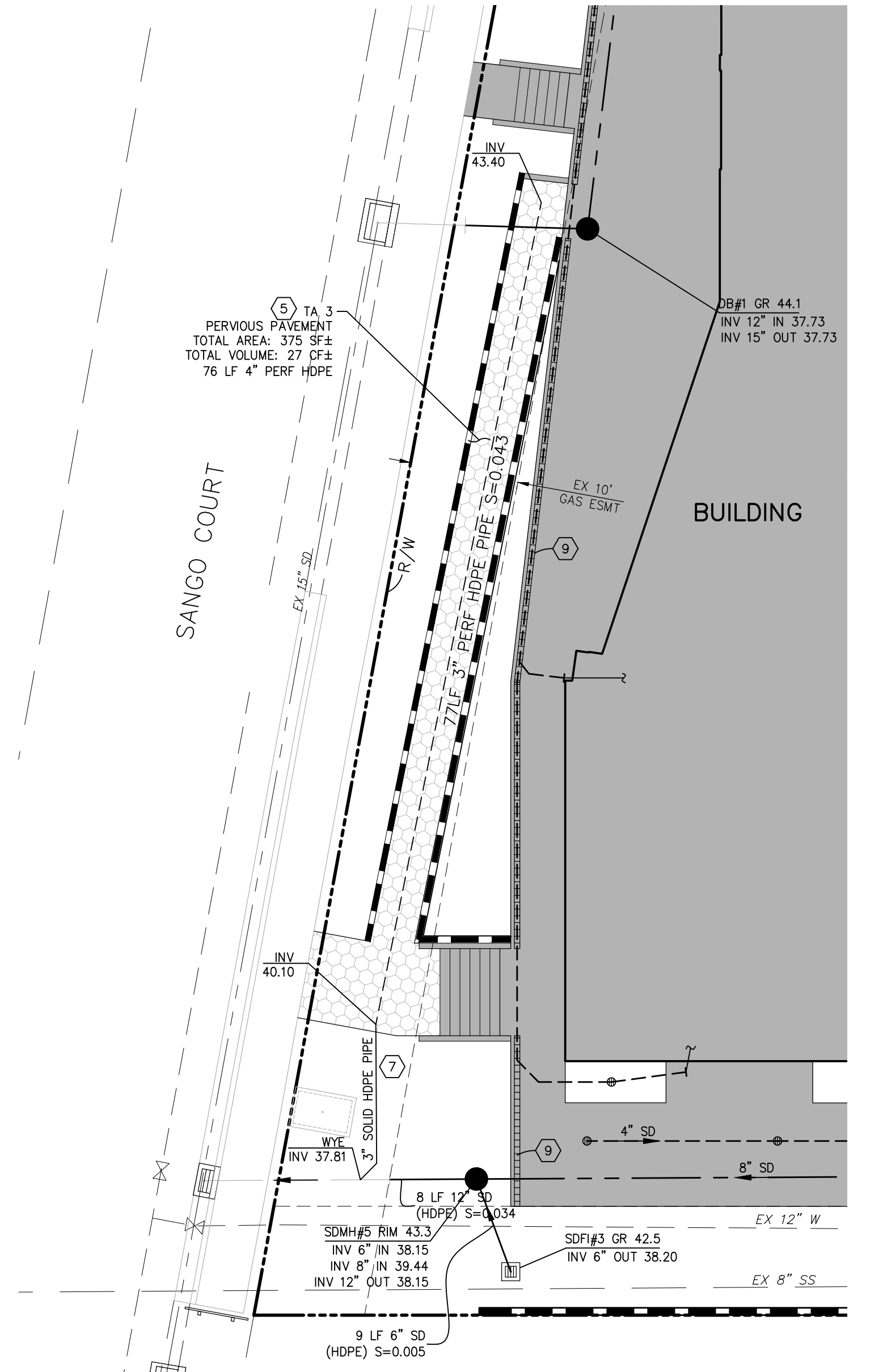
JOB NO.	192038
FILE NO.	
SCALE:	1"=20'
SHEET	
CS12	
OF 18 SHEETS	



TREATMENT AREA 1
SCALE: 1"=10'



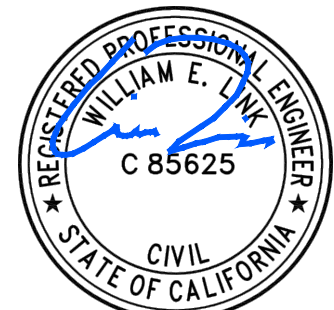
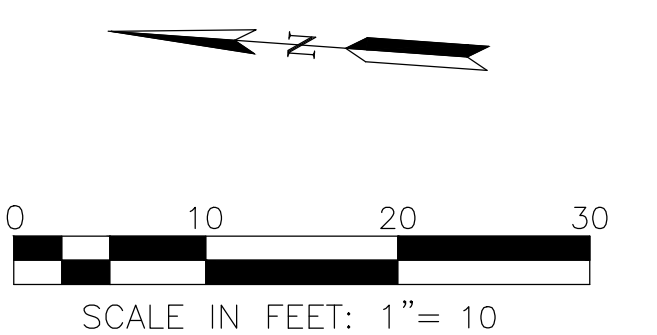
TREATMENT AREA 2
SCALE: 1"=10'



TREATMENT AREA 3
SCALE: 1"=10'

STORMWATER CONTROL MEASURE CONSTRUCTION NOTES

- MODULAR BIORETENTION BASIN BY OLDCASTLE OR APPROVED EQUAL, SEE DETAIL 2, SHEET CS14.
- OVERFLOW AREA DRAIN, SEE DETAIL 2/CS17
- CLEANOUT (TYP). SEE DETAIL 3/CS17
- BAYSAVER MANHOLE, SEE DETAIL 1/CS17
- PERVIOUS CONCRETE, SEE DETAIL 4/CS17
- TRENCH DRAIN, SEE DETAIL 10/CS56
- CONNECT PERVIOUS PAVEMENT SUBDRAIN LINE TO 12" SD.
- CURB CUTS FINE GRADING PLAN AND SEE DETAIL 3/CS17
- HARDSCAPE TRENCH DRAIN, SEE DETAIL 1/CS17
- BUBBLER, SEE DETAIL 6/CS17
- SEE PLUMBING PLANS FOR STORM DRAIN CONTINUATION INTO BUILDING
- CONNECT TRENCH DRAIN TO 6" SD

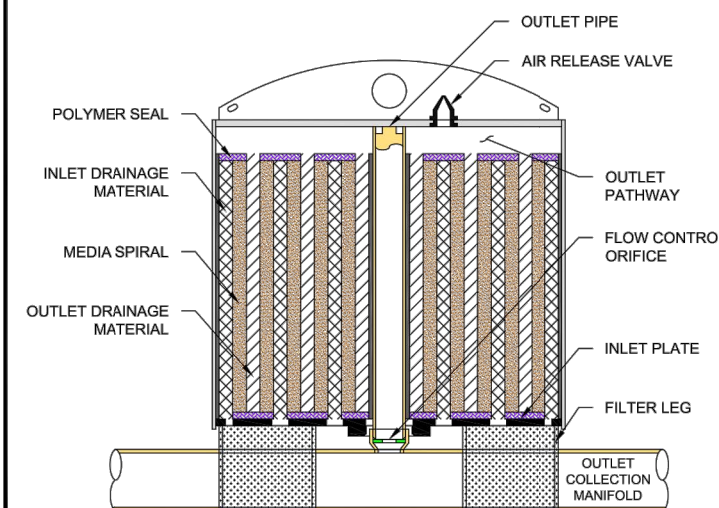
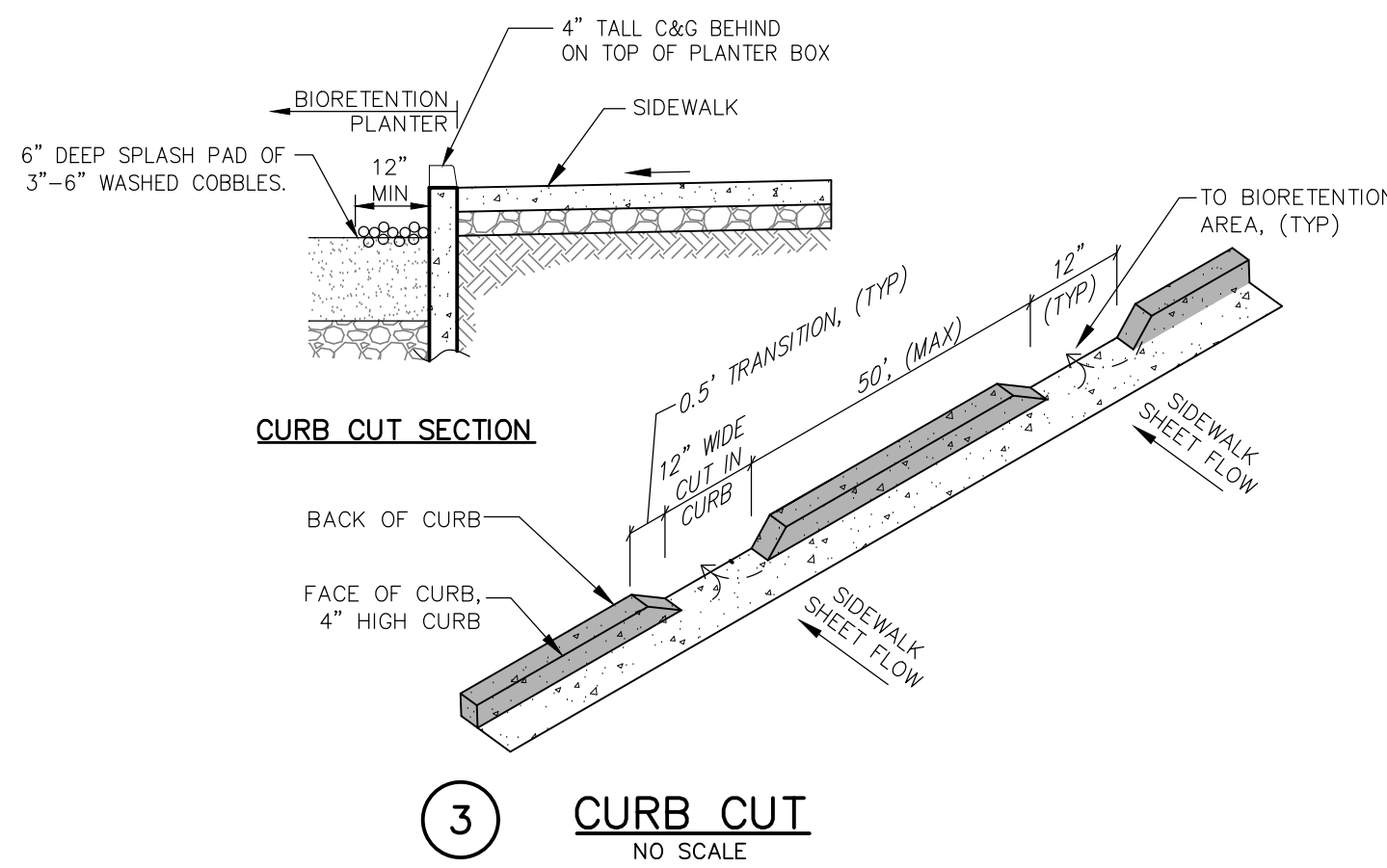
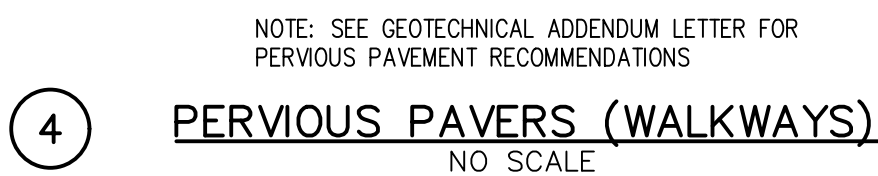


Record Drawings	
To be completed prior to acceptance of work by the City	
Signature & Seal	Date
P.E. No. _____ Exp. _____	
Public Works Inspector:	
Public Improvements initially Accepted by the City Council on:	

REVISIONS					
Num.	Date	By	Description	City Engr. Aprv.	Date
			ISSUED FOR CONSTRUCTION SET		
			03/10/2023		

CITY OF MILPITAS ENGINEERING DIVISION	
APPROVED:	
CITY ENGINEER	DATE
ANY CHANGES TO PUBLIC IMPROVEMENTS SHALL BE APPROVED BY THE CITY ENGINEER	
RECOMMENDED FOR APPROVAL:	
FIRE DEPT.	DATE:
ENGINEERING	DATE:

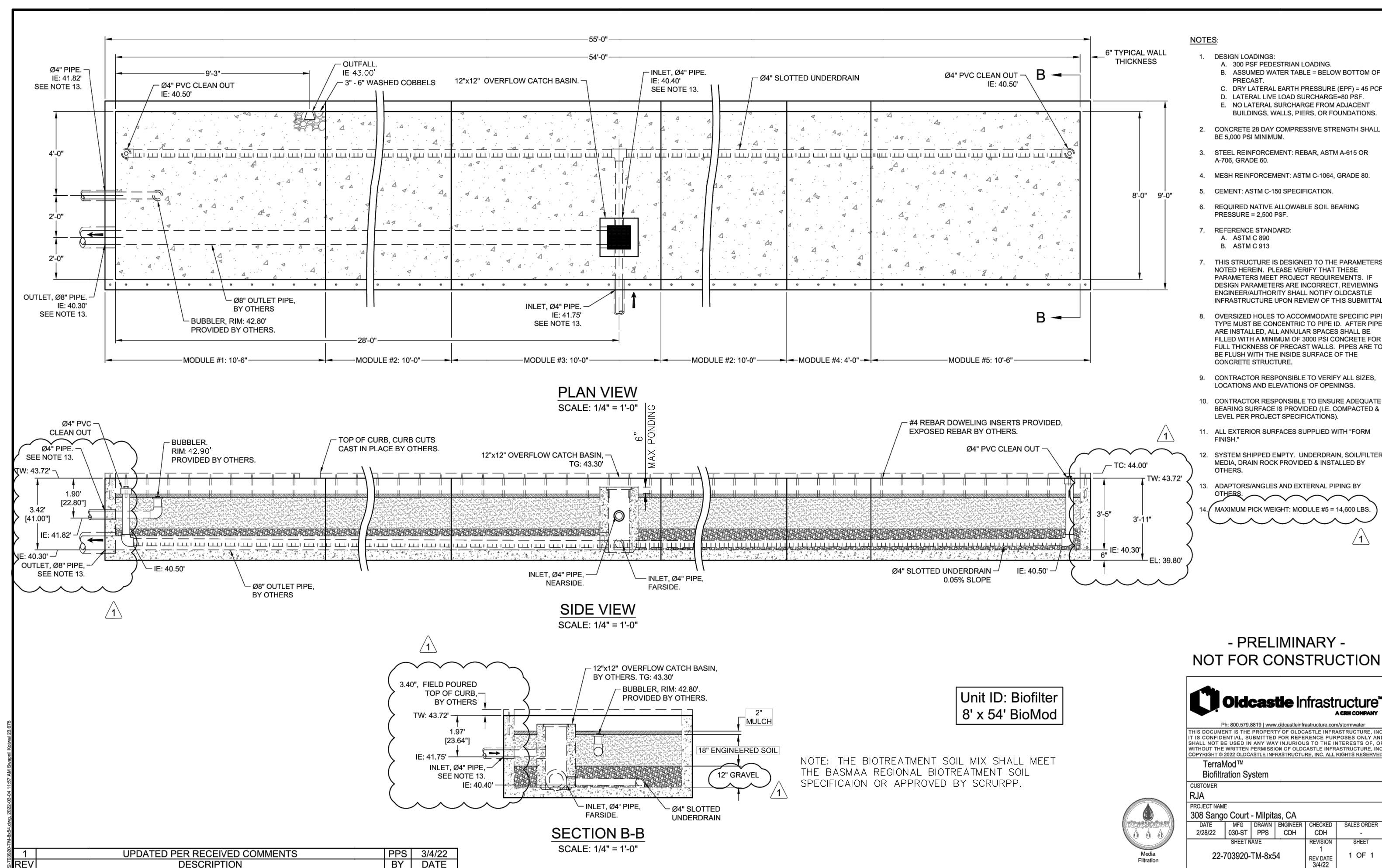
308 SANGO COURT	JOB NO. 192038
ONSITE IMPROVEMENT PLANS	FILE NO.
STORMWATER CONTROL PLAN	SCALE: 1"=10'
MILPITAS, CALIFORNIA	SHEET
FOR: PACIFIC WEST COMMUNITIES, INC.	CS13
MAY 16, 2022	OF 18 SHEETS



522 BAYFILTER BF-72-2	SDMH#1
WATER QUALITY FLOW RATE	0.09 cfs
DRAINAGE AREA	---
CARTRIDGE DESIGN FLOW RATE	22.5 GPM
# BAYFILTER CARTRIDGES	2
TREATED SEDIMENT CAPACITY	350 lbs

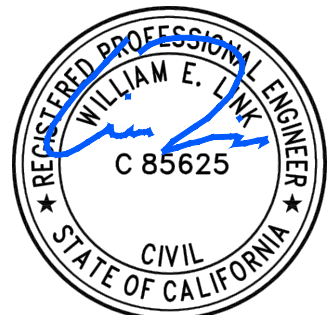
THE BAYFILER STORMWATER MANAGEMENT SYSTEM IS A STORMWATER FILTRATION DEVICE DESIGNED TO REMOVE FINE SEDIMENTS, HEAVY METALS, AND PHOSPHORUS. THE BAYFILER SYSTEM RELIES ON A SPIRAL WOUND MEDIA FILTER CARTRIDGE WITH APPROXIMATELY 45 SQUARE FEET OF FILTRATION AREA. THE FILTER CARTRIDGES ARE HOUSED IN A CONCRETE STRUCTURE THAT IS DESIGNED TO ALLOW WATER TO PASS THROUGH THE CARTRIDGES. THE SYSTEM IS IN LINE WITH AN INTERNAL BYPASS WEIR THAT ROUTES HIGH INTENSITY STORMS AROUND THE CARTRIDGES. THE FILTER CARTRIDGES REMOVE POLLUTANTS FROM RUNOFF BY FILTRATION (INTERCEPTION/ATTACHMENT) AND ADSORPTION.

① BAYFILTER CARTRIDGE SYSTEM
NO SCALE



② PRECAST BIORETENTION BASIN DETAIL (STORMWATER PLANTER)
NO SCALE

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ■ PLANNERS ■ SURVEYORS
8055 CAMINO ARROYO GILROY, CA 95020
PHONE: (408) 848-0300 FAX: (408) 848-0302



Record Drawings

To be completed prior to acceptance of work by the City

Signature & Seal _____ Date _____

P.E. No. _____ Exp. _____

Public Works Inspector: _____

Public Improvements initially Accepted by
the City Council on: _____

REVISIONS					
Num.	Date	By	Description	City Engr. Aprv.	Date
ISSUED FOR CONSTRUCTION SET 03/10/2023					

CITY OF MILPITAS
ENGINEERING DIVISION

APPROVED: _____

CITY ENGINEER

ANY CHANGES TO PUBLIC IMPROVEMENTS
SHALL BE APPROVED BY THE CITY ENGINEER

RECOMMENDED FOR APPROVAL:

FIRE DEPT. _____ DATE: _____

ENGINEERING _____ DATE: _____

308 SANGO COURT
ONSITE IMPROVEMENT PLANS

STORMWATER CONTROL PLAN DETAILS

MILPITAS, CALIFORNIA

FOR: PACIFIC WEST COMMUNITIES, INC.

JOB NO.	192038
FILE NO.	
SCALE:	1"=10'
SHEET	
CS14	
OF 18 SHEETS	

ATTACHMENT C

SUMMARY OF INSPECTION AND MAINTENANCE OF ALL BMP'S

308 Sango Court

Stormwater Control Measure Routine Maintenance Plan

This maintenance plan identifies the Stormwater Control Measures (SCM) located at the site and describes the minimum level of maintenance activities that should be performed to keep the facilities neat, clean, and functional. This plan should be used by the company or individual responsible for site landscape maintenance and incorporated into the greater site maintenance schedule.

I. Property Information

Property Address or Cross Street: 308 Sango Court, Milpitas, CA

Property Owner: Pacific West Communities, Inc.

Designated Contact: Niki Slattery Phone No.: (208) 891-4955

Mailing Address: 430 E. State Street, Suite 100, Eagle, ID 83616

II. Stormwater Control Measure Information

The following stormwater control measures (SCM) are located on the property identified above and are subject to routine maintenance; refer to Exhibit B:

Identifying Number of SCM	Type of SCM	Location of SCM on Property
Basin TA-1	Bioretention Basin	West side of building.
Basin TA-2	BaySaver (Mechanical)	At project driveway, approximately 15' behind sidewalk.
Basin TA-3	Pervious Pavement	Walkway into project along Sango Court frontage.

III. Maintenance Schedule

Stormwater control measures should undergo routine maintenance in conjunction with the greater site landscape maintenance. In general, engaging in routine monthly maintenance will result in reduced long-term maintenance costs. It is recommended to inspect the facilities once a month and conduct any applicable maintenance activities in order to keep the facilities neat, clean and functional. The attached Stormwater Control Measure Routine Maintenance Checklist identifies the minimum level of maintenance activities that should be performed on a routine basis. The checklist should be completed at the time of maintenance by the company or individual responsible for the maintenance, and the completed forms provided to the HOA within 30 days of the maintenance activities for their records.

308 Sango Court

Stormwater Control Measure Routine Maintenance Plan

IV. Use of Pesticides

The use of pesticides and quick release fertilizers shall be minimized, and the principles of integrated pest management (IPM) followed:

1. Employ non-chemical controls (biological, physical and cultural controls) before using chemicals to treat a pest problem.
2. Prune plants properly and at the appropriate time of year.
3. Provide adequate irrigation for landscape plants. Do not over water.
4. Limit fertilizer use unless soil testing indicates a deficiency. Slow-release or organic fertilizer is preferable. Check with municipality for specific requirements.
5. Pest control should avoid harming non-target organisms, or negatively affecting air and water quality and public health. Apply chemical controls only when monitoring indicates that preventative and non-chemical methods are not keeping pest below acceptable levels. When pesticides are required, apply the least toxic and the least persistent pesticide that will provide the adequate pest control. Do not apply pesticides on a prescheduled basis.
6. Sweep up spilled fertilizer and pesticides. Do not wash away or bury such spills.
7. Do not over apply pesticide. Spray only where the infestation exists. Follow the manufacturer's instructions for mixing and applying pesticides.
8. Only licensed, trained pesticide applicators shall apply pesticides.
9. Apply pesticides at the appropriate time to maximize their effectiveness and minimize the likelihood of discharging pesticides into runoff. With the exception of pre-emergent pesticides, avoid application if rain is expected.
10. Unwanted/unused pesticides shall be disposed as hazardous waste.

V. Vector Control

Standing water shall not remain in the treatment measures for more than five days, to prevent mosquito generation. Should any mosquito issues arise, contact the Santa Clara Valley Vector Control District (District). Mosquito larvicides shall be applied only when absolutely necessary, as indicated by the District, and then only by a licensed professional or contractor. Contact information for the District is:

Santa Clara Valley Vector Control District
1580 Berger Drive
San Jose, California 95112
P: (408) 918-4770 or (800) 675-1155, F: (408) 298-6356
www.sccgov.org/portal/site/vector

ATTACHMENT D

**STORMWATER BMP INSPECTION AND MAINTENANCE LOG
AND CHECKLISTS**

ATTACHMENT D – Stormwater BMP Inspection and Maintenance Log

Submit the Operations and Maintenance Inspection reports, Maintenance Plan, and Inspection and Maintenance Checklist for each BMP to: City of Milpitas, 455 E. Calaveras Blv, Milpitas, CA 95035, ATTN: Utility Engineer

Facility Name	
Address	
Begin Date	End Date

Date	BMP ID#	BMP Description ID	Inspected by:	Cause for Inspection	Exceptions Noted (Write ID code-see potential inspection results)	Comments and Actions Taken

Instructions: Record all inspections and maintenance for all treatment BMPs on this form. Use additional log sheets and/or attach extended comments or documentation as necessary. Submit a copy of the completed log with the annual independent inspectors' report to the municipality, and start a new log at that time.

- **BMP ID#** — Always use ID# from the Operation and Maintenance Manual.
- **Inspected by** — Note all inspections and maintenance on this form, including the required independent annual inspection.
- **Cause for inspection** — Note if the inspection is routine, pre-rainy-season, post-storm, annual, or in response to a noted problem or complaint.
- **Exceptions noted** — Note any condition that requires correction or indicates a need for maintenance. Write ID code per potential inspection results
- **Comments and actions taken** — Describe any maintenance done and need for follow-up.

ATTACHMENT D - Stormwater BMP Inspection and Maintenance Log

Potential Inspection Results with Definitions

ID	Inspection Results	Definitions
I. All BMP Types		
1	No Visible/Apparent Problems	No visible or apparent problems with BMP function. BMP appears to be well-maintained.
2	Significant Engineering/Design Flaws	BMP observed to have significant engineering/design flaws which lessen its effectiveness as a stormwater treatment measure.
3	Unauthorized Modifications	Any modification that lessens the effectiveness of the BMP; any modification not authorized by the City, designated agency or other regulatory agency.
4	BMP Destroyed or Eliminated	BMP destroyed, removed or eliminated from property.
5	Trash/Debris Accumulation or Dumping	Trash & debris accumulates within and/or on BMP; trash & debris interferes with proper BMP function; visual evidence of trash/debris dumping.
6	Evidence of Contamination & Pollution	Evidence or presence of oil, gasoline, contaminants or other pollutants.
7	BMP Access Obstructed	Access to BMP obstructed or limited
8	Obnoxious Odors	Unpleasant odors within/from BMP
9	Fencing- Missing or Broken Bars	Any defect in or damage to the fence or gate that permits easy entry to a facility.
10	BMP Cannot Be Located	BMP cannot be located for the inspection
II. Biofiltration		
A. General		
11	Uneven or Clogged Flow Spreader	Flow spreader uneven or clogged so that flows are not uniformly distributed across the BMP.
12	Leaking or Malfunctioning Irrigation System	Irrigation system leaking or malfunctioning
B. Sediment and Erosion Problems		
13	Sediment Accumulation	Sediment depth exceeds 2 inches on more than 10% of the vegetated treatment area; or sediment interferes with BMP performance.
14	Erosion/Scouring	Eroded or scoured areas due to flow channelization, higher flows, wind or water.
C. Vegetation Maintenance Issues		
15	Poor Vegetation Coverage	Planted vegetation is sparse or bare or eroded patches occur in more than 10% of the BMP. Growth of planted vegetation is poor because sunlight does not reach swale.
16	Invasive/Nuisance Vegetation or Weeds	Planted vegetation is excessively tall; nuisance weeds, invasive or noxious vegetation are overgrown; vegetation reduces free movement of water through BMP.
17	Tree/Brush Growth	Growth does not allow maintenance access or interferes with maintenance activity
D. Drainage Problems		
18	Standing Water/Excessive Ponding/Soggy Soil	Water is observed within the BMP (between storms) and appears not to drain freely or soil is excessively soggy. Excessive ponding of water within vegetated swale or other BMP.
19	Mosquito Habitat	Suitable habitat exists for mosquito production (e.g., standing water for more than 72 hours in areas accessible to mosquitos).
20	Clogged or Obstructed Inlets/Outlets	Inlet/outlet clogged or obstructed with sediment and/or debris.
21	Constant Baseflow/Damage	Small quantities of water flow through the vegetated swale, even when it has been dry for weeks, and an eroded, muddy channel has formed in the swale bottom, constant baseflow from irrigation runoff.

Stormwater Control Measure Routine Maintenance Checklist

Property Address/Cross Streets: 308 Sango Court, Milpitas, CA

Property Owner: Pacific West Communities, Inc.

Date of Maintenance: _____ Responsible Party: _____

Phone No.: _____ Email: _____

General Site Housekeeping Checklist				
Task #	Maintenance Task Description	Recommended Frequency	Action Required (Y/N)*	Comments
1	Remove all trash and debris from common areas.	Weekly		
2	Empty trash and recycling receptacles located in common areas.	Weekly		
3	Maintain all common landscaping in accordance with an established landscape maintenance plan.	Weekly		
4	Prevent landscape maintenance debris from entering the storm drain system. Remove all debris from the site and dispose of properly.	Weekly		
5	Vacuum sweep all HOA maintained streets and parking areas.	Weekly		
6	Evaluate the irrigation system and repair any observed damage or leaks.	Monthly		
7	Re-vegetate bare areas or cover with mulch or other equivalent ground cover.	Monthly		
8	Evaluate common areas for evidence of illicit dumping or any spilled hazardous materials. Implement a clean-up and prevention plan.	Monthly		
9	Evaluate storm drain system. Remove debris and sediment from drain inlets. Confirm "No Dumping" stenciling is still visible; repaint as needed.	Monthly		
Additional Comments:				

**Mark "n/a" or leave blank if not applicable.*

Stormwater Control Measure Routine Maintenance Checklist

Property Address/Cross Streets: 308 Sango Court, Milpitas, CA

Property Owner: Pacific West Communities, Inc.

Date of Maintenance: _____ Responsible Party: _____

Phone No.: _____ Email: _____

Bioretention Basin/Bioswale Checklist				SCM ID:
Task #	Maintenance Task Description	Recommended Frequency	Action Required (Y/N)*	Comments
1	Maintain all landscaping in and around the basin. Prune and weed to keep basin neat and orderly in appearance. Replace any dead or dying plants.	Monthly		
2	Remove accumulated trash and debris from the basin and dispose of properly.	Monthly		
3	Evaluate the irrigation system and repair any observed damage or leaks.	Monthly		
4	Check mulch coverage. Replenish as needed to cover bare spots and maintain a 2 inch depth.	Monthly		
5	Evaluate basins for evidence of illicit dumping or any spilled hazardous materials. Implement a clean-up and prevention plan.	Monthly		
6	Inspect for standing water. If water remains for longer than 5 days, inspect further to determine the cause (e.g. clogged underdrain, blockage at outlet structure, biotreatment soil is clogged or overly compacted, etc.) and correct any problems.	Monthly, or as needed after storm events		
7	Inspect inlets, outlets, and overflow structures for damage and signs of blockage. Remove any accumulated sediment or debris. Ensure energy dissipation (e.g. splash pad, cobbles, etc.) is functioning adequately.	Twice a year by May 1 and September 15		
8	Examine side slopes for signs of erosion or rodent burrows. Repair slopes as needed and cover with mulch or other ground cover.	Twice a year by May 1 and September 15		
9	Remove accumulated sediment from the basin and regrade as needed. Minimize compaction of biotreatment soil.	Annually, or as needed		
Additional Comments: 				

**Mark "n/a" or leave blank if not applicable.*

Stormwater Control Measure Routine Maintenance Checklist

Property Address/Cross Streets: 308 Sango Court, Milpitas, CA

Property Owner: Pacific West Communities, Inc.

Date of Maintenance: _____ Responsible Party: _____

Phone No.: _____ Email: _____

Pervious Pavement Checklist				SCM ID:
Task #	Maintenance Task Description	Recommended Frequency	Action Required (Y/N)*	Comments
1	Check for sediment and debris accumulation. Prevent soil from washing or blowing onto the pavement. Do not store sand, soil, mulch, or other landscaping materials on pervious pavement surfaces.	Twice a year by May 1 and September 15		
2	Conduct preventative surface cleaning, using commercially available regenerative air or vacuum sweepers, to remove sediment and debris.	Twice a year by May 1 and September 15		
3	Inspect for any signs of pavement failure. Repair any surface deformations or broken pavers.	Twice a year by May 1 and September 15		
4	Check for standing water on the pavement surface within 30 minutes after a storm event.	Twice a year by May 1 and September 15		
5	Inspect underdrain outlets, preferably before the wet season. Remove trash/debris.	Twice a year by May 1 and September 15		
6	Remove weeds. Mow vegetation in grid pavements (such as turf block) as needed.	Annually, or as needed		
7	Perform vacuum sweeping and or reconstruction to restore surface permeability as needed. Replenish aggregate in paver joints or grids as needed after restorative sweeping.	Annually, or as needed		

Additional Comments:

**Mark "n/a" or leave blank if not applicable.*

Media Filter Inspection and Maintenance Checklist

Property Address/Cross Streets: 308 Sango Court, CA Property Owner: Pacific West Communities, Inc.

SCM No.: _____ Date of Inspection: _____ Inspection Type: Monthly Post-Wet Season (May 1)
Pre-Wet Season (Sept 15)

Inspector(s): _____ Phone No.: _____ Other: _____

Defect	Conditions When Maintenance is Needed	Maintenance Needed? (Y/N)	Comments (Describe maintenance completed and if needed maintenance was not conducted, note when it will be done.)	Results Expected When Maintenance is Performed
Sediment, trash and debris accumulation on filter	Sediment, trash and debris accumulated in the media filter unit, vault, or piping.			Sediment, trash and debris removed and disposed of properly
Standing Water	Treatment unit or vault does not drain within five days after rainfall			Source of clogging removed. Filter drains per design specifications
Mosquitoes	Evidence of mosquito larvae in treatment unit			No evidence of mosquito larvae
Miscellaneous	Any condition not covered above that needs attention in order for the Media Filter to function as designed.			Meets the design specifications

Pre-Assembled Manifold

In some areas the vaults can be provided with pre-installed manifold systems. Please contact your local ADS or BaySaver representatives for additional details.

Inspection and Maintenance

The BayFilter system requires periodic maintenance to continue operating at the design efficiency. The maintenance process is comprised of the removal and replacement of each BayFilter cartridge, vertical drain down module; and the cleaning of the vault or manhole with a vacuum truck.

The maintenance cycle of the BayFilter system will be driven mostly by the actual solids load on the filter. The system should be periodically monitored to be certain it is operating correctly. Since stormwater solids loads can be variable, it is possible that the maintenance cycle could be more or less than the projected duration.

BayFilter systems in volume-based applications are designed to treat the WQv in 24 to 48 hours initially. Late in the operational cycle of the BayFilter, the flow rate will diminish as a result of occlusion. When the drain down exceeds the regulated standard, maintenance should be performed.

When a BayFilter system is first installed, it is recommended that it be inspected every six (6) months. When the filter system exhibits flows below design levels the system should be maintained. Filter cartridge replacement should also be considered when sediment levels are at or above the level of the manifold system. Please contact the BaySaver Technologies Engineering Department for maintenance cycle estimations or assistance at **1.800.229.7283**.

Maintenance Procedures

1. Contact BaySaver Technologies for replacement filter cartridge pricing and availability at 1-800-229-7283.
2. Remove the manhole covers and open all access hatches.
3. Before entering the system make sure the air is safe per OSHA Standards or use a breathing apparatus. Use low O₂, high CO, or other applicable warning devices per regulatory requirements.
4. Using a vacuum truck remove any liquid and sediments that can be removed prior to entry.
5. Using a small lift or the boom of the vacuum truck, remove the used cartridges by lifting them out.
6. Any cartridges that cannot be readily lifted can be easily slid along the floor to a location



BayFilter System Cleanout



Vactor Truck Maintenance



Jet Vactoring Through Access Hatch

they can be lifted via a boom lift.

7. When all the cartridges have been removed, it is not practical to remove the balance of the solids and water. Loosen the stainless clamps on the Fernco couplings for the manifold and remove the drain pipes as well. Carefully cap the manifold and the Ferncos and rinse the floor, washing away the balance of any remaining collected solids.
8. Clean the manifold pipes, inspect, and reinstall.
9. Install the exchange cartridgess and close all covers.
10. The used cartridges may be sent back to BaySaver Technologies for recycling.

BayFilter Availability and Cost

BayFilter systems are available throughout the United States from BaySaver Technologies. Material, installation, and maintenance costs vary with location. For BayFilter pricing in your area, please contact BaySaver Technologies at 1-800-229-7283.

BayFilter cartridges and outlet components can be shipped anywhere in the world. Manholes and precast vaults are also supplied by BaySaver Technologies as part of a complete stormwater filtration system.

BayFilter Specifications

Products

- A. Internal components: all components including concrete structure(s), PVC manifold piping and filter cartridges, shall be provided by BaySaver Technologies 1-800-229-7283).
- B. PVC manifold piping: all internal PVC pipe and fittings shall meet ASTM D1785. Manifold piping shall be provided to the contractor pre-cut and/or pre-assembled. Minor field modifications may be necessary.
- C. Filter cartridges: external shell of the filter cartridges shall be substantially constructed of polyethylene or equivalent material acceptable to the manufacturer. Filtration media shall be arranged in a spiral layered fashion to maximize available filtration area. An orifice flow control (i.e. flow disk) shall be supplied with each cartridge to restrict the flow rate to a maximum of 45 gpm (170 l/min).
- D. Filter media: filter media shall be a proprietary mix produced by BaySaver Technologies and may consist of the following materials: zeolite, perlite, and activated alumina and/or other materials required to meet the project pollutant removal requirements.



Manifold Tee View of a Cleaned System



Cartridge Hoist Point



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Adopt a Resolution to Supersede Resolution 9145 to Update City Event Celebration Flags and/or other Commemorative Flags at Cesar Chavez Plaza (Staff Contact: Renee Lorentzen, Director of Recreation and Community Services, 408-586-3409)
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	3/19/2024
Recommendation:	Adopt a resolution to supersede Resolution No. 9145 updating City Event Celebration Flags and/or other Commemorative Flags at Cesar Chavez Plaza.

BACKGROUND:

Pursuant to Milpitas Municipal Code Section I-600-2.30(3), the City Council may, by resolution, direct City staff to display Commemorative Flags as an expression of the City's official sentiments by any of the following means: (i) display in lieu of the MIA/POW flag on one of the four City Hall Display Flag Poles located at the rear of City Hall adjacent to the pond, (ii) display in lieu of the flag of the State of California on one of the three flag poles located at Cesar Chavez Plaza, or (iii) display through ground level ceremonies at any of the following locations at the Civic Center complex or the City of Milpitas Community Center:

- (1) City Hall Rotunda
- (2) Area adjacent to pond at City Hall
- (3) Cesar Chavez Plaza
- (4) City Council Chambers

On September 7, 2021, May 3, 2022, June 21, 2022, May 16, 2023, the City Council adopted Resolutions directing staff to annually fly the City Event Celebration Flags and/or other Commemorative Flags for various upcoming Recreation and Community Services events in connection with and during periods (up to 30 days) of recognition for the following commemorative events:

Flag Raising	Dates flag flown	Council Approval Date
Black History Month	February 1 to 28	September 7, 2021
Cesar Chavez Birthday	March 31	September 7, 2021
Vietnamese Heritage Day	April 30	September 7, 2021
Asian American and Pacific Islander Heritage Month	May 1 to May 31	May 16, 2023
Public Safety Appreciation Day	May 15	September 7, 2021
Eritrea Independence Day	May 24	September 7, 2021
LGBTQ Pride Celebration	June 1 – June 30	September 7, 2021
Philippine Independence Day	June 12	September 7, 2021
Juneteenth	June 19	September 7, 2021
India Independence Day	August 15	June 21, 2022
Hispanic Heritage	September 15- October 15	September 7, 2021
Mexican Independence Day	September 16	May 3, 2022
Filipino American History Month	October 1- October 31	September 7, 2021
Native American Heritage and Culture Month	November 1- November 30	September 7, 2021

ANALYSIS:

The City of Milpitas flies City Event Celebration Flags and/or other Commemorative Flags for various upcoming Recreation and Community Services events in connection with and during periods (up to 30 days) in the Cesar Chavez Plaza. In the Adopted Fiscal Year 2023-2024 Budget and Financial Plan, the Mayor and City Council funded a new city-sponsored event for Black April, which is a day to reflect upon the fall of Saigon and of South Vietnam, which took place April 30, 1975. In alignment with the newly funded City event and after receiving community feedback on the schedule of flags, staff is bringing forward for Council consideration an amendment to the resolution to reflect the change of Flag Raising “Vietnamese Heritage Day” to “Black April,” and direct staff to fly the Commemorative Flag of Black April on April 1 – April 30, establishing flag dates, with the flag at half-staff on April 30.

Staff is recommending updating the flag schedule as follows:

Flag Raising	Dates flag flown	Council Approval Date
Black History Month	February 1 to 28	September 7, 2021
Cesar Chavez Birthday	March 31	September 7, 2021
Black April	April 1- April 30	<i>Pending Approval</i>
Asian American and Pacific Islander Heritage Month	May 1 to May 31	May 16, 2023
Public Safety Appreciation Day	May 15	September 7, 2021
Eritrea Independence Day	May 24	September 7, 2021
LGBTQ Pride Celebration	June 1 – June 30	September 7, 2021
Philippine Independence Day	June 12	September 7, 2021
Juneteenth	June 19	September 7, 2021
India Independence Day	August 15	June 21, 2022
Hispanic Heritage	September 15- October 15	September 7, 2021
Mexican Independence Day	September 16	May 3, 2022
Filipino American History Month	October 1- October 31	September 7, 2021
Native American Heritage and Culture Month	November 1- November 30	September 7, 2021

FISCAL IMPACT:

None.

California Environmental Quality Act (CEQA):

By the definition provided in the California Environmental Quality Act (CEQA) Guidelines Section 15378, this action does not qualify as a “project” for the purpose of CEQA.

RECOMMENDATION:

Adopt a resolution to supersede Resolution 9145 to update the City Event Celebration Flags and/or other Commemorative Flags at Cesar Chavez Plaza.

Attachment(s):

Draft Resolution

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS DIRECTING
STAFF TO FLY COMMEMORATIVE FLAGS AT CESAR CHAVEZ PLAZA FOR CITY-
SPONSORED EVENTS**

WHEREAS, on December 18, 2018, the City Council (the "City Council") of the City of Milpitas Adopted Ordinance No. 260.2 relating to the display of flags on City-owned property; and

WHEREAS, on May 16, 2023, the City Council (the "City Council") of the City of Milpitas Adopted Resolution No. 9145 relating to the display of flags on City-owned property; and

WHEREAS, the City Council (the "City Council") of the City of Milpitas intends this resolution to supersede Resolution No. 9145 relating to the display of flags on City-owned property; and

WHEREAS, pursuant to Milpitas Municipal Code Section I-600-2.30(3), the City Council may, by resolution, direct City staff to display Commemorative Flags as an expression of the City's official sentiments by any of the following means: (i) display in lieu of the MIA/POW flag on one of the four City Hall Display Flag Poles located at the rear of City Hall adjacent to the pond, (ii) display in lieu of the flag of the State of California on one of the three flag poles located at Cesar Chavez Plaza, or (iii) display through ground level ceremonies at any of the following locations at the Civic Center complex or the City of Milpitas Community Center:

- (1) City Hall Rotunda
- (2) Area adjacent to pond at City Hall
- (3) Cesar Chavez Plaza
- (4) City Council Chambers; and

WHEREAS, the City of Milpitas sponsors commemorative events, ceremonies and holidays annually in Cesar Chavez Plaza; and

WHEREAS, the City intends to fly certain Commemorative Flags in Cesar Chavez Plaza as part of the sponsored events, ceremonies and holidays, for certain periods; and

WHEREAS, in accordance with the Milpitas Municipal Code, the Commemorative Flags shall be displayed for a period that is reasonable or customary for the subject that is to be commemorated, but no longer than 30 days; and

WHEREAS, the periods of Commemorative Flags as approved by this Resolution may occur concurrently; and

WHEREAS, during such instance, multiple Commemorative Flags, but no more than three flags, may be raised on a flagpole from the top to the bottom in chronological descending order for the period approved in this Resolution.

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. Pursuant to Milpitas Municipal Code Section I-600-2.30(3), the City Council hereby directs staff to fly the following Commemorative Flags in lieu of the flag of the State of California at Cesar

Chavez Plaza on the following dates and date ranges, after which staff shall resume flying the flag of the State of California unless the City Council directs otherwise by further resolution:

- Black History Month - February 1 - 28,
 - Cesar Chavez Birthday - March 31,
 - Black April - April 1 – 30 (half-staff),
 - Asian and Pacific Islander Heritage Month - May 1 - 31,
 - Public Safety Appreciation Day - May 15,
 - Eritrea Independence Day - May 24,
 - LGBTQ Pride Celebration - June 1 - 30,
 - Philippine Independence Day - June 12,
 - Juneteenth - June 19,
 - Hispanic Heritage - September 15 - October 15,
 - Mexican Independence Day - September 16,
 - Filipino American History Month - October 1 - October 31,
 - Native American Heritage and Culture Month- November 1 - 30.
3. During any instance where multiple Commemorative Flags are directed to be flown during the same time period, no more than three flags may be raised on a flagpole from the top to the bottom in chronological descending order for the period approved in this Resolution.
4. The City Manager or their designee, may approve an additional or alternate date to fly an approved flag, if that date is requested by organizers of events for a previously City Council approved flag raising and does not conflict with another Council approved flag raising. In accordance with the Municipal Code, a Commemorative Flag will be displayed for a period that is reasonable or customary for the subject that is to be commemorated, but no longer than 30 continuous days.

PASSED AND ADOPTED this ____ day of April, 2024 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:	Conduct a Public Hearing on the Request for a Bingo License for St. John the Baptist Catholic Church to Hold a Regular Bingo Game on Church Grounds (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)
Category:	Public Hearings-Leadership and Support Services
Meeting Date:	3/19/2024
Recommendation:	Conduct a public hearing and consider approval of a Bingo License for St. John the Baptist Catholic Church to hold a regular bingo game on church grounds.

BACKGROUND:

On January 26, 2024, the City Clerk's Office received an application from St. John the Baptist Catholic Church, seeking a bingo license to conduct regular bingo games on the premises of the church.

St. John the Baptist Catholic Church was previously granted approval for a bingo license by the City Council on April 21, 2009. This license was renewed annually in accordance with the provisions outlined in the Milpitas Municipal Code until the year 2020. However, operations of the bingo game were halted by the Church due to the COVID-19 pandemic, resulting in the non-renewal of the license.

To resume bingo games, St. John the Baptist Catholic Church was required to submit a new application to the City Clerk's Office. Additionally, the Church must undergo a public hearing before the City Council as per regulatory requirements.

ANALYSIS:

The regulation of bingo games within the City of Milpitas is governed by Title III Chapter 7 of the Milpitas Municipal Code. This chapter delineates the local requirements pertaining to the conduct of bingo games, including the application process and the mandate for public hearings for bingo license applicants. Milpitas Municipal Code Section III-7-13.00 stipulates that the aggregate value of prizes dispensed during any bingo game conducted by licensees must not surpass \$500 for each individual game. Such prizes may be awarded in various forms, including checks, cash, electronic deposits, or in-kind offerings. Notably, within Milpitas, only one bingo license has been currently issued, allocated to Milpitas Charity Bingo.

The application submitted by St. John the Baptist Catholic Church outlines their proposal to organize a weekly bingo game to be held on Mondays from 6:00 PM to 10:00 PM, commencing in April. The intended venue for these games is the church grounds, situated at 279 S. Main Street.

After receipt of the application, it underwent review by pertinent City department staff. Approval from requisite City department heads was obtained, culminating in their recommendation for the approval of the bingo license by the City Council. These endorsements have been duly documented and are included with the agenda packet materials.

In adherence to regulatory protocols, the public hearing pertinent to this application was duly advertised in the local newspaper on March 8, 2024.

POLICY ALTERNATIVE(S):

Alternative 1: Reject and deny the bingo license for St. John the Baptist Catholic Church.

Pros: None.

Cons: Denial of the license would deny community members the opportunity to play bingo at their chosen venue.

Reason for Not Recommending: The applicant fulfills all requirements, showcases community support, and therefore, should be granted permission.

FISCAL IMPACT:

Approval of the bingo license by the City of Milpitas is expected to generate \$50 annually for the General Fund. If the security procedures and plan as approved by the Milpitas Police Department are strictly adhered to, there is no anticipated impact on the Milpitas Police or other city departments.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

This application is exempt per CEQA Sections 15301 and 15183

RECOMMENDATION:

Conduct a public hearing and consider approval of a Bingo License for St. John the Baptist Catholic Church to hold a regular bingo game on church grounds.

ATTACHMENT(S):

Bingo License Application



CITY OF MILPITAS
455 E. CALAVERAS BLVD.
MILPITAS, CA 95035

City Clerk's Office

JAN 26 2024

RECEIVED

BINGO GAME APPLICATION – AFFIDAVIT
(Ordinance No. 198)

A license must be obtained from the City Council, as required by Ordinance No. 198, before any Bingo game is conducted. (A copy of the Ordinance can be obtained at City Hall.) Fill in the information below and return it to the City Clerk along with the \$10.00 application fee.

TYPE of LICENSE APPLYING FOR:



Regular License



Limited License

St. John the Baptist
Name of Organization

279 S. Main Street, Milpitas, CA
Address 95035

Phone Number/s

Email address

Names, Signatures, and Address of all Offices of the Organization (attach separate sheet if necessary):

Printed/Typed Name

Signature

Street Address

- Rizalina H. Santoro Rizalina H. Santoro

- LANH TRAN-TU

Lanh

- BINH XUAN NGUYEN

Binh

- Claire Lobgoc (Clarita)

Days and Hours of operation of Bingo games:Monday 6-10 pm

Attach copies of certificate or letters evidencing exempt status under Sections 23701-a, 23701-b, 23701-d, 23701-e, 23701-f, and 23701-l of the California Revenue and Taxation Code received from the Franchise Tax Board (if other than Mobile Home Park Association or Senior Citizens Organization).

Address of premises where Bingo games will be conducted:279 South Main Street, Milpitas, CA 95035**Statement of ownership or lease of premises:**See the attachment from the diocese of San Jose (1)**Statement of ownership of Bingo equipment used in the operation of the Bingo games:**See the attachment from the St. John the Baptist
business manager (2)**Statement of consent for Chief of Police to inspect bank accounts:**

I, Rizalina H. Santoro, a duly authorized officer at
(Print Name)

Monday Night Bingo, hereby
(Name of Organization)

consent to the inspection by the Chief of Police of any bank accounts
containing profits derived from Bingo games conducted by said organization.

1.22.24
Date

Rizalina H. Santoro (3)
Signature
attached as the 2019 bingo income
expenses report

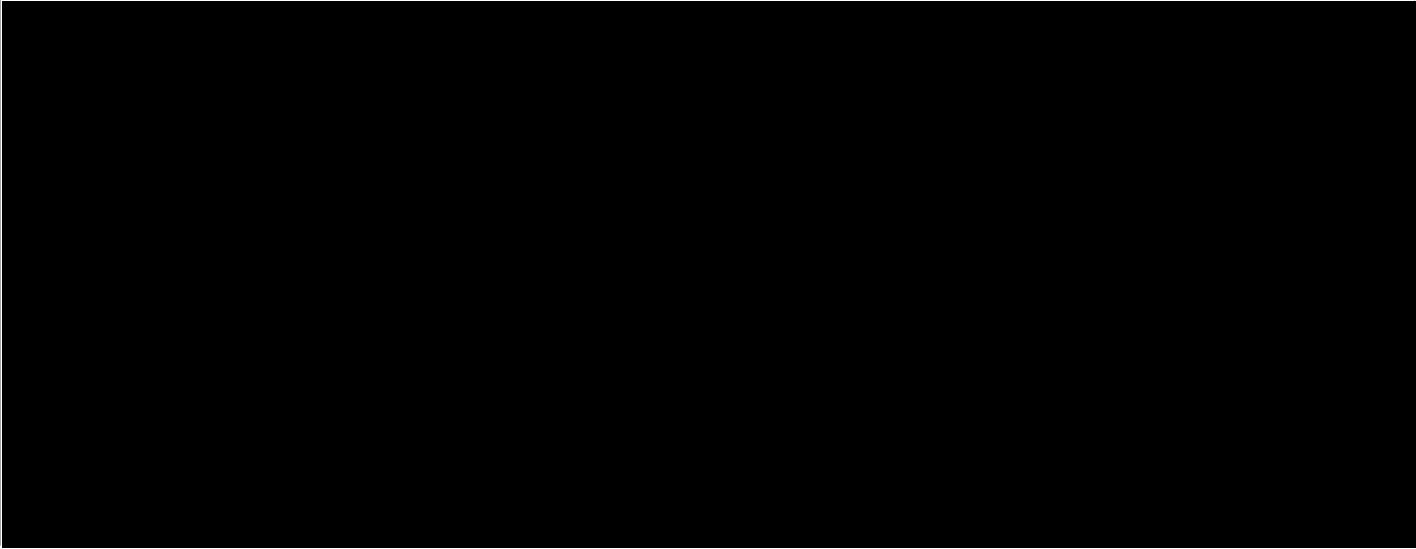
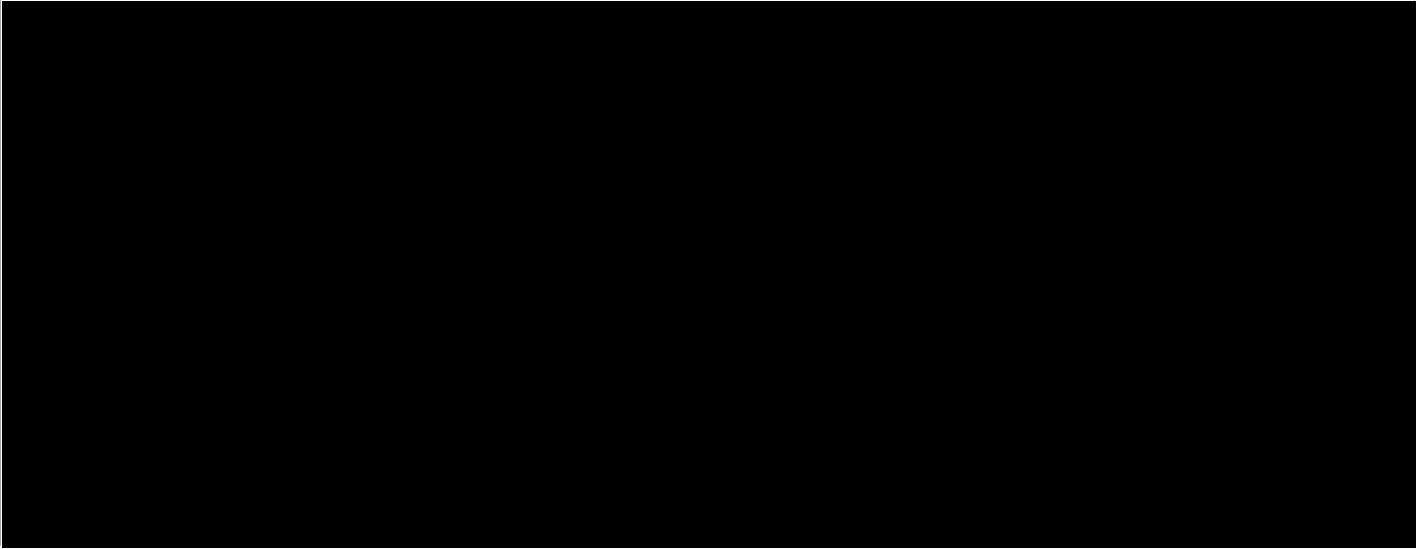
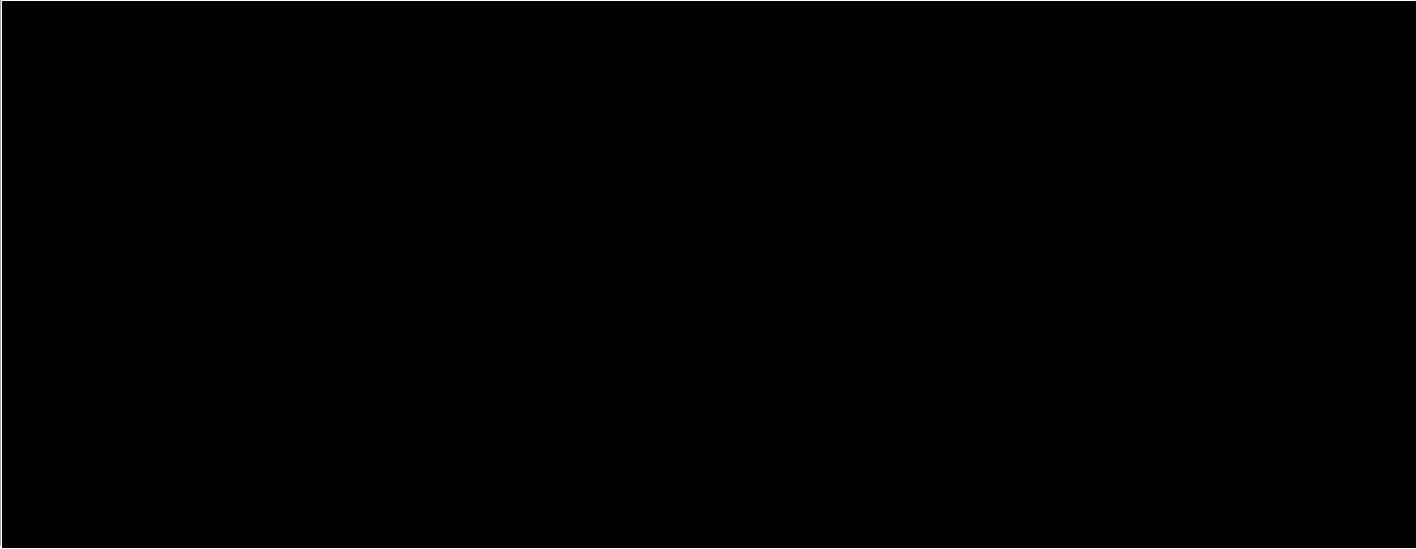
Person responsible for the operation of the Bingo games:

Rizalina H. Santoro
Full Name (First, Middle, Last)

Over Age 21 (Yes/No)? Yes

[Redacted]
Permanent Address Phone Number(s)

St. John the Baptist Catholic Parish
Bingo Operators and Assistants
January 29, 2024

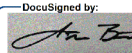
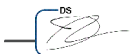
Full Name	Home Address	Email Address	Contact Number	Over 21
Arlene Ang				Yes
Rowena Arriaga				Yes
Craig Cerbasi				Yes
Lucy Gallien				Yes
Martin Gatdula				Yes
Gerard Lobbyoc				Yes
Alex Noguera				Yes
Victoria Pasalo				Yes
Joseph Ruggiero				Yes

All other persons operating or assisting in the operation of the Bingo games:

<u>Full Name</u> (Print or Type)	<u>Over</u> <u>21</u>	<u>Address</u>	<u>Phone No</u>	<u>Email Address</u>

Please attach a statement of any other information you feel appropriate to this application.

For Office Use Only

<u>APPROVED</u>	<u>DEPARTMENT</u>	<u>BY (Name & Phone Ext.)</u>	<u>DATE</u>
	<u>Building</u>	DocuSigned by: <u>Bill Tott</u> Phone 3263ext	<u>2/8/2024</u>
	<u>City Manager</u>	DocuSigned by: <u>Ned Thomas</u> 3059	<u>2/27/2024</u>
	<u>Engineering</u>		
	<u>Finance</u>		
	<u>Fire Marshal</u>	DocuSigned by:  Phone ext.	<u>2/8/2024</u>
	<u>Planning</u>	DocuSigned by: <u>Jay Lee</u> 3077	<u>2/27/2024</u>
	<u>Police</u>	DocuSigned by:  2402	<u>2/27/2024</u>

License Approved by City Council: _____

Date: _____

License Denied: _____

Date: _____

Internal Revenue Service
P.O. Box 2508
Cincinnati, OH 45201

Department of the Treasury

Date: September 1, 2021

Person to Contact:

R. Meyer ID# 0110429

Toll Free Telephone Number:

877-829-5500

United States Conference of Catholic
Bishops
3211 4th Street, NE
Washington, DC 20017-1194

Group Exemption Number:

0928

Dear Sir/Madam:

This responds to your July 29, 2021, request for information regarding the status of your group tax exemption.

Our records indicate that you were issued a determination letter in March 1946, that you are currently exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, and are not a private foundation within the meaning of section 509(a) of the Code because you are described in sections 509(a)(1) and 170(b)(1)(A)(i).

With your request, you provided a copy of the *Official Catholic Directory for 2021*, which includes the names and addresses of the agencies and instrumentalities and the educational, charitable, and religious institutions operated by the Roman Catholic Church in the United States, its territories, and possessions that are subordinate organizations under your group tax exemption. Your request indicated that each subordinate organization is a non-profit organization, that no part of the net earnings thereof inures to the benefit of any individual, and that no substantial part of their activities is for promotion of legislation. You have further represented that none of your subordinate organizations is a private foundation under section 509(a), although all subordinates do not all share the same sub-classification under section 509(a). Based on your representations, the subordinate organizations in the *Official Catholic Directory for 2021* are recognized as exempt under section 501(c)(3) of the Code under GEN 0928.

Donors may deduct contributions to you and your subordinate organizations as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to them or for their use are deductible for federal estate and gifts tax purposes if they meet the applicable provisions of section 2055, 2106, and 2522 of the Code.

Subordinate organizations under a group exemption do not receive individual exemption letters. Subordinate organizations are not listed in Tax Exempt Organization Search (Pub 78 data), and many are not listed in the Exempt Organizations Business Master

File extract, or EO BMF. Donors may verify that a subordinate organization is included in your group exemption by consulting the *Official Catholic Directory*, the official subordinate listing approved by you, or by contacting you directly. IRS does not verify the inclusion of subordinate organizations under your group exemption. See IRS Publication 4573, *Group Exemption*, for additional information about group exemptions.

Each subordinate organization covered in a group exemption should have its own EIN. Each subordinate organization must use its own EIN, not the EIN of the central organization, in all filings with IRS.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

A handwritten signature in black ink that reads "Stephen A. Martin". The signature is written in a cursive, flowing style.

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

CATHOLIC CHURCH IN THE U.S.

1305

SAN JOSE IN CALIFORNIA (SJ)

SJSU Catholic Newman Center, 300 S. 10th St., 95112. T: 408-283-8100, Ext. 2219; Joseph.Benedict@dsj.org. Rev. Joseph M. Benedict, S.T.D., Dir.

Stoney Pine Charities Housing Corporation, 1400 Parkmoor Ave., Ste. 190, 95126. T: 408-550-8300; F: 408-550-8339; info@charitieshousing.org; www.charitieshousing.org. Dan Wu, Exec. Dir.

Sunset Charities Housing Corporation, 1400 Parkmoor Ave., Ste. 190, 95126. T: 408-550-8300; F: 408-550-8339; info@charitieshousing.org; www.charitieshousing.org. Dan Wu, Exec. Dir.

Vietnamese Catholic Center, 2849 S. White Rd., 95148. josephnguyen.vanthu@dsj.org; www.dsja.org. Rev. Joseph N. Vanthu, Dir., (Retired).

Vietnamese Youth and Culture Association, 1103 Maxey Ct., 95132. T: 408-926-4665; freephong@gmail.com; www.lasan.org. Bros. Fortunat Phong, F.S.C., Dir.; Valery Nguyen Van An, F.S.C.; Coasmas Vu Van Tuan, F.S.C. Brothers of the Christian Schools (San Francisco Prov.). Students 100.

CUPERTINO. **St. Joseph Cupertino Retirement Residence**, 10130 N. DeAnza Blvd., Cupertino, 95014. T: 408-257-1022; F: 408-257-3272; michuel.mitchell@dsj.org. Rev. Magr. Michael J. Mitchell, Dir., (Retired).

EAST PALO ALTO. **Rosalie Rendu Inc.**, 2345 Pulgas Ave., East Palo Alto, 94303-1320. T: 650-473-9522; T: 650-949-8888; F: 650-949-8864; jday@doc1633.org. Mailing Address: 26000 Altamont Rd., Los Altos Hills, 94022. Sr. Julie Kubasak, D.C., CEO.

LOS ALTOS. **Jesuit Institute for Family Life**, 300 Manresa Way, Los Altos, 94022. T: 650-948-4854; F: 650-948-0640; rfbing@jesuit.org; www.cretiro.org. Rev. Robert J. Faling, S.J., Dir.

LOS ALTOS HILLS. **Daughters of Charity Ministry Services Corporation**, 26000 Altamont Rd., Los Altos Hills, 94022-4317. T: 650-949-8868; F: 650-949-8864; jday@doc1633.org. Sr. Julie Kubasak, D.C., Pres.

Ministry Services of the Daughters of Charity of St. Vincent de Paul, 26000 Altamont Rd., Los Altos Hills, 94022. T: 650-949-8868; jday@doc1633.org. Sr. Julie Kubasak, D.C., Pres.

Vincemtion Marian Youth, 26000 Altamont Rd., Los Altos Hills, 94022. T: 650-941-4490; F: 650-949-8883; jday@doc1633.org. Sr. Julie Kubasak, D.C., Visitatrix.

LOS GATOS. **California Jesuit Missionaries**, P.O. Box 519, Los Gatos, 95031-0519. T: 408-884-1612; F: 408-884-1601; uwetreasurer@jesuits.org; www.jesuitswest.org. Rev. Theodore Gabrielli, S.J., Dir.

Jesuit Seminary Association, P.O. Box 519, Los Gatos, 95031-0519. T: 408-884-1600; F: 408-884-1621; uwetreasurer@jesuits.org; www.jesuitswest.org. Rev. Edward S. Fassett, S.J., Treas.

USA West Province, Society of Jesus Irrevocable Aged-Infirm Fund Charitable Trust, P.O. Box 519, Los Gatos, 95031-0519. T: 408-884-1600; F: 408-884-1601; UWETreasurer@jesuits.org. Very Rev. Scott Santarosa, S.J., Prov.

USA West Province, Society of Jesus Irrevocable Apostolic Fund Charitable Trust, P.O. Box 519, Los Gatos, 95031-0519. T: 408-884-1600; F: 408-884-1601; uwetreasurer@jesuits.org. Very Rev. Scott Santarosa, S.J., Trustee.

USA West Province, Society of Jesus Irrevocable

Formation Fund Charitable Trust, P.O. Box 519, Los Gatos, 95031-0519. T: 408-884-1600; F: 408-884-1601; uwetreasurer@jesuits.org. Very Rev. Scott Santarosa, S.J., Prov.

USA West Province, Society of Jesus Irrevocable Foundations Fund Charitable Trust, P.O. Box 519, Los Gatos, 95031-0519. T: 408-884-1600; F: 408-884-1601; uwetreasurer@jesuits.org. Very Rev. Scott Santarosa, S.J., Prov.

MENLO PARK. **Roman Catholic Communications Corporation dba Catholic Telemedia Network**, 324 Middlefield Rd., Menlo Park, 94025. T: 650-326-7850; F: 650-326-4605; ronald@cttna.org. Most Reverend Oscar Cantu, S.T.D., Chm.; Most Rev. Michael C. Barber, S.J., Vice Chm.; Ronald J. Lacombe, Exec. Dir.

Roman Catholic Communications Corporation of the Bay Area.

MORGAN HILL. **Serra International Region 11, District 31**, 1282 Shasta Ave., 95126. T: 831-227-9134; dianasexias@aol.com. Diana Seixas, Dist. 31 Gov.

MOUNTAIN VIEW. **Holy Trinity Community North America - Silicon Valley Region**, 4216 Silver Water Way, Sacramento, 95742. T: 408-833-5044; erick.yo@gmail.com; htrca.org. 5010 Birkdale Way, 95138. Paulus Usong, Exec.

Villa Siena Foundation, 1855 Miramonte Ave., Mountain View, 94040. T: 650-961-6484; F: 650-961-6254; foundation@villa-siena.org; villa-siena.org. Mrs. Corine Bernard, Exec. Dir.

SANTA CLARA. **Catholic Professionals**, P.O. Box 6346, 95150. T: 408-491-9229; sjcathpro@aol.com; sjcatholicprofessionals.com. Rev. Magr. John Sandersonfeld, (Retired); Mawuko Nyiradzi, Pres.

IVE West Coast Trust, 2800 Mission College Blvd., Santa Clara, 95054. T: 408-988-4585; brian.dinkel@dsj.org. Rev. Brian Dinkel, I.V.E., Contact Person.

Jesuit Volunteer Corps, 500 El Camino Real, Santa Clara, 95050. T: 408-241-4200; F: 408-241-4201; lstrubeck@jesuitvolunteers.org; www.jesuitvolunteers.org. Ms. Laura Strubek, Admin.

Saint Joseph Academy (Homeschool Cooperative), 2800 Mission College Blvd., Santa Clara, 95054. T: 650-716-7704; st.josephacademy@servidoras.org. Sr. Angeles Garcia, Prin. Students 24.

The Roman Catholic Welfare Corporation of San Jose, 1150 N. First St., Ste. 100, 95112. hao.dinh@dsj.org. Very Rev. Hao Dinh, V.G., Contact Person.

Theological Studies, Inc., Kenna Hall 323, 500 El Camino Real, Santa Clara, 95053. T: 408-554-4542; treditore@csu.edu; www.theologicalstudies.net. Rev. Paul G. Crowley, S.J., Editor; Ms. April Flowers, Business Mgr.

STANFORD. **Saint Francis Xavier Lay Missionary Society**, P.O. Box 20211, Stanford, 94309-0211.

RELIGIOUS INSTITUTES OF MEN REPRESENTED IN THE DIOCESE

For further details refer to the corresponding bracketed number in the Religious Institutes of Men or Women section.

[0330]—**Brothers of the Christian Schools**—F.S.C.

[1]—**Congregation of the Mission - Vincentians**—C.M.

[0260]—**Discalced Carmelite Friars**—O.C.D.

[1]—**Franciscan Friars Province of Most Holy Redeemer (Crutina)**—O.F.M.

[0305]—**Institute of Christ the King Sovereign Priest**.

[0685]—**Institute of Incarnate Word (Argentini)**—I.V.E.

[0690]—**Jesuit Fathers and Brothers (Society of Jesus) (Jesuits West Prov.)**—S.J.

[1]—**Legionaries of Christ**—L.C.

[0760]—**Marianists (Society of Mary)**—S.M.

[0800]—**Maryknoll (Catholic Foreign Mission Society of America, Inc.)**—M.M.

[1210]—**Missionaries of St. Charles - Scalabriniana (Province of St. John Baptist)**—C.S.

[0430]—**Order of Preachers (Province of the Most Holy Name of Jesus-Western Dominican Province)**—O.P.

[1260]—**Society of Christ (Society of Christ for Polonia)**—S.Ch.

RELIGIOUS INSTITUTES OF WOMEN REPRESENTED IN THE DIOCESE

[1]—**Blessed Virgin Missionaries of Carmel**—B.V.M.C.

[1]—**Caritas Sisters of Jesus**—C.S.J.

[0200]—**Community of the Holy Spirit**—C.H.S.

[1]—**Congregation of the Augustinian Recollects**—A.R.

[1070-12]—**Congregation of the Queen of the Holy Rosary (Dominican Sisters)**—O.P.

[0760]—**Daughters of Charity of St. Vincent de Paul**—D.C.

[0420]—**Discalced Carmelite Nuns**—O.C.D.

[1070-25]—**Dominican Sisters of St. Catherine of Siena**.

[1]—**Dominican Sisters of St. Rose of Lima**—O.P.

[1]—**Eucharistic Missionaries of the Most Holy Trinity (Mexico)**—M.E.S.S.T.

[1270]—**Franciscan Hospitaller Sisters of the Immaculate Conception**—F.H.I.C.

[3625]—**Institute of the Servants of the Lord and the Virgin of Malara**—S.S.V.M.

[1]—**LaSalle Sisters (Vietnam)**—L.S.

[2470]—**Maryknoll Sisters of St. Dominic**—M.M.

[2690]—**Missionary Catechists of Divine Providence**—M.C.D.P.

[3760]—**Order of St. Clare (Immaculate Heart Monastery of Poor Clares)**—P.C.C.

[1]—**Qui Nham Missionary Sisters of the Holy Cross (Vietnam)**—L.H.C.

[2970]—**School Sisters of Notre Dame**—S.S.N.D.

[0430]—**Sisters of Charity of the Blessed Virgin Mary**—B.V.M.

[0990]—**Sisters of Divine Providence**—C.D.P.

[2570]—**Sisters of Mercy of the Americas (Regional Community of Burlingame)**—R.S.M.

[3000]—**Sisters of Notre Dame de Namur**—S.N.D.deN.

[3840]—**Sisters of St. Joseph of Carondelet (Province of Los Angeles)**—C.S.J.

[1990]—**Sisters of the Holy Names of Jesus and Mary (California Province)**—S.N.J.M.

[3320]—**Sisters of the Presentation of the Blessed Virgin Mary**—P.B.V.M.

DIOCESAN CEMETERIES AND MAUSOLEUMS

SAN JOSE. **Calvary Catholic Cemetery**, 2650 Madden Ave., 95116. T: 408-258-2940; F: 833-428-3733; cemeteryinfo@dsj.org; www.cdsj.org. Heather Gloster, Dir. (Santa Clara Co.).

LOS ALTOS. **Gate of Heaven**, 22555 Crista Rey Dr., Los Altos, 94024. T: 650-428-3730; F: 650-428-3733; cemeteryinfo@cdsaj.org; www.cdsaj.org. Heather Gloster, Dir.

NECROLOGY

† Milani, Joseph J., (Retired), Died Jul. 18, 2020
† Pegnum, William, (Retired), Died Jul. 6, 2020
† Traverso, Leonard, (Retired), Died Aug. 7, 2020

An asterisk (*) denotes an organization that has established tax-exempt status directly with the IRS and is not covered by the USCCB Group Ruling.



STATE OF CALIFORNIA
FRANCHISE TAX BOARD
PO BOX 1286
RANCHO CORDOVA CA 95741-1286

In reply refer to
755:G :TMG

April 4, 2011

THE ROMAN CATHOLIC BISHOP OF SAN JOSE
JOHN HOFFMAN
1150 N 1ST ST STE 100
SAN JOSE CA 95112-4966

Purpose : CHURCH
Code Section : 23701d
Form of Organization : Corporation
Accounting Period Ending: June 30
Organization Number : 1020871

EXEMPT DETERMINATION LETTER

This letter confirms your previous exemption from state franchise and income tax under Section 23701d, Revenue and Taxation Code. In confirming your exempt status, we have made no examination of your current activities. If the organization has changed its operation, character, or purpose since exemption was originally granted, that change must be reported immediately to this office.

The tax-exempt status is effective as of 03/20/1981.

To retain exempt status, organizations are required to be organized and operating for nonprofit purposes within the provisions of the above section. An inactive organization is not entitled to exemption.

For filing requirements get, FTB Pub. 1068, Exempt Organizations - Filing Requirements and Filing Fees. Go to ftb.ca.gov and search for 1068.

Note: This exemption is for state franchise or income tax purposes only.

T GSELL
EXEMPT ORGANIZATIONS
BUSINESS ENTITIES SECTION
TELEPHONE (916) 845-4171
FAX NUMBER (916) 843-1017

RTF:

St. John the Baptist Catholic Parish

279 S. Main Street, Milpitas, California 95035-5315

October 26, 2022

To whom it may concern,

The BINGO equipment used for St. John the Baptist Catholic Parish is owned by St. John the Baptist Catholic Parish. There is nothing owed to any person or company for the equipment used by St. John the Baptist Catholic Parish BINGO.

Regards,



Anne McIntosh

Business Manager

St. John the Baptist Parish

(408)262-8110

1299

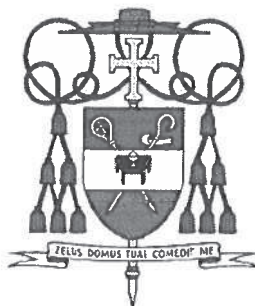
Diocese of San Jose in California

(*Diocesis Sancti Iosephi in California*)

Most Reverend

OSCAR CANTU, S.T.D.

Bishop of San Jose; ordained May 21, 1994; appointed Auxiliary Bishop of San Antonio and Titular Bishop of Dardano June 2, 2008; appointed Bishop of Las Cruces February 28, 2013; appointed Coadjutor Bishop of San Jose July 11, 2018; Succeeded to See May 1, 2019.



Diocese of San Jose: 1150 N. First St., Ste. 100, San Jose, CA 95112. T: 408-983-0100; F: 408-983-0295.

www.dsj.org

chancellor@dsj.org

Most Reverend

PATRICK J. MCGRATH, D.D., J.C.D.

Bishop Emeritus of San Jose; ordained June 7, 1970; appointed Auxiliary Bishop of San Francisco and Titular Bishop of Allegheny December 6, 1988; Episcopal ordination January 25, 1989; appointed Coadjutor Bishop of San Jose June 29, 1998; succeeded to See November 27, 1999; retired May 1, 2019.

ESTABLISHED JANUARY 27, 1981.

Square Miles 1,300.

The Diocese of San Jose comprises the County of Santa Clara in the State of California.

Patrons of the Diocese of San Jose: St. Joseph, Husband of Mary, March 19; St. Clare of Assisi, August 11.

Legal Title: The Roman Catholic Bishop of San Jose, a Corporation Sole.

For legal titles of parishes and diocesan institutions, consult the Chancery Office.

STATISTICAL OVERVIEW

Personnel

Bishop	1
Retired Bishops	1
Priests: Diocesan Active in Diocese	86
Priests: Diocesan Active Outside Diocese	1
Priests: Retired, Sick or Absent	65
Number of Diocesan Priests	152
Religious Priests in Diocese	171
Total Priests in Diocese	323
Extern Priests in Diocese	30
Ordinations:	
Diocesan Priests	3
Transitional Deacons	1
Permanent Deacons in Diocese	38
Total Brothers	26
Total Sisters	238
Parishes	
Parishes	49
With Resident Pastor:	
Resident Diocesan Priests	44
Resident Religious Priests	4
Without Resident Pastor:	
Administered by Priests	1
Missions	3
Pastoral Centers	2

Professional Ministry Personnel:

Brothers	1
Sisters	40
Lay Ministers	129
Welfare	
Homes for the Aged	1
Total Assisted	150
Special Centers for Social Services	1
Total Assisted	40,000
Educational	
Diocesan Students in Other Seminaries	8
Total Seminarians	8
Colleges and Universities	1
Total Students	8,616
High Schools, Diocesan and Parish	1
Total Students	1,775
High Schools, Private	5
Total Students	5,238
Elementary Schools, Diocesan and Parish	27
Total Students	6,812
Elementary Schools, Private	2
Total Students	286
Catechesis/Religious Education:	
High School Students	1,510

Elementary Students	5,683
Total Students under Catholic Instruction	29,928
Teachers in the Diocese:	
Priests	21
Brothers	2
Sisters	2
Lay Teachers	1,438
Vital Statistics	
Receptions into the Church:	
Infant Baptism Totals	3,387
Minor Baptism Totals	235
Adult Baptism Totals	219
Received into Full Communion	156
First Communions	3,351
Confirmations	2,693
Marriages:	
Catholic	484
Interfaith	121
Total Marriages	605
Deaths	1,499
Total Catholic Population	689,000
Total Population	1,751,292

Former Bishop—Most Revs. PIERRE DUMAINE, D.D., Ph.D., ord. June 15, 1957; appt. Auxiliary Bishop of San Francisco and Titular Bishop of Sarda, April 28, 1978; Episcopal ordination June 29, 1978; appt. Bishop of San Jose Jan. 27, 1981; installed as Bishop of San Jose March 18, 1981; retired Nov. 27, 1999; died June 13, 2019; PATRICK J. MCGRATH, D.D., J.C.D., (Retired), ord. June 7, 1970; appt. Auxiliary Bishop of San Francisco and Titular Bishop of Allegheny Dec. 6, 1988; Episcopal ordination Jan. 25, 1989; appt. Coadjutor Bishop of San Jose June 29, 1998; succeeded to See Nov. 27, 1999; retired May 1, 2019.

Diocese of San Jose—1150 N. First St., Ste. 100, San Jose, 95112. T: 408-983-0100; F: 408-983-0295; www.dsj.org.

Vicar General—Very Rev. HAO DINH, V.G.

Chief Operating Officer—ROSIO GONZALES, T: 408-983-0210.

Lay Retirement Board—Rev. Msgr. WILFREDO S. MANRIQUE, J.C.L., V.C.; Very Rev. HAO DINH, V.G.; JOSEPH BAUER; MARTIN CHARGIN; STEVE DUFFY; LINDA GRECO, Ex Officio; JOSEPH GUERRA; MARY LYONS; ROSALIE MARTY; BRIAN MOONEY, Ex

Officio; CHARLES TULLY; ROBBIE OCAMPO; MICHAEL LEE; REA VALLARTA.

Chancellor—T: 408-983-0267. Very Rev. HAO DINH, V.G.

Vice Chancellor—T: 408-983-0144. LINDA TULLY.

Vicar for Clergy—Rev. Msgr. WILFREDO S. MANRIQUE, J.C.L., V.C., T: 408-983-0154.

Judicial Vicar—Rev. ANDRES C. LIGOT, J.C.D., T: 408-983-0215.

Delegate to Religious—Sr. ELLEN HESS, V.D.M.F., T: 408-983-0123; F: 408-983-0121.

Chief Development Officer—T: 408-983-0250; F: 408-983-0290. CARLOS PROANO.

Communications Director—T: 408-983-0228. CYNTHIA SHAW.

Bishop's Cabinet—Most Rev. OSCAR CANTU, S.T.D.; Rev. Msgr. WILFREDO S. MANRIQUE, J.C.L., V.C.; Very Rev. HAO DINH, V.G.; Revs. JOSEPH BENEDICT, S.T.D.; GERARDO MENCHACA; JOSHUA BENNETT; ROSIO GONZALES; LINDA TULLY; BRIAN MOONEY; DOROTHY CARLSON.

College of Consultors—Most Rev. OSCAR CANTU, S.T.D.; Rev. Msgr. FRANCIS V. CILIA, V.G.; Very Rev. HAO DINH, V.G.; Revs. HECTOR BASANEZ; JOSEPH M. BENEDICT, S.T.D.; CHRISTOPHER

BENNETT; MICHAEL D. HENDRICKSON; JUSTIN LE; ERNESTO ORCI; GARY R. THOMAS.

Council of Priests—Most Rev. OSCAR CANTU, S.T.D., Pres.; Rev. Msgr. WILFREDO S. MANRIQUE, J.C.L., V.C., Ex Officio; Very Rev. HAO DINH, V.G., Ex Officio; Rev. Msgr. FRANCIS V. CILIA, V.G., Ex Officio; Revs. MARK ARNIZEN; CHRISTOPHER BENNETT, Ex Officio; RUTHE S. BUEZA, Ex Officio; PAUL-CUONG PHAN, Ex Officio; ANGELO DAVID; BRIAN DINKEL, I.V.E., Ex Officio; ROBERTO GOMEZ; MICHAEL D. HENDRICKSON; FRANCIS KALAW; JOSEPH KIM; GREGORY C. KIMM, Ex Officio; JUSTIN LE, Ex Officio; JAMES OKAFOR, (Nigeria) Ex Officio; ERNESTO ORCI, Ex Officio; JOHN PUNCINI, Ex Officio; HUGO MARCEL ROJAS; MATTHEW D. STANLEY; GARY R. THOMAS.

Council of Religious—Sr. ELLEN HESS, V.D.M.F., Chm.; Rev. ANDREW LAGUNA, S.J.; BRO. WILLIAM BOLTS, S.M.; MOTHER MARIA DE LA REVELACION CASTANEDA, S.S.V.M.; Sisters ROSHEEN GLENNON, C.S.J.; DONNA MARIE MOSES, O.P.; MOLLY NEVILLE, S.N.J.M.; Rev. MARIO J. PRIETTO, S.J.; Sisters MICHELE RANDALL, D.C.; MARILYN WILSON, B.V.M.

Deans—Rev. Msgr. FRANCIS V. CILIA, V.G., Deanery 3; Revs. JOHN PUNCINI, Deanery 2; BRIAN DINKEL, I.V.E., Deanery 4; GREGORY C. KIMM, Deanery 5;

SAN JOSE IN CALIFORNIA (SJ)

1300

CATHOLIC CHURCH IN THE U.S.

JUSTIN LE, Deanery 6; CHRISTOPHER BENNETT, Deanery 7.
Ecumenical and Interreligious Affairs—Rev. JOSE RUMIO, S.T.D., Dir. & Delegate to Eastern Rite Churches, (Retired).
San Jose Chinese Catholic Mission—Revs. KEVIN BALLARD, S.J., Chap., Cantonese Comm.; CARLOS ALBERTO OLIVERA, Pastor.
Catholic Charities—Catholic Charities of Santa Clara County GREGORY R. KEPFERLE, CEO.
Propagation of the Faith-Holy Childhood Association—Catholic Relief ServiceT: 408-983-0267. Very Rev. HAO DINH, V.G., Dir.
Roman Catholic Welfare Corporation—Most Rev. OSCAR CANTU, S.T.D., Pres.; Very Rev. HAO DINH, V.G., Vice Pres.; LINDA TULLY, Sec.; BRIAN MOONEY, Treas.; JENNIFER BELTRAMO.
Roman Catholic Seminary Corporation—Most Rev. OSCAR CANTU, S.T.D., Pres.; Very Rev. HAO DINH, V.G., Vice Pres.; LINDA TULLY, Sec.; Rev. ANDRES LIGOT, J.C.D.; BRIAN MOONEY, Treas.
The Valley Catholic (Diocesan Newspaper)—Diocese of San Jose: 1150 N. First St., Ste. 100, San Jose, 95112. T: 408-983-0262. CYNTHIA SHAW, Editor, T: 408-983-0228.
Diocesan Tribunal—Diocese of San Jose, 1150 N. First St., Ste. 100, San Jose, 95112. T: 408-983-0219.
Judicial Vicar—Rev. ANDRES C. LIJOT, J.C.D.
Adjutant Judicial Vicar—Rev. NOEL SANVICENTE, J.C.D.
Judges—Revs. SAJU JOSEPH, J.C.L.; ANDRES LIJOT, J.C.D.; NOEL SANVICENTE, J.C.D.
Defender of the Bond—Rev. ROBERT E. HAYES, J.C.L.
Case Instructor—T: 408-983-0224. ZAIMA MARTINEZ-ROBLES.
Administrative Assistant and Notary—Sr. SOPHIA BERRONES, M.C.D.P., T: 408-983-0219.
Finance Office—BRIAN MOONEY, CFO; JOHN HOFFMAN, Controller; IAN ABELL, Dir. Facilities & Risk Mgmt.; LEI WANG, Facilities Inspector & Coord.; JULIO BERNARDEZ, Compliance Officer.
Finance Council—KEVIN BEDULLA; GEORGE DELUCCHI; STEVE DUFFY; NANCY ERBA; ROSIO GONZALEZ, CUC-TRINH NGUYEN; TIM NONDORF; AMIK PETKES.
Building Committee—Very Rev. HAO DINH, V.G.; Rev. CHRISTOPHER BENNETT; IAN ABELL, Chm.; DAN BROWN; CHRIS CIECHANOWSKI; PAUL HOUGH SR.; PAUL LAWSON; BRIAN MOONEY; PATRICK PFEIFFER; RAMIRO TORRES.

Stewardship & Development Office—T: 408-983-0250; F: 408-983-0290. CARLOS PROANO, Chief Devel. Officer.
Department of Cemeteries—T: 650-428-3730. HEATHER GLOSTER, Dir.
Vicar for Clergy—Rev. Msgr. WILFREDO S. MARIQUE, J.C.L., V.C. T: 408-983-0154.
Director of Deacon Life—Deacon DONALD SIFFERMAN.
Diocesan Clergy Personnel Board—Most Rev. OSCAR CANTU, S.T.D., Ex Officio; Very Rev. HAO DINH, V.G.; Rev. Msgrs. WILFREDO S. MARIQUE, J.C.L., V.C., Chm. & Ex Officio; FRANCISCO RIOS; Revs. ANDREW C. NGUYEN; ENGELBERTO GAMMAD, J.C.D.; GREGORY C. KIMM; ERNESTO ORCI; Deacon PHILLIP FLOWERS; DOROTHY CARLSON.
Ongoing Formation of Clergy—Rev. Msgr. WILFREDO S. MARIQUE, J.C.L., V.C., Ex Officio; Revs. JOSEPH BENEDICT, S.T.D., Chm.; RITCHIE S. BUEZA; ANDREW C. NGUYEN; Rev. Msgr. FRANCISCO RIOS; Deacons RICK HAECKEL; DONALD SIFFERMAN, Ex Officio.
Priests' Retirement Board—Rev. Msgrs. J. PATRICK BROWNE, Chm., (Retired); WILFREDO S. MARIQUE, J.C.L., V.C., Ex Officio; FRANCIS V. CHIA, V.G.; BRIAN MOONEY, Ex Officio; Revs. JOSEPH BENEDICT, S.T.D.; JOSE P.A. GALANG; ERNESTO ORCI; GEORGE DELUCCHI; TIM NONDORF.
Vocation Office—Rev. ANDREW C. NGUYEN, Dir.
Vocation Assessment Team—Most Rev. OSCAR CANTU, S.T.D., Ex Officio; Rev. ANDREW C. NGUYEN, Ex Officio; Rev. Msgr. WILFREDO S. MARIQUE, J.C.L., V.C., Ex Officio; Very Rev. HAO DINH, V.G., Revs. GENEROSO GERONIMO, (Philippines); JOSEPH KIM; GERARDO MENCHACA; MATTHEW D. STANLEY, Sisters ROSARIO MUNOZ, D.V.M.G.; ROSALIE PIZZO, S.N.D.deN.; DOROTHY CARLSON; BERNIE PERCELL; THOMAS PLANTE, Ph.D.; VIVIAN TRINIDAD.
Deacon Formation—T: 408-983-0256. Deacons PHILLIP FLOWERS, Dir.; DONALD SIFFERMAN, Dir. Deacon Life.
Permanent Diaconate Admissions and Evaluations Board—Deacon PHILLIP FLOWERS, Dir.; Rev. Msgr. WILFREDO S. MARIQUE, J.C.L., V.C., Ex Officio; Revs. JOSEPH BENEDICT, S.T.D.; RITCHIE S. BUEZA; ANTHONY MANCUSO; ROBERT MCKAY, (South Africa) Ph.D.; MATTHEW D. STANLEY; IRMA ALARCON DE RANGEL, Dir. Adv. Lay Leaders; LYNNE LUKENBILL; Deacon THO LE; SANDY SIFFERMAN.

Office of the Chancellor—Very Rev. HAO DINH, V.G., Chancellor, T: 408-983-0267.
Vice Chancellor—LINDA TULLY, T: 408-983-0144.
Diocesan Archives and Records Management—685 E. Brokaw Rd., San Jose, 95112. T: 408-983-0144. LINDA TULLY.
Human Resources Office—LINDA GRECO, Chief Human Resources Officer, T: 408-983-0149.
Department of Catholic Schools—JENNIFER BELTRAMO, Supt. Schools; CYNTHIA OLIVARRA, Dir. Finance, Drexel Schools; CAROLINE SLINNEY, Assoc. Supt., Mktg. & Enrollment.
Office for Evangelization—Rev. GERARDO MENCHACA, Vicar, T: 408-983-0182.
Director for Faith Formation—IRMA ALARCON DE RANGEL, T: 408-983-0138.
Director for Hispanic Youth and Young Adults—T: 408-983-0112. SANDRA TORRES.
Youth and Young Adult Ministry—Rev. TRUYEN NGUYEN, Assoc. Dir., T: 408-983-0103; SANDRA TORRES, Dir., T: 408-983-0112.
Missions Office—T: 408-983-0267. Very Rev. HAO DINH, V.G., Dir.
Interim Director of Liturgy—T: 408-983-0136. Rev. JEFF FERNANDEZ.
Director of Social Justice Ministries—T: 408-983-0134. Rev. DANIEL C. URDIA, Ed.D., Dir.
Detention Ministry—LELAND CAMPBELL, Dir., Detention/Restorative Justice Min., T: 408-983-0131.
Human Concerns Commission—T: 408-983-0267. Very Rev. HAO DINH, V.G., Liaison.
Liturgical Commission—T: 408-983-0136. Rev. JEFF FERNANDEZ, Liaison.
Pastoral Resource Committee for Ministry to Gay and Lesbian Catholics—Rev. G. ROBERT LEGER, (Retired), T: 408-257-1022.
Respect Life Program—T: 408-983-0134. Rev. DANIEL C. URDIA, Ed.D., Liaison.
Institute for Leadership in Ministry—T: 408-983-0111. IRMA ALARCON DE RANGEL, Dir.
Office for the Protection of Children and Vulnerable Adults—ANTHONY GONZALEZ, T: 408-983-0113; T: 408-983-0141 (Emergency Line); F: 408-983-0203.
Victim Assistance Coordinator—GRISelda CERVANTES, T: 408-983-0225 (Emergency Line); F: 408-983-0203.

CLERGY, PARISHES, MISSIONS AND PAROCHIAL SCHOOLS

CITY OF SAN JOSE

1—CATHEDRAL BASILICA OF ST. JOSEPH (1849) (Hispanic-Latino) (Mexican National Church) 90 S. Market St., 95113. T: 408-283-8100; cbsjoffice@gmail.com. Revs. Joseph M. Benedict, S.T.D.; Prosper Moleng. Parochial Vicar; Victor Trinidad, Parochial Vicar; Deacon Gregorio Ortiz.
Catechesis Religious Program—Nidia Fuentes, D.R.E. Students 227.
2—ST. ANTHONY (1982) 20101 McKean Rd., 95120. T: 408-997-4800; F: 408-997-4801; churchstanthony@dsj.org; churchstanthony.com. Rev. Tadeusz Terembula. Old Church: 21800 Bertram Rd., New Almaden, 95120.
Catechesis Religious Program—Analisa Fuentes, Y.M. Students 27.
3—ST. BROTHER ALBERT CHMIELOWSKI POLISH CATHOLIC PASTORAL MISSION (1986) (Polish) 10250 Clayton Rd., 95127-4338. T: 408-251-8490; office@saintalbert.us; www.saintalbert.us. Revs. Slawomir Murawka, S.Chr., In Res.; Jan Fiedurek, S.Chr.
Catechesis Religious Program—Students 56.
4—CHRIST THE KING dba Parroquia Cristo Rey (1997) 5284 Monterey Rd., 95111. T: 408-362-9958. Revs. Hector Basanez; Truyen Nguyen, Parochial Vicar; Joseph Phuc Trong Tran, Parochial Vicar. Res.: 75 Cyclamen St., 95111.
Catechesis Religious Program—Sandra Maldonado, Dio. D.R.E. Students 124.
5—ST. CHRISTOPHER (1951) 1576 Curtner Ave., 95125. T: 408-269-2226; loretta.pfa@stchristis.org; www.saintchris.com. Msgr. Allen Center, 2278 Booksin Ave., 95125. Revs. Christopher Bennett; Paolo Gobbo, Parochial Vicar; Khoa Vu, Parochial Vicar; Deacon Richard Noack. School—St. Christopher School, (Grades K-8). T: 408-723-7223; info@stchris.us; www.stchris.us. Sally Douthitt, Teachers (Lay) 31; Students 515.
Catechesis Religious Program—Andrew Coulter, D.R.E. Students 242.
6—CHURCH OF THE TRANSFIGURATION (1965) Mailing Address: 4325 Jarvis Ave., 95118. T: 408-264-3600; F: 408-264-3600; transfiguration@dsj.org; www.sanjosetransfig.com.

Rev. Tito Jesus Cartagena Jr.; Paula Ramos, Faith Formation Dir.
Catechesis Religious Program—Students 42.
7—FIVE WOUNDS PORTUGUESE NATIONAL CHURCH (1914) (Portuguese) 1375 E. Santa Clara St., 95116. T: 408-292-2123; info@fivewoundschurch.org; www.fivewoundschurch.org. Rev. Antonio Silveira.
Catechesis Religious Program—Mr. Joseph Khanh Russo, D.R.E. Students 15.
IMMACULATE HEART OF MARY ORATORY ruedad@dsj.org; institute-christ-king.org/sanjose-home. Rev. Canon Rafael Ueda, Chap.
8—ST. FRANCES CABBINI (1955) 15333 Woodard Rd., 95124. T: 408-879-1120; revpastor2019@sfcabbini.org; sfcabbini.org. Revs. Jose P.A. Galang; Gabriel Lee, Parochial Vicar. School—St. Frances Cabrini School, (Grades PreK-8), 15325 Woodard Rd., 95124. T: 408-377-6545; F: 408-377-8491; info@sfcabbini.org; www.sfcabbini.org. Jane Daigle, Prin. Teachers (Lay) 26; Students 452.
Catechesis Religious Program—Joan Schenck@dsj.org. Joan Schenck, D.R.E. Students 46.
9—ST. FRANCIS OF ASSISI (1997) 5111 San Felipe Rd., 95135. T: 408-223-1562; F: 408-223-1759; matthew.stanley@dsj.org; www.sfoasj.com. Revs. Matthew D. Stanley; Michael Syjuco, Parochial Vicar; Lieu Vu, Parochial Vicar; Deacons Silvanus Offorjoke; Andrzej Sobczyk.
Catechesis Religious Program—Lisa Nakanura, D.R.E. Students 278.
10—HOLY CROSS (1906) (Italian) 580 E. Jackson St., 95112. T: 408-294-2440; holycross.sanjose@gmail.com; www.holycrosssj.com. Revs. Leonardo Rocha, C.S.; Thanh Vu, Parochial Vicar.
Catechesis Religious Program—charlesmuscat52@gmail.com. Bro. Charles Muscat, C.S., D.R.E. Students 43.
11—HOLY FAMILY (1905) 4848 Pearl Ave., 95136. T: 408-265-4040; andrew.v.nguyen@dsj.org; holyfamily.sanjose.org.

Revs. Andrew V. Nguyen; Celso Singon, Parochial Vicar; Deacon Raymond Gans.
School—Holy Family School, (Grades PreK-8), 4850 Pearl Ave., 95136. T: 408-978-1355; F: 408-978-0290; office@hfsj.org; www.holyfamily-schoolsj.com. Vida Covington, Prin.; Terri Lanoie, Librarian. Teachers (Lay) 13; Students 285.
Catechesis Religious Program—maria.chacko@dsj.org. Maria Chacko, D.R.E. Students 209.
12—HOLY KOREAN MARTYRS (2005) (Korean) 1523 McLaughlin Ave., 95122. T: 408-734-9721; F: 669-231-4137; hkmcsj@gmail.com; www.sjkoreanatholic.org. Revs. Taehoon Ko; Young Sam Kim, Parochial Vicar.
Catechesis Religious Program—Sr. Joel Jinhee Lee, D.R.E. Students 389.
13—HOLY SPIRIT (1963) 1200 Redmond Ave., 95120. T: 408-997-5101; renee.sneed@dsj.org; www.holyspiritchurch.org. Revs. Ritchie S. Bueza; Edgar Elamparo I, Parochial Vicar; Ms. Phuong Bui, Pastoral Assoc.; Merry Reardon, Pastoral Assoc.; Mrs. Leah Harris, Pastoral Assoc.; Ms. Renee Sneed, Business Mgr. School—Holy Spirit School, A Drexel School, (Grades PreSchool-8), 1198 Redmond Ave., 95120. T: 408-268-0794; F: 408-268-5281; hsschooloffice@dsj.org; gregory.vohs@dsj.org; claudia.jones@dsj.org; www.holyspirit-school.org. Mr. Greg Vohs, Prin.; Claudia Jones, Admin. Teachers (Lay) 22; Students 480.
Catechesis Religious Program—Merry Reardon, D.R.E. Students 131.
14—ST. JOHN VIANNEY (1952) 4600 Hyland Ave., 95127. T: 408-258-7832, Ext. 22; luis.estrada@dsj.org; sjnews.net. Revs. Joseph Kim; John Hoang, Parochial Vicar; Deacon Raul Mendoza; Luis Estrada, Admin.
Rectory—4607 Alum Rock Ave., 95127.
School—St. John Vianney School, (Grades PreK-8), 4601 Hyland Ave., 95127. T: 408-258-7677; F: 408-258-5997; school@sjvjsj.org; www.sjvjsj.org. Karen Suty, Prin. Teachers (Lay) 17; Students 321.

CATHOLIC CHURCH IN THE U.S.

1301

SAN JOSE IN CALIFORNIA (SJ)

- Catechesis Religious Program*—kathleen.cook@dsj.org. Joselyn Martinez, D.R.E. English & Spanish language catechetical programs. Students 212.
- 15—**ST. JULIE BILLIART (1974)**
6410 Cottle Rd., 95123. T: 408-629-3030; office@stjulies-dsj.org; info@stjulies-dsj.org; www.stjulies.org. Mailing Address: 366 St. Julie Dr., 95119. Revs. Angelo David; Pedro Perez-Sencion. Parochial Vicar; Sharon Aeria, Business Mgr. *Catechesis Religious Program*—T: 408-629-3030, Ext. 102; stjules.faith-formation@dsj.org. Yolanda Toulet, D.R.E. Students 340.
- 16—**ST. LEO THE GREAT (1923)**
88 Race St., 95126. T: 408-293-3503; office@stleochurchsj.org; www.stleochurchsj.org. Rev. Steve Kim; Rev. Msgr. Matthew Koo, In Res., (Retired); Rev. Anthony J. Mancuso, Ed.D., In Res.; Deacon Philip McCarty. *School*—*St. Leo the Great School*, (Grades PreK-8), T: 408-293-4846; cathy.torrisi@stleodsj.org. Matt Kumar, Prin. Teachers (Lay) 11; Students 204. *Catechesis Religious Program*—nidia.fuentes@dsj.org. Nidia Fuentes, D.R.E. Students 119.
- 17—**ST. MARIA GORETTI (1961)**
2980 Senter Rd., 95111. T: 408-363-2300; smgparish@smgsj.org; www.smgsj.org. Revs. Justin Le; Timothy Lyons, Parochial Vicar; Dat Luong, Parochial Vicar; Eric Piczon, Parochial Vicar; Deacons Jaime Garcia; Anthony Pham. *Catechesis Religious Program*—elena.musselman@dsj.org. Sr. Theresa Do, D.R.E.; Araceli Zarate, D.R.E.
- 18—**ST. MARTIN OF TOURS (1914)**
200 O'Connor Dr., 95128. T: 408-294-8953; stmartinofstours@icloud.com; stmartin.org. Revs. Saju Joseph, J.C.L.; Generoso Geronimo, (Philippines) Parochial Vicar; Mrs. Lori Krouse, Treas.; Mrs. Therese Lebane, Pastoral Min./Coord.; Mrs. Maria Moore, Business Mgr. *School*—*St. Martin of Tours School*, (Grades PreK-8), 300 O'Connor Dr., 95128. T: 408-287-3630; deborah.gisirodriguez@dsj.org; www.stmartinsj.org. Deborah Gisi-Rodriguez, Prin. Teachers (Lay) 13; Students 345. *Catechesis Religious Program*—Mrs. Lerma Simpson, D.R.E. Students 47.
- 19—**ST. MARY OF THE ASSUMPTION (1975) (Croatian)**
(Croatian Mission)
901 Lincoln Ave., 95126. T: 408-279-0279; drago.gveric@dsj.org; www.facebook.com/CroatianCatholicChurch/. Rev. Drago Gveric, O.F.M. *Catechesis Religious Program*—Croatian Franciscan Fathers Corporation—Franciscan Fathers—
- 20—**MOST HOLY TRINITY (1961)**
2040 Nassau Dr., 95122. T: 408-729-0101; duc.vu@dsj.org; www.mht-church.org. Revs. Duc Vu, S.J.; Francis Nguyen, S.J., Parochial Vicar; Andrew Garcia, S.J., Parochial Vicar; Andrew Laguma, S.J., Parochial Vicar; Deacons Ruben Solorio; Dung Quoc Tran; Mr. Mario Lucas, Business Mgr. *School*—*Most Holy Trinity School*, A Drexel School, (Grades PreK-8), T: 408-729-3431; douglas.hosking@dsj.org. Douglas Hosking, Prin.; Becki Diaz, Contact Person. Teachers (Lay) 9; Students 191. *Catechesis Religious Program*—Portifino Nevarez, D.R.E. Students 94.
- 21—**OUR LADY OF GUADALUPE (1962) (Hispanic)**
2020 E. San Antonio St., 95116. T: 408-258-7057; olgparish@yahoo.com. Revs. Gerardo Menchaca; Robert S. Brocato, Parochial Vicar, (Retired); Kevin P. Joyve, In Res., (Retired); Deacon Armando Brambila. *Catechesis Religious Program*—Mother Maria Gisela N. Enriquez, M.E.S.S.T., D.R.E.
- 22—**OUR LADY OF LA VANG PARISH (1871) (Vietnamese)**
389 E. Santa Clara St., 95112. T: 408-291-6280; T: 408-294-8120; rudi.tolibas@dsj.org; www.ducmelavangparish.org. Mailing Address: 25 N. 14th St., Ste. 540, 95112. Revs. Peter Lai Huynh; John Tran Nguyen, Parochial Vicar; Joseph Page, Parochial Vicar; Hung Vu, Parochial Vicar; Deacons Dinh Chu; Tho Le. *Vietnamese Ministry*—2849 S. White Rd., 95148. T: 408-291-6280; F: 408-291-6289; josephphuguyen.vanluu@dsj.org. Rev. Joseph N. Vantho, Dir., (Retired). *School*—*St. Patrick School*, A Drexel School, (Grades K-8), 51 N. 9th St., 95112. T: 408-283-5858; F: 408-283-5852; olga.islas@dsj.org; martha.angeles@dsj.org; www.stpatrickschool.org. Olga Islas, Prin.; Sr. Christeva Papavera, Librarian. Sponsored by the Daughters of Charity. Teachers (Lay) 10; Students 217.
- Catechesis Religious Program*—Kim Oanh Le, D.R.E. Students 593.
- 23—**OUR LADY OF REFUGE**
2165 Lucretia Ave., 95122. T: 408-715-2278; luis.lopezmiranda@dsj.org; ourladyofrefugesj.org. Revs. Hugo Marcel Rojas; Anthony Tan Nguyen, Parochial Vicar; Sisters Silvia Frías, M.E.S.S.T., Pastoral Associate; Catherine Phuong Dang, L.H.C., D.R.E. *Catechesis Religious Program*—theresalando@yahoo.com. Sr. Theresa Do, D.R.E. Students 307.
- 24—**QUEEN OF APOSTLES (1960)**
4911 Moorpark Ave., 95129. T: 408-253-7560; www.qofa.org. Jeff Fernandez; Revs. Athanasius Kikoba, (Uganda) Parochial Vicar; Ritchie S. Bueza, In Res. *School*—*Queen of Apostles School*, (Grades PreK-8), 4950 Mitty Way, 95129. T: 408-252-3659; F: 408-873-2645; qofa@qofa-school.org; www.qofa-school.org. Elizabeth Trella, Prin.; Mary Ann Sandau, Librarian. Teachers (Lay) 14; Students 239. *Catechesis Religious Program*—Kristie Manning, Dio. D.R.E. Students 61.
- 25—**SACRED HEART OF JESUS (1920) (Hispanic)**
325 Willow St., 95110. T: 408-292-0146; sacredheartjesus@dsj.org; www.sacredheartjesuschurch.org. Revs. Luis Vargas; Pedro Tejeda, Parochial Vicar; Truyen Nguyen, In Res. *Legal Title: Sacred Heart of Jesus Parish* *Catechesis Religious Program*—Joselyn Martinez, D.R.E. Students 49.
- 26—**SANTA TERESA (1967)**
794 Calero Ave., 95123. T: 408-629-7777, Ext. 101; Lynda@saantatereschurch.com; saantatereschurch.com. Rev. George Aranba. *Catechesis Religious Program*—george.aranba@dsj.org. Lynda DeManti, Pastoral Assoc. Students 69.
- 27—**ST. THOMAS OF CANTERBURY (1967)**
1522 McCoy Ave., 95130. T: 408-378-1595; andrew.c.nguyen@dsj.org; www.stthomassj.org. Rev. Andrew C. Nguyen. Res.: 2546 Neville Ave., 95130. *Catechesis Religious Program*—victoria.schwoob@dsj.org. Students 62.
- 28—**ST. VICTOR (1961)**
3150 Sierra Rd., 95132. T: 408-251-7055; admin@stvictorchurch.org; www.stvictorchurch.org. Mailing Address: 3108 Sierra Road, 95132. Revs. Mark Gazzingari; Allen Navarro, Parochial Vicar; John Offor, (Nigeria) Parochial Vicar; Deacon Carl Bugarin; Sr. Sara King, Pastoral Associate. *School*—*St. Victor School*, (Grades PreK-8), T: 408-251-1740; F: 408-251-1492; victoria.hinkle@dsj.org. Victoria Hinkle, Prin.; Joan Passalacqua, Librarian; Rosanne Huey, Business Mgr. Teachers (Lay) 12; Students 188. *Catechesis Religious Program*—St. Victor Catechetical Ministry janine.pascual@dsj.org. Janine Pascual, D.R.E. Students 184.
- OUTSIDE THE CITY OF SAN JOSE**
- ALVISO, SANTA CLARA CO., OUR LADY, STAR OF THE SEA (1984)
1385 Michigan Ave., Alviso, 95002. T: 408-263-2121; starofthesea@stsj.org. Mailing Address: P.O. Box 426, Alviso, 95002-0426. Rev. Hector Vilella-Huerta, (Mexico). *Catechesis Religious Program*—Oscar Maldonado, D.R.E. Students 50.
- CAMPBELL, SANTA CLARA CO., ST. LUCY (1947)
2350 Winchester Blvd., Campbell, 95008. T: 408-378-2464; stlucyparishoffice@dsj.org; www.stlucy-campbell.org. Revs. Mark Arnzen; Andrey Garcia, Parochial Vicar; Deacon Harry Collins. *School*—*St. Lucy School*, (Grades PreK-8), 76 Kennedy Ave., Campbell, 95008. T: 408-871-8023; F: 408-378-4945; principal@stlucyschool.org. Susan Grover, Prin. Teachers (Lay) 13; Students 294. *Catechesis Religious Program*—monica.echevers@dsj.org. Monica Echevers, D.R.E. Students 206.
- CUPERTINO, SANTA CLARA CO., ST. JOSEPH OF CUPERTINO (1913)
10110 N. De Anza Blvd., Cupertino, 95014. T: 408-252-7653; info@stjosephcupertino.org; www.stjosephcupertino.org. Revs. Gregory C. Kimin; Mendie Nguyen, Parochial Vicar; Anthony D. Nguyen, Parochial Vicar; Deacon Ronald Hansen. *School*—*St. Joseph of Cupertino School*, (Grades PreK-8), 10120 N. De Anza Blvd., Cupertino, 95014. T: 408-252-6441; F: 408-252-9771; michael.lee@dsj.org; www.sjschool.org. Michael Lee, Prin. Teachers (Lay) 14; Students 204. *Catechesis Religious Program*—
- catmin@stjosephcupertino.org. Daniel Gutierrez, D.R.E. Students 66.
- GILROY, SANTA CLARA CO., ST. MARY (1865) [CEM]
11 First St., Gilroy, 95020. T: 408-847-5151; deborah.pelliccione@dsj.org; smpgilroy.org. Revs. Michael D. Hendrickson; Johannes Busch, Parochial Vicar; Deacon Pat Allen; Rev. Jose Rubio, S.T.D., In Res., (Retired). *School*—*St. Mary School*, (Grades K-8), 7900 Church St., Gilroy, 95020-4499. T: 408-842-2827; F: 408-847-7679; kelly.kramer@dsj.org; marcee.erwin@dsj.org; stmarygilroy.org. Marcee Ervin, Prin. Teachers (Lay) 9; Students 199. *Catechesis Religious Program*—7950 Church St., Gilroy, 95020. barbara.zarka@dsj.org. Barbara Zarka, D.R.E. Students 228.
- LOS ALTOS, SANTA CLARA CO.
1—**ST. NICHOLAS**, Merged with St. William, Los Altos to form St. Nicholas and St. William Catholic Parish, Los Altos.
2—**ST. NICHOLAS AND ST. WILLIAM CATHOLIC PARISH (1947)**
473 Lincoln Ave., Los Altos, 94022. T: 650-948-2158; T: 650-559-2080; finance257@dsj.org; www.stnicholasandstwilliam.org. Revs. John Poncini; Robain Lamba, Parochial Vicar; Anthony Uytengco, Parochial Vicar; Deacon Charles Corbalis; Carol Thornton, Liturgy Dir.; Lidia Finaelino, Business Mgr.; Mr. Quynh Pham, Youth Min. Res.: 611 S. El Monte Ave., Los Altos, 94022. *School*—*St. Nicholas School*, (Grades K-8), 128 16 S. El Monte Ave., Los Altos Hills, 94022. T: 650-941-4056; jpopolizio@stnicholaslah.com; www.stnicholaslah.com. Jan Popolizio, Prin.; Stacy French, Vice Prin. Teachers (Lay) 13; Students 250. *Catechesis Religious Program*—T: 650-948-2158, Ext. 2209; catherine.campbell@dsj.org; quynh.pham@dsj.org. Catherine Campbell, D.R.E.; Mr. Quynh Pham, Y.M. Students 261.
- 3—**ST. SIMON (1955)**
1860 Grant Rd., Los Altos, 94024. T: 650-967-8311, Ext. 10; F: 650-967-8876; rector@stsimon.org; www.stsimon.org. Revs. Brendan P. McGuire; Christopher Bulogo, Parochial Vicar; Thuc Si Ho, Parochial Vicar; Ms. Joan Mibach, Business Mgr.; Rev. Michael J. Burns, In Res., (Retired). *School*—*St. Simon School*, (Grades PreK-8), 1840 Grant Rd., Los Altos, 94024. T: 650-968-9952; F: 650-968-9908; rroth@stsimon.org. Mr. Ryan Roth, Prin.; Mrs. Laura Potter, Teachers (Lay) 28; Students 504. *Catechesis Religious Program*—nhnguyen@stsimon.org. Sr. Mary-Han Nguyen, D.R.E. Students 158.
- 4—**ST. WILLIAM**, Merged with St. Nicholas, Los Altos to form St. Nicholas and St. William Catholic Parish. LOS GATOS, SANTA CLARA CO., ST. MARY OF THE IMMACULATE CONCEPTION (1912)
219 Bean Ave., Los Gatos, 95030. T: 408-354-3726; rrodoni@stmaryslg.org; parish.office@stmaryslg.org; stmaryslg.org. Revs. Rick Rodoni; Biju Varghese, (India) Parochial Vicar. *School*—*St. Mary of the Immaculate Conception School*, (Grades K-8), 30 Lyndon Ave., Los Gatos, 95030. T: 408-354-3944; F: 408-395-0151; mhermandez@stmaryslg.org; www.smslg.org. Monica Hernandez, Prin.; Sheila Chavez, Librarian. Teachers (Lay) 14; Students 183. *Catechesis Religious Program*—Terri Trotter, D.R.E. Students 120.
- MILPITAS, SANTA CLARA CO.
1—**ST. ELIZABETH (1968)**
750 Sequoia Dr., Milpitas, 95035. T: 408-262-8100; elizabethchurch@comcast.net; www.stelizabethmilpitas.org. Revs. Francisco Miramontes; Vincent Tinh Thanh Dang, Parochial Vicar; Deacon John Vu. *Catechesis Religious Program*—Maria Flores, Dio. D.R.E.
- 2—**ST. JOHN THE BAPTIST (1877)**
279 S. Main St., Milpitas, 95035. T: 408-262-2546; maryann.gonzalo@dsj.org; www.sjbparish.org. Rev. Msgr. Wilfredo S. Manrique, J.C.L., V.C.; Revs. Eduardo Otero, Parochial Vicar; Andres C. Ligot, J.C.D., In Res. *School*—*St. John the Baptist School*, (Grades PreSchool-8), 360 S. Abel St., Milpitas, 95035. T: 408-262-8110; F: 408-262-0814; info@sjsb.org; www.sjsb.org. Christopher Brazil, Prin. Teachers (Lay) 9; Students 171; Teachers (Sisters) 1. *Catechesis Religious Program*—cbrazil@sjsb.org; mollat@sjsbparish.org. Christopher Brazil, D.R.E.; Cory Mollat, D.R.E. Students 156.
- MORGAN HILL, SANTA CLARA CO., ST. CATHERINE OF ALEXANDRIA (1909)
17400 Peak Ave., Morgan Hill, 95037. T: 408-779-3559; office@stca.org; www.stca.org. Revs. Sergio Ovando, S.T.D.; Neil Francis Kalaw, Parochial Vicar; Rev. Msgr. Francisco Rios, Parochial

SAN JOSE IN CALIFORNIA (SJ)

1302

CATHOLIC CHURCH IN THE U.S.

Vicar; Deacons Juan Aquino; Phillip Flowers; Erik Haackel.

School—St. Catherine of Alexandria School, (Grades K-8), 17500 Peak Ave., Morgan Hill, 95037. T: 408-779-9950; F: 408-779-9928; fabienne.esparza@dsj.org; www.stcatherinemh.org. Fabienne Esparza, Prin.; Linda Knox, Vice Prin. Teachers (Lay) 15; Students 309.
Catechesis Religious Program—office@stcatherinemh.org. Rose Pucan-Meagar, Dio. D.R.E. Students 377.

MOUNTAIN VIEW, SANTA CLARA CO.

1—**ST. ATHANASIUS** (1959)

160 N. Rengstorff Ave., Mountain View, 94043. T: 650-961-8600, Ext. 100; Athanasius@comcast.net; www.stathanasiusparish.com. Revs. Walter Suarez; Rolando Santoianu, I.V.E., (Argentina) Parochial Vicar.

Catechesis Religious Program—bertina.dominguezcruz@dsj.org. Students 74.

2—**ST. JOSEPH** (1901)

582 Hope St., Mountain View, 94041. T: 650-967-3831, Ext. 121; diane.wollantabayon@dsj.org; www.sjpmv.org. 580 Hope St., Mountain View, 94041. Revs. Engelberto Gamad, J.C.D.; Thierry Geris, Parochial Vicar, (Retired); Michael Gazzingan, (Philippines) Parochial Vicar; Noel Sanvicente, J.C.D., In Res.; Deacon Leonel Manilla.

School—St. Joseph School, A Drexel School, (Grades K-8), 1120 Miramonte Ave., Mountain View, 94040. T: 650-967-1839; F: 650-691-1530; jennifer.garzia@dsj.org. Jennifer Garzia, Prin. Teachers (Lay) 8; Students 137.
Catechesis Religious Program—Erica Underwood, D.R.E. Students 49.

PALO ALTO, SANTA CLARA CO.

1—**ST. ALBERT THE GREAT** (1961) Merged with St. Thomas Aquinas Parish.

2—**OUR LADY OF THE ROSARY** (1959) Merged with St. Thomas Aquinas Parish.

3—**ST. THOMAS AQUINAS** (1901)

3290 Middlefield Rd., Palo Alto, 94306. T: 650-494-2496; estanislao.mikalonis@dsj.org; www.paloaltoatholic.org. Revs. Estanislao Mikalonis; Severo Kuupuo, (Ghana) Parochial Vicar, John Hester, In Res., (Retired); Deacon Daniel Hernandez.
School—St. Elizabeth Seton Catholic Community School, (Grades PreK-8), 1095 Channing Ave., Palo Alto, 94301. T: 650-326-9004; F: 650-326-2949; info@setonpaloalto.org; www.setonpaloalto.org. Evelyn Rona, Prin.; Celia Rodriguez, Librarian. Sponsored by the Daughters of Charity. Teachers (Lay) 14; Students 220.

Catechesis Religious Program—susan.olsen@dsj.org. Susan Olsen, D.R.E.; Maria de Jesus Gutierrez, D.R.E.; Christopher Mardesich, D.R.E. Students 350.

SANTA CLARA, SANTA CLARA CO.

1—**ST. CLARE** (1777)

725 Washington St., Santa Clara, 95050-4935. T: 408-248-7786; F: 408-248-8150; stclareparish@dsj.org; www.stclareparish.org. Rev. Msgr. Francis V. Cilia, V.G.; Revs. Jonathan Cuarto, Parochial Vicar; Martin Chukwunenye Ezeador, (Nigeria) In Res.; Paul-Cuong Phan, In Res.; Daniel C. Urcia, Ed.D., In Res.; Ryan Bao, Youth Min.; Mrs. Diane Madruga, RCIA Coord.; Mrs. Lucy Santos, Pastoral Min./Coord.; Christopher Wemp, Music Min.

School—St. Clare School, A Drexel School, (Grades PreK-8), T: 408-246-6797; office@stclareschool.org; www.stclareschool.org. Cecile Mantecon, Prin. Teachers (Lay) 11; Students 244.

Catechesis Religious Program—patricia.padilladerazon@dsj.org. Mrs. Paty Rascon, Catechetical Coord. & Hispanic Ministry Coord. Students 92.

2—**ST. JUSTIN** (1951)

2655 Homestead Rd., Santa Clara, 95051. T: 408-248-1094; T: 408-296-1193; www.st-justin.org. Revs. Christopher Bransfield; Gerald Nwafor, (Nigeria) Parochial Vicar; James Okafor, (Nigeria) In Res. School—**St. Justin School**, (Grades PreK-8), T: 408-248-1094; schooloffice@stjustinschool.org; www.stjustinschool.org. Karen Suty, Prin. Teachers (Lay) 12; Students 279.

Catechesis Religious Program—mary.kane@dsj.org. Laura Ortiz, Contact Person. Students 104.

3—**ST. LAWRENCE, THE MARTYR** (1959)

1971 Saint Lawrence Dr., Santa Clara, 95051. T: 408-296-3000; F: 408-296-3100; parish@stlawrence.org; www.stlawrence.org. Revs. Ernesto Orzi; Angelbert Chikere, Parochial Vicar; Martin Chukwunenye Ezeador, (Nigeria) Parochial Vicar; Richard Hilliard, In Res.

School—Saint Lawrence Elementary & Middle School, (Grades PreK-8), 1977 St. Lawrence Dr., Santa Clara, 95051. T: 408-296-2260; F: 408-615-1343; Gayle.Wholley@dsj.org. Carina Lares, Prin. Teachers (Lay) 11; Students 178.
Catechesis Religious Program—

edepaz@saintlawrence.org. Eleanor De Paz, D.R.E. Students 68.

4—**OUR LADY OF PEACE** (1961)

2800 Mission College Blvd., Santa Clara, 95054. T: 408-988-4585; info@olop-shrine.org; www.olop-shrine.org. Revs. Brian Dinkel, I.V.E.; Jonathan Yu Duunlao, I.V.E., Parochial Vicar; William Montalvo, I.V.E., Parochial Vicar; Thomas Paul Steinke, I.V.E., Parochial Vicar.
Catechesis Religious Program—T: 408-988-7648; adut.edu@olop-shrine.org; olopcd@servidoras.org. Sr. Maria de Foy, S.S.V.M., Dir. Children's Rel. Educ.; Maria Revelacion, S.S.V.M., D.R.E. Students 656.

5—**SAN JOSE CHINESE CATHOLIC MISSION** (2012) (Chinese) (Cantonese Catholic Community) 725 Washington St., Santa Clara, 95050-4966. T: 408-758-8917; carlosalberto.olivera@dsj.org; sjccm.com. Rev. Carlos Alberto Olivera.

Catechesis Religious Program—Students 44.

SARATOGA, SANTA CLARA CO.

1—**CHURCH OF THE ASCENSION** (1964)

Mailing Address: 12033 Miller Ave., Saratoga, 95070. T: 408-725-3939; hao.dinh@dsj.org; www.ascensionsaratoga.org. Very Rev. Hao Dinh, V.G.; Rev. Reynaldo Sarmiento, Parochial Vicar.
Catechesis Religious Program—Mrs. Loy Oppus-Moe, Pastoral Min./Coord. Students 24.

2—**SACRED HEART** (1951)

13716 Saratoga Ave., Saratoga, 95070. T: 408-867-3634; c.orasin@sacredheartsaratoga.org; www.sacredheartsaratoga.org. Revs. Gary Thomas; Robert McKay, (South Africa) Ph.D., Parochial Vicar; Deacon Donald Sifferman.

School—Sacred Heart School, (Grades PreK-8), 13718 Saratoga Ave., Saratoga, 95070. T: 408-867-9241; F: 408-867-9242; webmaster@sacredheartsaratoga.org; school.sacredheartsaratoga.org. Tom Pulchny, Prin. Teachers (Lay) 12; Students 238.

Child Care—Pre-School, webmaster@sacredheartsaratoga.org. Tom Pulchny, Prin. Teachers (Lay) 2; Students 10.
Catechesis Religious Program—Cory Dixon, Dio. D.R.E. Students 88.

STANFORD, SANTA CLARA CO., CATHOLIC COMMUNITY AT STANFORD (1997)

Mailing Address: Old Union, 3rd Floor, Stanford University, P.O. Box 20301, Stanford, 94309. T: 650-725-0080; admin@stanfordcatholic.org; http://web.stanfordcatholic.org. Revs. Xavier Lavagetto, O.P.; Dominic Delay, O.P., Parochial Vicar; Robert Glynn, S.J., Parochial Vicar; Deacon John Kerrigan.
Catechesis Religious Program—xavierop@stanford.edu. Teresa Pliens, D.R.E. Students 61.

SUNNYVALE, SANTA CLARA CO.

1—**CHURCH OF THE RESURRECTION** (1963)

1399 Hollenbeck Ave., Sunnyvale, 94087. T: 408-245-5554; maryclare@resparish.org; www.resparish.net. Mailing Address: 725 Cascade Dr., Sunnyvale, 94087. Revs. John Doanh Phong Nguyen, S.J.; Arthur Yabes, S.V.D., Parochial Vicar; Andrzej Salapanta, In Res.; Deacon Michael Haas.
School—Church of the Resurrection Elementary School, A Drexel School, (Grades PreSchool-8), 1395 Hollenbeck Ave., Sunnyvale, 94087. T: 408-245-4571; marie.reid@rescatholicchool.org; school@rescatholicchool.org; http://rescatholicchool.org/. Jacqueline T. Wright, Prin. Teachers (Lay) 11; Students 192.
Catechesis Religious Program—Kathy Bohac, D.R.E. Students 55.

2—**ST. CYPRIAN** (1961)

195 Leota Ave., Sunnyvale, 94086. T: 408-739-8506; info@saintcyprian.org; www.saintcyprian.org. Mailing Address: 1133 W. Washington Ave., Sunnyvale, 94086. Rev. Vincent Pineda; Deacon Robert LaSalle-Klein.
Catechesis Religious Program—info@stcyprian.org. Alde Vera, D.R.E. Students 57.

3—**ST. MARTIN** (1916)

590 Central Ave., Sunnyvale, 94086. T: 408-736-3725; stmartinparishav@yahoo.com; www.smadjs.org. Mailing Address: 593 Central Ave., Sunnyvale, 94086. Revs. Roberto Gomez; Peter Luc The Phan, Parochial Vicar; Deacon Dung Quoc Tran.
Catechesis Religious Program—593 Central Ave., Sunnyvale, 94086. T: 408-736-3725; nancy.cordova@dsj.org. Nancy Cordova, Dir. Faith Formation. Students 140.

Chaplains of Public Institutions

SAN JOSE Catholic Scouting Inst. Paul A. Soukup, S.J., T: 408-554-4124.
Detention Ministry for Juveniles. Rev. Truyen Nguyen, T: 408-983-0134.
Notre Dame Club of San Jose/Silicon Valley. Rev. Brendan McGuire, V.G.

O'Connor Hospital. Revs. Paul-Cuong Phan, Chap., Randy S. Valenton, Chap.
Santa Clara County Jail. Rev. Daniel C. Urcia, Ed.D.
Santa Clara County Women's Facility. Leland Campbell.

Santa Clara Valley Medical Center. Revs. Kevin Ballard, S.J., Paul-Cuong Phan, Chap., Randy S. Valenton, Sr. Donna Marie Moses, O.P.

STANFORD. Stanford Medical Center. Rev. Samuel

Oppong, CSSp.
Regional Medical Center. Rev. Martin Chukwunenye Ezeador, (Nigeria) Chap.
Vietnamese Eucharist Youth. Rev. Truyen Nguyen.

Special Assignment:

Rev. Msgr.—
Manrique, Wilfredo S., J.C.L., V.C., Vicar for Clergy
Very Rev.—
Dinh, Hao, V.G., Vicar General & Chancellor
Revs.—

Benedict, Joseph, S.T.D., Dir. Ongoing Formation of Clergy
Bueza, Ritchie S., Dir. Vocations & Vicar Filipino Min.

Carson, Michael, Assoc. Dir. for Native American Affairs, USCCB, Washington, DC
Ezeador, Martin Chukwunenye, (Nigeria) Hospital Min.

Fernandez, Jeff, Interim Dir. of Liturgy
Hayes, Robert E., J.C.L., Judicial Vicariate, Defender of the Bond
Ligt, Andres C., J.C.D., Judicial Vicar
Mancuso, Anthony, Chap., St. Francis High School & Vicar for Priests

Menchaca, Gerardo, Vicar for Evangelization
Nguyen, Andrew C., Dir. Vocations
Nguyen, Truyen, Chap. Detention Ministry for Juveniles & Santa Clara County Jail; & Assoc. Dir. Youth and Young Adult Ministry
Okafor, James, (Nigeria) Chap., Archbishop Mitty High School

Orzi, Ernesto, Vicar for Hispanic Ministry
Pedigo, Jon, S.T.L., Dir. Advocacy and Community Engagement, Catholic Charities
Phan, Paul-Cuong, Vicar for Vietnamese Ministry & Hospital Ministry
Rubbio, Jose, S.T.D., (Retired), Dir. Ecumenical & Interreligious Affairs & Delegate Eastern Rite Churches

Salapanta, Andrzej, Adjutant Priest & Confessor
Sanvicente, Noel, J.C.D., Adjutant Judicial Vicar, Judicial Vicariate
Urcia, Daniel C., Ed.D., Dir. Life, Justice, and Peace
Valenton, Randy S., Hospital Ministry
Vanthu, Joseph N., Dir. Vietnamese Catholic Center, (Retired).

Fidei Donum:

Rev.—
Mercer, David, (Retired), Mission Work, Diocese of Las Cruces.

On Duty Outside the Diocese:

Revs.—
Carson, Michael, Assoc. Dir. Native American Affairs, USCCB
Mercer, David, (Retired), Mission Work, Diocese of Las Cruces.

On Leave of Absence:

Rev. Msgr.—
Nguyen, Hien Minh, J.C.D.
Revs.—

Abrego, Martin
Arnore, Alan
Benas, Randy
Hernandez, Enrico
Rojas, Roberto
Segovia, Normandy
Seimas, Peter.

Retired:

Most Rev.—
McGrath, Patrick J., D.D., J.C.D., (Retired)

Rev. Msgrs.—
Andre, Ludwig, (Retired)
Browne, J. Patrick, (Retired)
Coleman, John, (Retired)
Do, Dominic Dinh, (Retired)
Gutierrez, Jeronimo, (Retired)
Koo, Matthew, (Retired)
Larkin, Alexander C., (Retired)
Mitchell, Michael J., (Retired)
O'Donnell, Eugene P., (Retired)
Perata, Stephen, (Retired)
Sandensfeld, John, (Retired)
Sullivan, Terrence J., (Retired)

Revs.—
Bonsor, Jack, (Retired)

CATHOLIC CHURCH IN THE U.S.

1303

SAN JOSE IN CALIFORNIA (SJ)

Brocato, Robert S., (Retired)
Brown, Steven P., (Retired)
Burns, Michael J., (Retired)
Derry, Daniel, (Retired)
Duong, Paul, (Retired)
Genis, Thierry, (Retired)
Hendel, Lawrence, (Retired)
Hester, John, (Retired)
James, V. Warwick, (Retired)
Joyce, Kevin P., (Retired)
Kilcoyne, Patrick, (Retired)
Lagattuta, Enzie, (Retired)
LaRocca, Jack, (Retired)
Leger, G. Robert, (Retired)
Leininger, William, (Retired)
Lopez, Abel, J.C.L., (Retired)
Mancha, George, (Retired)
Manding, Benito O., (Retired)
McMahon, Walter M., (Retired)
Meyer, David, (Retired)
Moran, Robert, (Retired)
Morgan, W. Donald, (Retired)
Neary, Mark, (Retired)
Perrell, Lawrence, (Retired)
Rich, Joseph, (Retired)
Royston, Basil G. D. Min., (Retired)
Rubio, Jose, S.T.D., (Retired)
Samy, Ed., (Retired)

Saso, Michael, (Retired)
Segovia, Norman, (Retired)
Tabujara, Oscar, (Retired)
Tinh, Joseph Nguyen, (Retired)
Vanthu, Joseph N., (Retired)
Weisbeck, Paul, (Retired).

Permanent Deacons:

Aghayani, Willy, (Retired)
Allen, Pat, St. Mary, Gilroy
Alvarez, Joseph, (Retired)
Aquino, Juan, St. Catherine of Alexandria
Brambila, Armando, Our Lady of Guadalupe
Bugarin, Carl, St. Victor
Chu, Dinh, Our Lady of La Vang
Collins, Harry, (Retired)
Corbals, Charles, St. Nicholas and St. William
Catholic Parish
Flowers, Phillip, St. Catherine of Alexandria
Gans, Raymond, Holy Family
Garcia, Jamie, Residence Outside the Diocese
Haas, Michael, Church of the Resurrection
Haeckel, Eric, St. Catherine of Alexandria
Hansen, Ronald, St. Joseph of Cupertino
Hernandez, Daniel, St. Thomas Aquinas
Herrem, Steven, Santa Teresa
Ho, Joseph Nhut, (Retired)

Hoang, Joseph The, Our Lady of Refuge; Catholic
Charities
Huynh, Joseph N., (Retired)
Kerrigan, John, Catholic Comm. at Stanford
LaSalle-Klein, Robert, St. Cyprian
Le, Tho, Our Lady of La Vang
Malone, Robert, Leave of Absence
Mancilla, Leonel, St. Athanasius
McCarty, Philip, St. Leo the Great
McKenna, Brian, (Retired)
Mendoza, Raul, St. John Vianney
Noack, Richard, St. Christopher
Nojadera, Bernard V., USCCB, Washington, DC
Offorjebe, Sunny, St. Francis of Assisi
Ortiz, Gregorio, Cathedral Basilica of St. Joseph
Pham, Anthony, Restorative Justice, Liturgical
Min., St. Maria Goretti
Sifferman, Donald, Sacred Heart, Saratoga;
Children's Hospital, Stanford
Sobczyk, Andrzej, St. Francis of Assisi
Solorio, Ruben, Most Holy Trinity
Tran, Dung Quoc, Most Holy Trinity, Vietnamese
Catholic Center
Vu, John, St. Elizabeth
Vu, John Hien, St. Elizabeth
Zorio, Bruce, (Retired)

INSTITUTIONS LOCATED IN DIOCESE

[A] SHRINES

SANTA CLARA. *Shrine of Our Lady of Peace*, 2800
Mission College Blvd., Santa Clara, 95054.
T: 408-988-4585; F: 408-988-0679;
info@olop-shrine.org. Rev. Brian Dinkel, I.V.E.,
Dir.
Our Lady of Peace Gift Shop, T: 408-980-9825;
F: 408-988-2488.

[B] COLLEGES AND UNIVERSITIES

SANTA CLARA. *Santa Clara University*, 500 El Camino
Real, Santa Clara, 95053-0001. T: 408-554-4000,
T: 408-554-4100; F: 408-551-1799;
surveyrequests@scu.edu; www.scu.edu. Rev. Kevin
O'Brien, S.J., Pres.; Michael Crowley, Vice Pres.,
Finance & Admin.; Eva Blanco Masias, Vice Pres.,
Enrollment; James Lyons, Vice Pres., Univ. Rela-
tions; Robert Owen, CIO; Molly McDonald, Chief of
Staff; John Ottoboni, COO & Senior Legal Counsel;
Lisa Kloppenburger, Provost & Vice Pres., Academic
Affairs; Rev. Joseph Mueller, S.J., Dean, Jesuit
School of Theology; Dr. Sabrina Zirkel, Dean,
School of Ed. & Counseling Psychology; Daniel
Press, Dean, Arts & Sciences; Renee Baumgartner,
Athletics Dir.; Don Heider, Exec. Dir., Markkula
Center for Applied Ethics; Reva. John R. Treacy,
S.J., Univ. Relations Chap.; William J. Rewak,
S.J., Chancellor Emeritus; Naren Agrawal, Interim
Dean, Business; Bridget Colbert, Interim General
Counsel; Brigit Helms, Exec. Dir., Miller Center
for Social Entrepreneurship; Jeanne Rosenberger,
Vice Provost, Student Life; Margaret Russell,
Assoc. Provost, Diversity & Inclusion. Teachers
(Lay) 576; Scholastics 1; Students 8,616; Teachers
(Priests) 17; Teachers (Brothers) 1.
Jesuit School of Theology of Santa Clara University
(Society of Jesus) 1735 Le Roy Ave., Berkeley,
94709. T: 510-549-5013; jnullen@scu.edu. Alison
Benders, Dean. A graduate school of Santa Clara
University, located in Berkeley, CA. (Please see
the Diocese of Oakland for full listing); Mission
Santa Clara. Founded in 1777. University estab-
lished in 1851 and chartered by the State in 1855.
Teachers (Lay) 529.

Jesuit Community, 500 El Camino Real, Santa
Clara, 95053-1600. T: 408-554-4124;
F: 408-554-4795; jblaettler@scu.edu;
www.scu.edu/scujesuits. Revs. Arthur F.
Liebscher, S.J., Rector; Samuel P. Bellino, S.J.;
James R. Blaettler, S.J.; Constant Boason, S.J.;
Luis F. Calero, S.J.; Mark Fusco, S.J.; Andrew J.
Garavel, S.J.; Paul P. Mariani, S.J.; John P. Mossi,
S.J.; Alfred E. Naucke, S.J.; Thao N. Nguyen, S.J.;
Peter G. Pabst, S.J.; Dennis R. Farnell, S.J.; Wil-
liam J. Rewak, S.J.; Robert W. Scholla, S.J.; Den-
nis C. Smolarski, S.J.; Paul A. Soukup, S.J.;
Salvatore A. Tassone, S.J.; Maria Joseph Israel,
S.J.; Gerald Robinson, S.J.; J. Kevin Waters, S.J.;
Kevin O'Brien, S.J.; Kyle Shinseki, S.J.; Dat Tran,
S.J.; Edward S. Fawcett, S.J.; Bro. Mr. Thomas C.
Bracco, S.J.; Mr. Anthony Cortese, S.J.; Barbara J.
Murray, Librarian
Jesuit Community at Santa Clara University, Inc.
Brothers 1; Priests 26.

[C] HIGH SCHOOLS, DIOCESAN

SAN JOSE. *Archbishop Mitty High School* (Coad) 5000
Mitty Ave., 95129. T: 408-252-6610;
www.mitty.com. Kate Caputo, Prin.; Latanya Nai-

lah, Pres. Teachers (Lay) 120; Students 1,775;
Teachers (Priests) 1.

[D] HIGH SCHOOLS, PRIVATE

SAN JOSE. *Bellarmino College Preparatory*, 960 W.
Hedding St., 95126. T: 408-294-9224;
F: 408-294-1894; tdelcarlo@bcp.org; www.bcp.org.
Kristina Luscher, Prin.; Chris Meyercord, Pres.;
Rev. Gerald T. Wade, S.J., Chancellor; Tana Per-
tin, Librarian; Reva. Mario J. Prietto, S.J., Supr. &
Contact; Richard E. Cobb, S.J.; Michael Moudie,
S.J.; Robert J. Shinnery, S.J.; Must Rev. Carlos A.
Sevilla, S.J. Society of Jesus. Teachers (Lay) 112;
Students 1,640; Teachers (Priests) 2.
**Cristo Rey San Jose High School*, 1389 E. Santa
Clara St., 95116. T: 408-293-0425; F: 408-293-5607
; peter.pabst@cristoreysj.org;
www.cristoreysj.org. Dr. Margaret Higgins,
Pres.; Rev. Peter G. Pabst, S.J., Chancellor; Joe
Dazals Albers, Prin. Society of Jesus Teachers
(Lay) 26; Students 470.
Notre Dame High School, 596 S. Second St., 95112.
T: 408-294-1113; F: 408-293-9779;
mhriley@ndsj.org; www.ndsj.org. Mary Beth Riley,
Prin.; Amy Huang, Dir. Digital Learning & Resour-
ces. Sisters of Notre Dame de Namur. Teachers
(Lay) 56; Students 662.
Presentation High School, 2281 Plummer Ave.,
95125. T: 408-264-1664; F: 408-264-2043;
kgorgiev@presentationhs.org;
www.presentationhs.org. Rev. Rick Rodoni, Chap.;
Mrs. Katherine Georgiev, Prin. Sisters of the Pre-
sentation. Teachers (Lay) 51; Students 708.
MORGAN HILL. *Saint John XXIII College Prep*, 2350
Winchester Blvd., Campbell, 95008-4098.
T: 408-378-2464; steve.kim@ndsj.org. Rev. Steve
Kim, Contact Person.
MOUNTAIN VIEW. *Saint Francis High School*, 1885
Miramonte Ave., Mountain View, 94040.
T: 650-968-1213; F: 650-968-3241;
dianewilson@sfrhs.com; www.sfrhs.com. Rev. An-
thony J. Mancuso, Ed.D., Chap.; Mr. Simon Raines,
Admin.; Ann Lane, Librarian; Jason Curtis, Pres.;
Katie Teckell, Prin. Brothers of Holy Cross. Teach-
ers (Lay) 107; Students 1,758; Teachers (Priests) 1.

[E] MIDDLE SCHOOLS, PRIVATE

SAN JOSE. *Sacred Heart Nativity School*, (Grades 6-8),
310 Edwards, 95110. T: 408-993-1293;
F: 408-993-0675; rsolorio@shnativity.org;
www.shnativity.org. Lorraine Shephard, Prin.;
Deacon Ruben Solorio, Pres. Teachers (Lay) 6; Stu-
dents 81.
CAMPBELL. *Canyon Heights Academy, Inc.*, (Grades
PreSchool-8), 775 Waldo Rd., Campbell, 95008.
T: 408-370-6727; mrichardson@chamail.net;
www.canyonheightsacademy.com. Margaret
Richardson, Ed.D., Head of School; Fr. Anthony
Sortino, Chap. Teachers (Lay) 20; Students 205.

[F] CATHOLIC CHARITIES OF THE DIOCESE
OF SAN JOSE

SAN JOSE. *Catholic Charities of Santa Clara County*
Services Divisions: Advocacy & Community
Engagement; Behavioral Health Svcs.; Children,
Youth & Family Devel., Economic Devel. Svcs.;
Emergency Programs & Housing Svcs.; Refugee
Svcs. 2625 Zanker Rd., 95134. T: 408-468-0100;
F: 408-944-0275; info@catholiccharitiesscc.org
www.catholiccharitiesscc.org. Michael Mancini,

Dir.; Louise Aryapour, CFO; Gregory R. Keplerle,
CEO; Susan Lucas-Taylor, CDO. Sara Reyes, Sr.
Div. Dir. Children, Youth & Family Devel.; Brady
Umfleet, Div. Dir. Behavioral Health Svcs.; Can-
dace Chen, Div. Dir. Refugee Foster Care; Lindsay
Caldwell, Div. Dir. Emergency Progs. & Housing
Svcs.; Rev. Jon Pedigo, S.T.L., Div. Dir. Advocacy
& Community Engagement; Caroline Ocampo, Dir.
Communications & Public Affairs. Tot Asst. Annu-
ally 40,000; Total Staff 544.
Advocacy & Community Engagement, 2625 Zanker
Rd., 95134. T: 408-468-0100;
info@catholiccharitiesscc.org. Rev. Jon Pedigo,
S.T.L., Dir.
Handicapped, T: 408-468-0100.
Parish Partnerships, T: 408-468-1011.
Step Up Silicon Valley, T: 408-468-0100.
Volunteers, T: 408-468-0100.
Behavioral Health Services, 2625 Zanker Rd., 95134.
T: 408-468-0100; info@catholiccharitiesscc.org.
Older Adult Wellness Center, T: 408-468-0100.
Restorative Justice Center, T: 408-468-0100.
Youth & Family Wellness Center, T: 408-468-0100.
Children, Youth & Family Development, 2625
Zanker Rd., 95134. T: 408-468-0100;
info@catholiccharitiesscc.org.
Adult Day Care Services, 2625 Zanker Rd., 95134.
T: 408-468-0100.
Bridges of Hope, T: 408-468-0100.
CORAL (Communities Organizing Resources to
Advance Learning), T: 408-283-6150.
Family Resource Centers, T: 408-468-0100.
Franklin McKinley's Children's Initiative,
T: 408-283-6150.
Long Term Care Ombudsman, T: 408-944-0567.
Probation Gang Resistance & Intervention Program,
T: 408-468-0100.
Senior Community Services, T: 408-468-0100.
Washington United Youth Center, T: 408-938-6731.
Youth Empowerment for Success, T: 408-283-6150.
Economic Development Services, 2625 Zanker Rd.,
95134. T: 408-468-0100;
info@catholiccharitiesscc.org. Michael Mancini,
Dir.
Car Donation, T: 866-565-5912.
Disaster Recovery Services, T: 408-468-0100.
Employment Services, T: 408-468-0100.
Home Care Aide Certification & Placement Services,
T: 408-468-0100.
Immigration Legal Services, T: 408-468-0100.
Refugee & Immigration Integration,
T: 408-468-0100.
Responsible Landlord English Initiative,
T: 408-283-6150.
Emergency Program & Housing Services, 2625
Zanker Rd., 95134. T: 408-468-0100;
info@catholiccharitiesscc.org. Lindsey Caldwell,
Dir.
Housing Sharing, T: 408-468-0100.
Supportive Housing Services, T: 408-468-0100.
Refugee Services, 2625 Zanker Rd., 95134.
T: 408-468-0100; info@catholiccharitiesscc.org.
Refugee Resettlement, T: 408-468-0100.
Refugee Foster Care, T: 408-468-0100.

[G] HOTEL, SENIOR CITIZENS RESIDENCE
SAN JOSE. *Giovanni Center, Inc.*, 85 S. Fifth St., 95112.
T: 408-288-7436; F: 408-288-7264;
jeannedarc@jwc.net Joshua Fass, Property Mgr.
A California nonprofit charitable, public-benefit,

SAN JOSE IN CALIFORNIA (Sj)

1304

CATHOLIC CHURCH IN THE U.S.

housing project for low-income elderly. Sponsored by the Roman Catholic Bishop of San Jose, a corporation sole. Tot Asst. Annually 36; Total Staff 12.
Jeane d'Arc Manor, 85 S. Fifth St., 95112.
T: 408-288-7421; F: 408-288-7264;
jeanedarc@sjco.net. Joshua Fasa, Property Mgr.
Housing project for low-income elderly and disabled. Sponsored by the Roman Catholic Bishop of San Jose, a Corporation Sole. Tot Asst. Annually 107; Total Staff 12.

[H] HOMES FOR THE AGED

MOUNTAIN VIEW. Villa Siena, 1855 Miramonte Ave., Mountain View, 94040. T: 650-961-6484; F: 650-961-6254; cbernard@villa-siena.org;
www.villa-siena.org. Mrs. Corine Bernard, Exec. Dir. Daughters of Charity of St. Vincent de Paul Residential Care and Skilled Nursing Facility. Tot Asst. Annually 160; Total Staff 90.

[I] RETREATS

LOS ALTOS. Jesuit Retreat Center of Los Altos, 300 Manresa Way, Los Altos, 94022. T: 650-917-4080; www.jrclosaltos.org. Revs. Kevin Leidich, S.J., Supr.; Robert J. Fabing, S.J., Dir.; Chi V. Ngo, S.J., Dir.; Andrew Rodriguez, S.J., Pastoral Min/Coord.; Robert Glynn, S.J., In Res.; John Auther, S.J., Pastoral Min/Coord.; Marc P. Valadan, S.J., Prof.

[J] MONASTERIES AND RESIDENCES OF PRIESTS AND BROTHERS

SAN JOSE. Carmelite Monastery, Novitiate, P.O. Box 3420, 95156-3420. T: 408-251-1361; www.sanjosecarmelite.com. 12455 Clayton Rd., 95127. Revs. Thomas Reeves, O.C.D., Prior; James Geoghegan, O.C.D.; Patrick Sugrue, O.C.D.; Paul Koenig, O.C.D.; Matthias Lambrecht, O.C.D.; Bro. Roger Larre, O.C.D.; Rev. Charles Nawodylo, O.C.D.; Bro. Dustin Vu, O.C.D. Brothers 2; Priests 6.

CUPERTINO. The Marianist Center, 22683 Alameda Rd., Cupertino, 95014. T: 408-207-4800; F: 408-255-9006; somerville1@gmail.com. Bro. John Somerville, S.M., Dir.; Revs. Robert Hackel, S.M.; Joseph Hartzler, S.M.; Robert Hughes, S.M.; Raymond Malley, S.M.; John Putka, S.M.; Stephen Tutas, S.M.; Bros. William Bolts, S.M.; Howard Hughes, S.M.; James Leahy, S.M.; Stanley Murakami, S.M.; John Schlund, S.M.; Ed Shiras, S.M.; Frank Spaeth, S.M.; Vincent Wayer, S.M.; Robert Juennemann, S.M.; Thomas Spring, S.M. (Retired).
Marianist Center, Brothers 11; Priests 6. The Alameda House, 22683 Alameda Rd., Cupertino, 95014-3903. T: 408-207-4808; F: 408-255-9006; somerville1@gmail.com. Bro. Jack Somerville, Dir. *The Bordeaux House*, 22655 Alameda Rd., Cupertino, 95014. T: 408-207-4800; F: 408-255-9006; somerville1@gmail.com. Bro. Vincent Wayer, S.M. Living In Other Residences: Bro. Robert Juennemann, S.M., Avila House, 618 Crestmoor Dr., 95129. T: 408-861-0560.

LOS ALTOS. Maryknoll, 23000 Cristo Rey Dr., Los Altos, 94024. T: 650-388-4342; F: 650-386-4377; lealtus@maryknoll.org; www.maryknollsociety.org. Revs. Robert Jalbert, M.M., Dir.; William M. Boteler, M.M., (Retired); Robert J. Carleton, M.M.; Marvin Deutsch, M.M.; Joseph Hermes, M.M.; Thomas Marti, M.M.; Bryce Nishimura, M.M.; Philip F. Sheerin, M.M.; John Solis, M.M.; Peter Ruggere, M.M.; Bros. Edward Redmond, M.M.; Leo V. Shedy, M.M.; Revs. James McAuley, M.M.; James R. Jackson, M.M.; Michael Gould, M.M.; James Conard, M.M.; Stephen Judd, M.M., (Retired). Maryknoll Residence for Priests and Brothers. Brothers 2; Priests 15.

LOS GATOS. USA West Province, Society of Jesus, 300 College Ave., Los Gatos, 95030-7009. T: 503-226-6977; F: 503-228-6741;

uweprovince@jesuits.org; www.jesuitswest.org. P.O. Box 519, Los Gatos, 95031-0519. Very Rev. Scott Santarosa, S.J., Prov.; Revs. Alfred E. Naucke, S.J., Prov. Sec.; Michael Bayard, S.J., Asst. for Mission Integration & Spiritual Min.; Christopher Weekly, S.J., Asst. for Pastoral Ministries; Theodore Gabrielli, S.J., Asst. for International Ministries; Michael Gilson, S.J., Socius; Anthony E. Sholander, S.J., Delegate for Form.; Ignatius Ohno, S.J., Delegate for Sr. Jesuits; Edward S. Fassett, S.J., Treas.; Robert R. Ballecer, S.J.; Thomas J. Carroll, S.J.; Joseph V. Dao, S.J.; Roberto Carlos Duran, S.J.; Mr. Thomas J. Flowers, S.J.; Fred J. Green, S.J.; Robert B. Grimaldi, S.J.; Scott M. Lewis, S.J.; John J. McLain, S.J.; Bartholomew J. Murphy, S.J.; Wafik H. Nasry, S.J.; Mark A. Ravizza, S.J.; Richard J. Schneek, S.J.; Thomas P. Sherman, S.J.; Peter K. Siu, S.J.; Thomas H. Smolich, S.J.; Daniel T. Spotswood, S.J.; William R. O'Neill, S.J.; Stephanus Hendrianto, S.J.

USA West Province, Society of Jesus; Society of Jesus, Oregon Province, Portland, OR; The Pioneer

Educational Society, Spokane, WA; Montana Catholic Missions, S.J.; The Society of Jesus, Alaska; Jesuit Seminary Association; California Jesuit Missionaries; Our Lady of the Oaks dba Jesuit Retreat Center of the Sierra. Brothers 23; Priests 379.

Sacred Heart Jesuit Center, Provincial Office, P.O. Box 128, Los Gatos, 95031-0128. T: 408-884-1700; F: 408-884-1701; jprivet@jesuits.org. Revs. John Privett, S.J., Supr.; Richard Case, S.J., Supr.; John M. Martin, S.J., Treas.; Denis Collins, S.J., Retreat Dir.; Joseph J. Fice, S.J., Retreat and Spiritual Dir.; Thomas G. Allender, S.J.; Joseph T. Angilella, S.J.; Kenneth Baker, S.J.; Paul Bernadicon, S.J.; E. Louis Bishop, S.J.; Peter Burns, S.J.; Bernard J. Bush, S.J.; George A. Carroll, S.J.; Thomas Connolly, S.J.; James Conyard, S.J.; Michael Cook, S.J.; George J. Dumaiz, S.J.; Robert James Egan, S.J.; James W. Felt, S.J.; L. Paul Fitterer, S.J.; John F. Foster, S.J.; Thomas Gallagher, S.J.; Reynold J. Gatto, S.J.; Gerald Gordon, S.J.; Albert Grosskopf, S.J.; Leo J. Hombach, S.J.; James R. Laudwein, S.J.; Jerold W. Lindner, S.J.; Andrew Maddock, S.J.; Terrence L. Mahan, S.J.; Ernest R. Martinez, S.J.; Robert B. Mathewson, S.J.; Joseph W. Morris, S.J.; Charles R. Olsen, S.J.; Louis A. Peinado, S.J.; Charles Peterson, S.J.; Thomas G. Piquado, S.J.; L. Michael Pope, S.J.; J. Daniel Powers, S.J.; Jamie J. Rasura, S.J.; Thomas J. Kelley, S.J.; John Ridgway, S.J.; Anastacio S. Rivera, S.J.; Lawrence Robinson, S.J.; Richard Rolfs, S.J.; Francis R. Smith, S.J.; Thomas E. Splain, S.J.; Patrick Stewart, S.J.; Peter J. Togni, S.J.; Bernard Tyrrell, S.J.; Gary Uhlenkott, S.J.; Anthony P. Via, S.J.; Silvano P. Votto, S.J.; Carlton E. Whitten, S.J.; Thomas G. Williams, S.J.; Bros. Michael Bennett, S.J.; Justin A. DeChance, S.J.; William C. Farrington, S.J.; John E. Keck, S.J.; Thomas Koller, S.J.; James Lee, S.J.; Frederick Mercy, S.J.; Charles J. Onorato, S.J.; Daniel J. Peterson, S.J.; Theodore C. Rohrer, S.J.; Rev. James Schaukowitch, S.J.; Rev. Donald Sharp, S.J.; Revs. Charles Phipps, S.J.; Michael Pastizzo, S.J.; Joseph McGowan, S.J.; Laurence Gonley, S.J.; Frank Case, S.J.; James Keene, S.J.; David F. Klein, S.J.; David Leigh, S.J.; Richard Perry, S.J.; Patrick Reuse, S.J.; Russell J. Roide, S.J.; Bro. David Thomas, S.J.; Revs. Robert Walsh, S.J.; Robert Welch, S.J.

USA West Province of the Society of Jesus dba Sacred Heart Jesuit Center Brothers 11; Priests 70.

SANTA CLARA. Casa San Inigo, Jesuit Residence, 1075 Benton St., Santa Clara, 95050-4801. T: 408-642-1406; ctiley@jesuits.org. Revs. Charles J. Tilley, S.J., Community Coord.; Samuel P. Belino, S.J.; Peter G. Pabst, S.J.; Bro. Jeffrey R. Allen, S.J. Brothers 1; Priests 3.

The Institute of the Incarnate Word (IWE), 2800 Mission College Blvd., Santa Clara, 95054. T: 408-988-4585; brian.dinkel@dsj.org. Revs. Brian Dinkel, I.V.E.; Jonathan Yu Dunlap, I.V.E.; William Montalvo, I.V.E., Parochial Vicar; Thomas Paul Steinke, I.V.E., Parochial Vicar. Priests 4.

Jesuit Community Please see listing under Santa Clara University, located under Colleges and Universities. 500 El Camino Real, Santa Clara, 95053. T: 408-554-4124; F: 408-554-4795; jblaettler@jesuits.org. Rev. James R. Blaettler, S.J., Min. to Jesuit Community. Brothers 1; Priests 28.

[K] CONVENTS AND RESIDENCES FOR SISTERS

SAN JOSE. Community of the Holy Spirit, 1275 Naglee Ave., 95126. T: 408-275-1710. Sr. Jolene M. Schmitz, C.H.S., Contact. Sisters 1.

Daughters of Charity of St. Vincent de Paul, O'Connor Sisters Home, 350 O'Connor Dr., 95128. T: 408-862-9377; srmrandall@doc1633.org. Sr. Julie Kubasak, D.C., Prov. Sisters 4.

Eucharistic Missionaries of the Most Holy Trinity, 815 S. Daniel Way, 95128. T: 408-243-3157; giselamesa@hotmail.com. Mother Maria Gisela N. Enriquez, M.E.S.S.T., Contact Person. Sisters 4.

La Salle Sisters, 3867 Silver Creek Rd., 95121-1969. T: 408-238-9351; anhoanls@gmail.com; atdo@esu.edu; thelallsisters.org. 248 Kirk Ave., 95127. Sisters Thuha Nguyen, L.S.S., Y.M.; Anhloan Do, L.S.S., Supr.; Olivia Thanh Vu, L.S.S., Sec.; Magdalene BachTuyet Nguyen, L.S.S., Librarian; Theresa Thu Ha Nguyen, L.S.S., Treasurer; Bich Van Nguyen, L.S.S., Pastoral Min/Coord.; Ca Do, L.S.S., Liturgy Dir. Sisters 15.

Quinhon Missionary Sisters of the Holy Cross, 368 Neilson Ct., 95111. T: 408-362-9719; catherinepdang@yahoo.com; www.mtgng.org. Sr. Catherine Phuong Dang, L.H.C., Supr. Sisters 11.

Sisters of Mercy of America (Burlington), 1600 Petersen Ave., #40, 95129. T: 408-500-5441; F: 408-550-9983; eloroso@global.net. Sr. Laura Reicks, Regional Prox. Sisters 2.

CUPERTINO. Blessed Virgin Missionaries of Carmel (B.V.M.C.), 10130 N. De Anza Blvd., Cupertino,

95014. T: 408-257-1022; srkristine2010@gmail.com. Sr. Kristine Japitana, Local Contact. Sisters 3.

LOS ALTOS HILLS. Daughters of Charity of St. Vincent de Paul, Saton Provincialate, 26000 Altamont Rd., Los Altos Hills, 94022. T: 650-941-4490; F: 650-949-8883; srkubasak@doc1633.org; www.daughtersofcharity.com. Sr. Julie Kubasak, D.C., Prov. Sisters 45.

Immaculate Heart Monastery of the Poor Clares, 28210 Natoma Rd., Los Altos Hills, 94022-3220. T: 650-948-2947; www.poorclareslosaltos.org.

MOTHER MAURA HEINEN, P.C.C., Abbess. Sisters 24.

LOS GATOS. Sisters of the Holy Names of Jesus & Mary, P.O. Box 907, Los Gatos, 95031-0907.

nclemmons@snjmunson.org;
www.snjmunson.org. Sisters Maureen Delaney, S.N.J.M., Prov. Supr. & Contact; Mary Breiling, S.N.J.M., Leadership Team; Guadalupe Guajardo, S.N.J.M., Leadership Team; Margaret Kennedy, S.N.J.M., Leadership Team; Rita Kohos, S.N.J.M., Leadership Team. Sisters of the Holy Names of Jesus and Mary US-Ontario Province. Other sisters reside in communities in Campbell, San Jose, Saratoga, and Sunnyvale. Sisters 115.

MILPITAS. The Congregation of the Augustinian Recollect Sisters in California, 307 Moretti Ln., Milpitas, 95035. T: 408-262-3536; T: 408-416-7501; marcegon@sjhs.org; www.augustinianrecollect.org.ph. Myrna Arcegon Sr., Supr. Sisters 3.

SANTA CLARA. Carmelite Monastery of the Infant Jesus, Discaled Carmelite Nuns, 1000 Lincoln St., Santa Clara, 95050. T: 408-296-8412; F: 408-248-4846; santadaracarmel@sbglobal.net; www.members.aol.com/santadaracarmel. Sr. Irene of Jesus and Mary, O.C.D., Prioress. Sisters 8.

Institute of the Servants of the Lord and the Virgin of Fatima, 2800 Mission College Blvd., Santa Clara, 95054. T: 669-208-3450;

courladyofpeace@servidors.org;

www.ssvmsa.org. Sisters 9.

Sisters of Charity of the Blessed Virgin Mary, 1220 Tasman Dr. #571, Sunnyvale, 94089.

T: 408-220-5150; www.bvmcong.org. Sr. Marilyn Wilson, B.V.M., Contact Person. Sisters 4.

SARATOGA. Dominican Sisters of St. Catherine of Siena, 14735 Aloha Ave., Saratoga, 95070.

T: 408-898-3967; sasnysdemp@aol.com. Sr. Susan Snyder, O.P., Prioress.

[L] MISCELLANEOUS LISTINGS

SAN JOSE. Alexian Brothers of San Jose, Inc., c/o 1150 N. First St., Ste. 100, 95112. Mailing Address: c/o CT Corporation, 818 W. Seventh St., Ste. 930, Los Angeles, 90017.

Caritas Housing Corporation, 1400 Parkmoor Ave., Ste. 190, 95126. T: 408-550-8300; F: 408-550-8339; info@charitieshousing.org;

www.charitieshousing.org. Dan Wu, Exec. Dir.

The Catholic Community Foundation of Santa Clara County, 777 N. First St., Ste. 490, 95112.

T: 408-995-5219; F: 408-995-5865; info@ccfsc.org;

www.ccfsc.org. Mary Quilici Amack, Exec. Dir.

Charities Housing Development Corporation of Santa Clara County, 1400 Parkmoor Ave., Ste. 190,

95126. T: 408-550-8300; F: 408-550-8339; info@charitieshousing.org;

www.charitieshousing.org. Dan Wu, Exec. Dir.

Christ Child Society of San Jose, 19825 Oakhaven Dr., Saratoga, 95070. T: 408-446-5522;

2parkersnp@sbglobal.net. Pamela Parker, Pres.

Hope Charities Housing Corporation, 1400 Parkmoor Ave., Ste. 190, 95126. T: 408-550-8300;

F: 408-550-8339; info@charitieshousing.org;

www.charitieshousing.org. Dan Wu, Exec. Dir.

St. Joseph Financial Services (2018) 1400 E. Angela Blvd. #175, South Bend, IN 46617.

T: 219-779-7505; www.stjfs.org. Mr. Jonathan Boulos, CEO.

**La Salle Community Center*, 248 Kirk Ave., 95127-2220. T: 408-684-4701; T: 408-708-4139;

anhloanls@gmail.com; bichvanls@yahoo.com;

www.thelallsisters.org. Sisters Bich Van Nguyen, L.S.S., B.A., Dir.; Ca Do, L.S.S., Admin.; Anhloan Do, L.S.S., Chm.

Roman Catholic Seminary Corporation of San Jose, 1150 N. First St., Ste. 100, 95112.

brian.nooney@dsj.org. Very Rev. Hao Dinh, V.G., V.P.

San Antonio Charities, 1400 Parkmoor Ave., Ste. 190, 95126. T: 408-550-8300; F: 408-550-8339;

info@charitieshousing.org;

www.charitieshousing.org. Dan Wu, Exec. Dir.

San Jose Cathedral Foundation (A nonprofit, charitable, public-benefit California corporation.) 80 S. Market St., 95113. T: 408-283-8100;

F: 408-283-8110; nina.tranchina@dsj.org;

www.stjosephcathedral.org. Rev. Joseph M. Benedict, S.T.D., Exec.

San Jose English Curisillo, P.O. Box 6648, 95150-6648. Mr. Chris Basanese, Lay Dir.

CATHOLIC CHURCH IN THE U.S.

1305

SAN JOSE IN CALIFORNIA (SJ)

SJSU Catholic Newman Center, 300 S. 10th St., 95112. T: 408-283-8100, Ext. 2219; Joseph.Benedict@dsj.org. Rev. Joseph M. Benedict, S.T.D., Dir.

Stoney Pine Charities Housing Corporation, 1400 Parkmoor Ave., Ste. 190, 95126. T: 408-550-8300; F: 408-550-8339; info@charitieshousing.org; www.charitieshousing.org. Dan Wu, Exec. Dir.

Sunset Charities Housing Corporation, 1400 Parkmoor Ave., Ste. 190, 95126. T: 408-550-8300; F: 408-550-8339; info@charitieshousing.org; www.charitieshousing.org. Dan Wu, Exec. Dir.

Vietnamese Catholic Center, 2849 S. White Rd., 95148. josephnguyen.vanthu@dsj.org; www.dsj.org. Rev. Joseph N. Vanthu, Dir., (Retired).

Vietnamese Youth and Culture Association, 1103 Maxey Ct., 95132. T: 408-926-4665; frerephong@gmail.com; www.lasan.org. Bros. Fortunat Phong, F.S.C., Dir.; Valery Nguyen Van An, F.S.C.; Cosmas Vu Van Tuan, F.S.C. Brothers of the Christian Schools (San Francisco Prov.). Students 100.

CUPERTINO. St. Joseph Cupertino Retirement Residence, 10130 N. DeAnza Blvd., Cupertino, 95014. T: 408-257-1022; F: 408-257-3272; michael.mitchell@dsj.org. Rev. Msgr. Michael J. Mitchell, Dir., (Retired).

EAST PALO ALTO. Rosalie Rendu Inc., 2345 Pulgas Ave., East Palo Alto, 94303-1320. T: 650-473-9522; F: 650-949-8868; F: 650-949-8864; jday@doc1633.org. Mailing Address: 26000 Altamont Rd., Los Altos Hills, 94022. Sr. Julie Kubasak, D.C., CEO.

LOS ALTOS. Jesuit Institute for Family Life, 30C Manresa Way, Los Altos, 94022. T: 650-948-4854; F: 650-948-0640; rfabing@jesuit.org; www.elretiro.org. Rev. Robert J. Fabing, S.J., Dir.

LOS ALTOS HILLS. Daughters of Charity Ministry Services Corporation, 26000 Altamont Rd., Los Altos Hills, 94022-4317. T: 650-949-8868; F: 650-949-8864; jday@doc1633.org. Sr. Julie Kubasak, D.C., Pres.

Ministry Services of the Daughters of Charity of St. Vincent de Paul, 26000 Altamont Rd., Los Altos Hills, 94022. T: 650-949-8868; jday@doc1633.org. Sr. Julie Kubasak, D.C., Pres.

Vincentian Marian Youth, 26000 Altamont Rd., Los Altos Hills, 94022. T: 650-941-4490; F: 650-949-8883; jday@doc1633.org. Sr. Julie Kubasak, D.C., Visitatrix.

LOS GATOS. California Jesuit Missionaries, P.O. Box 519, Los Gatos, 95031-0519. T: 408-884-1612; F: 408-884-1601; uweprovince@jesuits.org; www.jesuitswest.org. Rev. Theodore Gabrielli, S.J., Dir.

Jesuit Seminary Association, P.O. Box 519, Los Gatos, 95031-0519. T: 408-884-1600; F: 408-884-1621; uweprovince@jesuits.org; www.jesuitswest.org. Rev. Edward S. Fassett, S.J., Treas.

USA West Province, Society of Jesus Irrevocable Aged-Infirm Fund Charitable Trust, P.O. Box 519, Los Gatos, 95031-0519. T: 408-884-1600; F: 408-884-1601; UWETreasurer@jesuits.org. Very Rev. Scott Santarosa, S.J., Prov.

USA West Province, Society of Jesus Irrevocable Apostolic Fund Charitable Trust, P.O. Box 519, Los Gatos, 95031-0519. T: 408-884-1600; F: 408-884-1601; uwetreasurer@jesuits.org. Very Rev. Scott Santarosa, S.J., Trustee.

USA West Province, Society of Jesus Irrevocable

Formation Fund Charitable Trust, P.O. Box 519, Los Gatos, 95031-0519. T: 408-884-1600; F: 408-884-1601; uwetreasurer@jesuits.org. Very Rev. Scott Santarosa, S.J., Prov.

USA West Province, Society of Jesus Irrevocable Foundations Fund Charitable Trust, P.O. Box 519, Los Gatos, 95031-0519. T: 408-884-1600; F: 408-884-1601; uwetreasurer@jesuits.org. Very Rev. Scott Santarosa, S.J., Prov.

MENLO PARK. Roman Catholic Communications Corporation dba Catholic Telemedia Network, 324 Middlefield Rd., Menlo Park, 94025. T: 650-326-7850; F: 650-326-4605; ronald@ctnha.org. Most Reverend Oscar Cantu, S.T.D., Chm.; Most Rev. Michael C. Barber, S.J., Vice Chm.; Ronald J. Loiacono, Exec. Dir.

Roman Catholic Communications Corporation of the Bay Area.

MORGAN HILL. Serra International Region 11, District 31, 1282 Shasta Ave., 95126. T: 831-227-9134; dianaseixas@aol.com. Diana Seixas, Dist. 31 Gov.

MOUNTAIN VIEW. Holy Trinity Community North America - Silicon Valley Region, 4216 Silver Water Way, Sacramento, 95742. T: 408-833-5044; erick.yo@gmail.com; htca.org. 5010 Birkdale Way, 95138. Paulus Usong, Exec.

Villa Siena Foundation, 1855 Miramonte Ave., Mountain View, 94040. T: 650-961-6484; F: 650-961-6254; foundation@villa-siena.org; villa-siena.org. Mrs. Corine Bernard, Exec. Dir.

SANTA CLARA. Catholic Professionals, P.O. Box 6346, 95150. T: 408-491-9229; sjcathpros@gmail.com; sjcatholicprofessionals.com. Rev. Msgr. John Sandersfeld, (Retired); Maruko Nyvadzi, Pres.

IVE West Coast Trust, 2800 Mission College Blvd., Santa Clara, 95054. T: 408-988-4585; brian.dinkel@dsj.org. Rev. Brian Dinkel, I.V.E., Contact Person.

Jesuit Volunteer Corps, 500 El Camino Real, Santa Clara, 95050. T: 408-241-4200; F: 408-241-4201; lstrubek@jesuitvolunteers.org; www.jesuitvolunteers.org. Ms. Laura Strubek, Admin.

Saint Joseph Academy (Homeschool Cooperative), 2800 Mission College Blvd., Santa Clara, 95054. T: 650-716-7704; stjosephacademy@excelsior.org. Sr. Angeles Garcia, Prin. Students 24.

The Roman Catholic Welfare Corporation of San Jose, 1150 N. First St., Ste. 100, 95112. hao.dinh@dsj.org. Very Rev. Hao Dinh, V.G., Contact Person.

Theological Studies, Inc., Kenna Hall 323, 500 El Camino Real, Santa Clara, 95053. T: 408-554-4542; tseditr@csu.edu; www.theologicalstudies.net. Rev. Paul G. Crowley, S.J., Editor; Ms. April Flowers, Business Mgr.

STANFORD. Saint Francis Xavier Lay Missionary Society, P.O. Box 20211, Stanford, 94309-0211.

RELIGIOUS INSTITUTES OF MEN REPRESENTED IN THE DIOCESE

For further details refer to the corresponding bracketed number in the Religious Institutes of Men or Women section.

[0330]—*Brothers of the Christian Schools*—F.S.C.

[]—*Congregation of the Mission - Vincentians*—C.M.

[0260]—*Discalced Carmelite Friars*—O.C.D.

[]—*Franciscan Friars Province of Most Holy Redeemer (Croatia)*—O.F.M.

[0305]—*Institute of Christ the King Sovereign Priest*.

[0685]—*Institute of Incarnate Word (Argentina)*—I.V.E.

[0690]—*Jesuit Fathers and Brothers (Society of Jesus) (Jesuits West Prov.)*—S.J.

[]—*Legionaries of Christ*—L.C.

[0760]—*Marianists (Society of Mary)*—S.M.

[0800]—*Maryknoll (Catholic Foreign Mission Society of America, Inc.)*—M.M.

[1210]—*Missionaries of St. Charles - Scalabrinians (Province of St. John Baptist)*—C.S.

[0430]—*Order of Preachers (Province of the Most Holy Name of Jesus-Western Dominican Province)*—O.P.

[1260]—*Society of Christ (Society of Christ for Polonia)*—S.Ch.

RELIGIOUS INSTITUTES OF WOMEN REPRESENTED IN THE DIOCESE

[]—*Blessed Virgin Missionaries of Carmel*—B.V.M.C.

[]—*Caritas Sisters of Jesus*—C.S.J.

[2020]—*Community of the Holy Spirit*—C.H.S.

[]—*Congregation of the Augustinian Recollects*—A.R.

[1070-12]—*Congregation of the Queen of the Holy Rosary (Dominican Sisters)*—O.P.

[0760]—*Daughters of Charity of St. Vincent de Paul*—D.C.

[0420]—*Discalced Carmelite Nuns*—O.C.D.

[1070-25]—*Dominican Sisters of St. Catherine of Siena*.

[]—*Dominican Sisters of St. Rose of Lima*—() P.

[]—*Eucharistic Missionaries of the Most Holy Trinity (Mexico)*—M.E.S.S.T.

[1270]—*Franciscan Hospitaller Sisters of the Immaculate Conception*—F.H.I.C.

[3625]—*Institute of the Servants of the Lord and the Virgin of Matara*—S.S.V.M.

[]—*LaSalle Sisters (Vietnam)*—L.S.

[2470]—*Maryknoll Sisters of St. Dominic*—M.M.

[2690]—*Missionary Catechists of Divine Providence*—M.C.D.P.

[3760]—*Order of St. Clare (Immaculate Heart Monastery of Poor Clares)*—P.C.C.

[]—*Qui Nhon Missionary Sisters of the Holy Cross (Vietnam)*—L.H.C.

[2970]—*School Sisters of Notre Dame*—S.S.N.D.

[0430]—*Sisters of Charity of the Blessed Virgin Mary*—B.V.M.

[0990]—*Sisters of Divine Providence*—C.D.P.

[2570]—*Sisters of Mercy of the Americas (Regional Community of Burlingame)*—R.S.M.

[3000]—*Sisters of Notre Dame de Namur*—S.N.D.deN.

[3840]—*Sisters of St. Joseph of Carondelet (Province of Los Angeles)*—C.S.J.

[1990]—*Sisters of the Holy Names of Jesus and Mary (California Province)*—S.N.J.M.

[3320]—*Sisters of the Presentation of the Blessed Virgin Mary*—P.B.V.M.

DIOCESAN CEMETERIES AND MAUSOLEUMS

SAN JOSE. Calvary Catholic Cemetery, 2650 Madden Ave., 95116. T: 408-258-2940; F: 833-428-3733; cemeteryinfo@dsj.org; www.cdcsj.org. Heather Gloster, Dir. (Santa Clara Co.).

LOS ALTOS. Gate of Heaven, 22555 Cristo Rey Dr., Los Altos, 94024. T: 650-428-3730; F: 650-428-3733; cemeteryinfo@cdcsj.org; www.cdcsj.org. Heather Gloster, Dir.

NECROLOGY

† Milani, Joseph J., (Retired), Died Jul. 18, 2020

† Pegnam, William, (Retired), Died Jul. 6, 2020

† Traverso, Leonard, (Retired), Died Aug. 7, 2020

An asterisk (*) denotes an organization that has established tax-exempt status directly with the IRS and is not covered by the USCCB Group Ruling.

Bingo Annual Report - Year 2019 (January 01 to December 31)

Total deposits \$ 66,109.96

Total operations expenses \$ 37,433.14

Total church project \$ 40,782.98

Total donation to SJB School \$ 10,481.25

Total Capital Investment \$ 3,038.23

Total annual expenses \$ 91,735.60

Rollover operations capital \$ (25,625.64)

Bingo Q1-2019 (January 01 - March 31) Bank Deposits

Date & Month	Amount	Total
8-Jan-19	\$ 373.60	
8-Jan-19	\$ 98.00	
15-Jan-19	\$ 1,154.27	
15-Jan-19	\$ 48.00	
29-Jan-19	\$ 1,414.00	
29-Jan-19	\$ 806.00	\$ 146.00
		\$ 3,747.87
		\$ 3,893.87
5-Feb-19	\$ 453.70	
14-Feb-19	\$ 1,984.50	
19-Feb-19	\$ 1,048.10	
25-Feb-19	\$ 151.00	
26-Feb-19	\$ 1,225.25	\$ 151.00
		\$ 4,711.55
		\$ 4,862.55
5-Mar-19	\$ 2,263.10	
12-Mar-19	\$ 2,622.50	
19-Mar-19	\$ 1,062.00	
19-Mar-19	\$ 2.25	
26-Mar-19	\$ 1,202.55	\$ 2.25
		\$ 7,150.15
		\$ 7,152.40

Grand total
\$ 15,908.82

Bingo deposit	\$ 15,609.57
Vending machine	\$ 299.25

Type	Date	Num	Name	Memo	Amount
581020 · Bingo					
Bill	01/02/2019	0235293	Marathon Distributors, Inc.	Verifier	\$ 100.00
Bill	01/07/2019	BGO2019-001	Optimum Choice	Janitorial Service	\$ 650.00
Bill	01/07/2019		Lanh Tran-Tu	Stackable Storage Cart	\$ 913.36
Bill	01/07/2019		Lanh Tran-Tu	Christmas/Year End Dinner	\$ 726.77
Bill	01/13/2019		ADT Security Services, Inc.		\$ 151.26
Bill	01/14/2019		Binh X. Nguyen	Groceries for Cafe	\$ 183.94
Bill	01/14/2019	3897	BINGO Bugle	Ad	\$ 150.00
Bill	01/14/2019	BGO2019-002	Optimum Choice	Janitorial Service	\$ 650.00
Bill	01/14/2019	BL00298	BINGO Vision & Gaming	Supplies	\$ 778.64
Bill	01/21/2019	0137635	BINGO Vision & Gaming	Verifier	\$ 147.15
Bill	01/21/2019	BGO2019-003	Optimum Choice	Janitorial Service	\$ 725.00
Bill	01/21/2019	0235822	Marathon Distributors, Inc.	Supplies	\$ 2,426.35
Bill	01/27/2019		Lanh Tran-Tu	Office Supplies	\$ 117.22
Bill	01/28/2019	BGO2019-004	Optimum Choice	Janitorial Service	\$ 650.00
Bill	01/31/2019	3938	BINGO Bugle	Ad	\$ 150.00
Bill	02/04/2019	0236214	Marathon Distributors, Inc.	Supplies	\$ 542.83
Bill	02/04/2019	0236196	Marathon Distributors, Inc.	Verifier	\$ 100.00
Bill	02/04/2019	BGO2019-005	Optimum Choice	Janitorial Service	\$ 650.00
Bill	02/11/2019	BGO2019-006	Optimum Choice	Janitorial Service	\$ 650.00
Bill	02/11/2019	BL00413	BINGO Vision & Gaming	Supplies	\$ 966.18
Bill	02/11/2019	0236401	Marathon Distributors, Inc.	Supplies	\$ 870.35
Bill	02/12/2019	10998	Aaron's Industrial Pumping	Pumped Grease Interceptor	\$ 450.00
Bill	02/13/2019	15824551	ADT Security Services, Inc.		\$ 151.26
Bill	02/15/2019	0137934	BINGO Vision & Gaming	Verifier	\$ 147.15
Bill	02/18/2019	0137758-IN	BINGO Vision & Gaming	Verifier	\$ 147.15
Bill	02/18/2019		Lanh Tran-Tu	Office Supplies	\$ 653.70
Bill	02/18/2019		Lanh Tran-Tu	Coffee Supplies	\$ 135.65
Bill	02/18/2019		Lanh Tran-Tu	Volunteer Dinner	\$ 46.49
Bill	02/18/2019	bgo2019-007	Optimum Choice	Janitorial Service	\$ 650.00
Bill	02/18/2019	bgo2019-007	Optimum Choice	Changed wheels on table rack	\$ 93.00
Bill	02/25/2019	bgo2019-008	Optimum Choice	Janitorial Service	\$ 650.00
Bill	02/28/2019	3984	BINGO Bugle	Ad	\$ 150.00
Bill	03/01/2019	0236925	Marathon Distributors, Inc.	Verifier	\$ 100.00
Bill	03/04/2019	BGO2019-009	Optimum Choice	Janitorial Service	\$ 680.00
Bill	03/04/2019	TB00036	Marathon Distributors, Inc.	Supplies	\$ 440.36
Bill	03/11/2019	BGO2019-010	Optimum Choice	Janitorial Service	\$ 650.00
Bill	03/15/2019	0138078	BINGO Vision & Gaming	Verifier	\$ 147.15
Bill	03/18/2019	BGO2019-011	Optimum Choice	Janitorial Service	\$ 650.00
Bill	03/25/2019	BGO2019-012	Optimum Choice	Janitorial Service	\$ 650.00
Bill	03/25/2019	BM01320	BINGO Vision & Gaming	Supplies	\$ 1,310.93
Bill	03/25/2019	0237530	Marathon Distributors, Inc.	Supplies	\$ 1,229.52
Bill	03/31/2019	4023	BINGO Bugle	Ad	\$ 150.00
Total 581020 · Bingo					\$21,081.63

Operation Expenses \$ 11,417.65

Test 0.00

Capital Investment	\$ 913.36
Services	
Miscellaneous	
Office Supply	\$ 770.92
Bingo game supply	\$ 8,953.74
Advertising / promotion	\$ 1,692.99
Parish project	\$ 8,750.52
SJB School Donation	

Bingo Q2-2019 (April 01 - June 30) Bank Deposits

Date & Month	Amount	Total	
2-Apr-19	\$ 880.25		
9-Apr-19	\$ 1,825.00		
23-Apr-19	\$ 459.55		
23-Apr-19	\$ 109.00		
30-Apr-19	\$ 1,088.80	\$ 109.00	
		\$ 4,253.60	\$ 4,362.60
7-May-19	\$ 1,467.75		
14-May-19	\$ 248.00		
28-May-19	\$ 865.75	\$ -	
		\$ 2,581.50	\$ 2,581.50
4-Jun-19	\$ 1,962.74		
12-Jun-19	\$ 719.90		
25-Jun-19	\$ 1,865.00	\$ -	
		\$ 4,547.64	\$ 4,547.64
Bingo deposit		\$ 11,382.74	
Vending machine		\$ 109.00	
Grand total			\$ 11,491.74

Type	Date	Num	Name	Memo	Amount
581020 - Bingo					
Bill	4/1/2019		David Schick	Coffee Service	\$46.41
Bill	4/1/2019		David Schick	Vending Machine	\$137.92
Bill	4/1/2019		Lanh Tran-Tu	Office Supplies	\$127.74
Bill	4/1/2019		Lanh Tran-Tu	Dinner with Pastor	\$188.19
Bill	4/1/2019		Lanh Tran-Tu	Capital Investment- Stackable S	\$2,124.87
Bill	4/1/2019	BGO2019-013	Optimum Choice	Janitorial & setup services	\$650.00
Bill	4/1/2019	237715	Marathon Distributors, Inc.	Verifier	\$100.00
Bill	4/8/2019	BGO2019-014	Optimum Choice	Janitorial & setup services	\$650.00
Bill	4/15/2019		Dalcon Electric	Interior LED lights	\$2,000.00
Bill	4/15/2019	138219	BINGO Vision & Gaming	Verifier	\$147.15
Bill	4/22/2019	BGO2019-015	Optimum Choice	Janitorial & setup services	\$650.00
Bill	4/22/2019		St. John's School	Scholarship	\$1,000.00
Bill	4/29/2019	BGO2019-016	Optimum Choice	Janitorial & setup services	\$650.00
Bill	4/29/2019	BM01610	BINGO Vision & Gaming	Supplies	\$896.26
Bill	4/30/2019	4065	BINGO Bugle	Ad	\$150.00
Bill	5/1/2019	238554	Marathon Distributors, Inc.	Verifier	\$100.00
Bill	5/5/2019	BGO2019-017	Optimum Choice	Janitorial & setup services	\$650.00
Bill	5/10/2019	22963	Apple City Fire & Safety	New K1 fire extinguisher for Ha	\$299.75
Bill	5/13/2019	BGO2019-018	Optimum Choice	Janitorial & setup services	\$650.00
Bill	5/14/2019	22954	Apple City Fire & Safety	Fire extinguisher Service and e	\$786.60
Bill	5/27/2019		Lanh Tran-Tu	Office Supplies	\$199.71
Bill	5/27/2019		Lanh Tran-Tu	Quarterly Volunteer Dinner	\$91.07
Bill	5/27/2019	BGO2019-019	Optimum Choice	Janitorial & setup services	\$650.00
Bill	6/3/2019	BGO2019-020	Optimum Choice	Janitorial & setup services	\$650.00
Bill	6/3/2019	BM01888	BINGO Vision & Gaming	Supplies	\$278.81
Bill	6/3/2019	TD00054-IN	Marathon Distributors, Inc.	Supplies	\$1,244.79
Bill	6/3/2019	239448	Marathon Distributors, Inc.	Verifier	\$100.00
Bill	6/10/2019	BGO2019-021	Optimum Choice	Janitorial & setup services	\$650.00
Bill	6/10/2019		St. John's School	Alumni	\$487.50
Bill	6/10/2019		St. John's School	Family Service	\$4,350.00
Bill	6/10/2019		St. John's School	Fund Raising	\$3,775.00
General Jour	6/10/2019			Balance on new flooring for Fr.	\$829.01
Bill	6/15/2019	138587	BINGO Vision & Gaming	Verifier	\$147.15
Bill	6/17/2019	138365	BINGO Vision & Gaming	Verifier Invoice Date 5/1519	\$135.00
Bill	6/17/2019	BGO2019-022	Optimum Choice	Janitorial & setup services	\$650.00
Bill	6/24/2019	4105	BINGO Bugle	Invoice dated 5/31/19	\$250.00
Bill	6/24/2019	BGO2019-023	Optimum Choice	Janitorial & setup services	\$650.00
Bill	6/24/2019	BL01105	BINGO Vision & Gaming	Supplies	\$897.08
Bill	6/24/2019	239960	Marathon Distributors, Inc.	Supplies	\$604.95
Bill	6/25/2019	239972	Marathon Distributors, Inc.	Supplies	\$342.27
Total 581020 - Bingo					\$28,987.23

Operation Expenses \$6,184.50

Test \$ -

Capital Investment	\$2,124.87
Services	
Miscellaneous	\$188.19
Office Supply	\$465.37
Bingo game supply	\$4,993.46
Advertising / promotion	\$537.48
Parish project	\$11,065.36
SJB School Donation	\$9,612.50

Bingo Q3-2019 (July 01 - September 30) Bank Deposits

Date & Month	Amount	Total	
2-Jul-19	\$ 2,335.00		
9-Jul-19	\$ 1,839.00		
16-Jul-19	\$ 7,758.00		
23-Jul-19	\$ 1,312.00		
31-Jul-19	\$ 2,596.00		
		\$ 15,840.00	
			\$ 15,840.00
6-Aug-19	\$ 514.55		
13-Aug-19	\$ 1,008.50		
15-Aug-19		\$ 3,000.00	reverse from savings
15-Aug-19		\$ 3,000.00	reverse from savings
20-Aug-19	\$ 2,472.50		
27-Aug-19	\$ 2,412.50		
		\$ 6,408.05	
			\$ 6,408.05
3-Sep-19	\$ 1,012.50		
11-Sep-19	\$ 2,318.25		
17-Sep-19	\$ 1,041.50		
		\$ 4,372.25	
			\$ 4,372.25
Bingo deposit		\$ 26,620.30	
Vending machine		\$ -	
Grand total		\$ 26,620.30	

Type	Date	Num	Name	Memo	Amount
581020 - Bingo					
Bill	7/1/2019		David Schick	Coffee Supplies	\$ 105.37
Bill	7/1/2019		David Schick	Vending Supplies	\$ 177.81
Bill	7/1/2019	BGO2019-024	Optimum Choice	Janitorial Service	\$ 650.00
Bill	7/1/2019	240153	Marathon Distributors, Inc.	Verifier	\$ 100.00
Bill	7/8/2019	BGO2019-025	Optimum Choice	Janitorial Service	\$ 650.00
Bill	7/8/2019	TD00100	Marathon Distributors, Inc.	Supplies	\$ 784.80
Bill	7/11/2019	240418	Marathon Distributors, Inc.	Supplies	\$ 784.80
Bill	7/13/2019	709572374	ADT Security Services, Inc.	Alarm Monitoring	\$ 151.26
Bill	7/15/2019		Lanh Tran-Tu	Office Supplies	\$ 422.98
Bill	7/15/2019		Lanh Tran-Tu	Anniversary Dinner	\$ 146.53
Bill	7/15/2019	BGO2019-026	Optimum Choice	Janitorial Service	\$ 650.00
Bill	7/15/2019	138723	BINGO Vision & Gaming	Verifier	\$ 147.15
Bill	7/22/2019		Binh X. Nguyen	10th Anniversary	\$ 109.82
Bill	7/22/2019	BGO2019-027	Optimum Choice	Janitorial Service	\$ 650.00
Bill	7/22/2019		Rizalina Santoro	10th Anniversary supplies	\$ 510.16
Bill	7/22/2019	BM02217	BINGO Vision & Gaming	Supplies	\$ 714.75
Bill	7/22/2019	240645	Marathon Distributors, Inc.	Supplies	\$ 621.31
Bill	7/29/2019		Lanh Tran-Tu	Office Supplies	\$ 181.19
Bill	7/29/2019	BGO2019-028	Optimum Choice	Janitorial Service	\$ 650.00
Check	7/31/2019		Chase	Service Charge	\$ 20.85
Bill	8/5/2019	TD00170	Marathon Distributors, Inc.	Supplies	\$ 1,326.53
Bill	8/5/2019	BGO2019-029	Optimum Choice	Janitorial Service	\$ 650.00
Bill	8/7/2019	240917	Marathon Distributors, Inc.	Verifier	\$ 100.00
Bill	8/12/2019	BGO2019-030	Optimum Choice	Janitorial Service	\$ 650.00
Bill	8/14/2019	11112	Aaron's Industrial Pumping	Pumped Grease Interceptor	\$ 450.00
Bill	8/15/2019	138868	BINGO Vision & Gaming	Verifier	\$ 147.15
Bill	8/19/2019	BGO2019-031	Optimum Choice	Janitorial Service	\$ 650.00
Bill	8/26/2019	BGO2019-032	Optimum Choice	Janitorial Service	\$ 650.00
Bill	8/26/2019		St. John's School	Alumni Parents	\$ 712.50
Bill	8/26/2019		St. John's School	Family Fundraiser	\$ 156.25
Bill	8/26/2019	TB00301	Marathon Distributors, Inc.	Supplies	\$ 401.12
Bill	8/28/2019	TB00315	Marathon Distributors, Inc.	Supplies	\$ 1,721.11
Bill	8/31/2019	4212	BINGO Bugle	Adverstising	\$ 150.00
Bill	9/2/2019		BINGO Bugle	Invoice 4145 6/30/19	\$ 250.00
Bill	9/2/2019		BINGO Bugle	Invoice 4174 7/31/19	\$ 150.00
Bill	9/2/2019	BGO2019-033	Optimum Choice	Janitorial Service	\$ 650.00
Bill	9/4/2019	241462	Marathon Distributors, Inc.	Verifier	\$ 100.00
Bill	9/9/2019		Lanh Tran-Tu	Office Supplies	\$ 202.29
Bill	9/9/2019		Lanh Tran-Tu	Event Marketing	\$ 128.28
Bill	9/9/2019	BGO2019-034	Optimum Choice	Janitorial Service	\$ 650.00
Bill	9/9/2019	BM02549	BINGO Vision & Gaming	Supplies	\$ 818.38
Bill	9/15/2019	139021	BINGO Vision & Gaming	Verifier	\$ 147.15
Bill	9/16/2019	BGO2019-035	Optimum Choice	Janitorial Service	\$ 650.00
Bill	9/16/2019	TE00153	Marathon Distributors, Inc.	Supplies	\$ 410.93
Bill	9/30/2019	BGO2019-036	Optimum Choice	Janitorial Service	\$ 650.00
Bill	9/30/2019	4249	BINGO Bugle	Advertising	\$ 150.00
Total 581020 - Bingo					\$ 20,950.47

Operation Expens \$ 11,181.72

Test \$ -

Capital Investment	
Services	\$ 151.26
Miscellaneous	\$ 20.85
Office Supply	\$ 984.27
Bingo game supply	\$ 8,325.18
Advertising / promotion	\$ 1,700.16
Parish project	\$ 8,900.00
SJB School Donation	\$ 868.75

Bingo Q4-2019 (October 01 - December 31) Bank Deposits

Date & Month	Amount	Total
8-Oct-19	\$ 12.75	
15-Oct-19	\$ 795.50	
22-Oct-19	\$ 419.90	
29-Oct-19	\$ 1,016.45	
		\$ 2,244.60
5-Nov-19	\$ 1,481.10	
12-Nov-19	\$ 554.90	
19-Nov-19	\$ 1,203.25	
26-Nov-19	\$ 582.00	
		\$ 3,821.25
2-Dec-19	\$ 3,000.00	Reverse transfer from Savings
3-Dec-19	\$ 909.25	
10-Dec-19	\$ 2,114.00	
		\$ 6,023.25
Bingo deposit		\$ 12,089.10
Grand total		\$ 12,089.10

Type	Date	Num	Name	Memo	Amount
581020 - Bingo					
Bill	10/1/2019		David Schick	Vending Supplies	\$ 163.74
Bill	10/1/2019		David Schick	Coffee Service	\$ 21.14
Bill	10/1/2019	241943	Marathon Distributors, Inc.	Verifier	\$ 100.00
Bill	10/4/2019	TB00462	Marathon Distributors, Inc.	Supplies	\$ 521.87
Bill	10/7/2019	BGO2019-037	Optimum Choice	Janitorial services	\$ 650.00
Bill	10/9/2019	TD00405	Marathon Distributors, Inc.	Supplies	\$ 1,817.03
Bill	10/14/2019	BGO2019-038	Optimum Choice	Janitorial services	\$ 650.00
Bill	10/14/2019	BM02849	BINGO Vision & Gaming	Supplies	\$ 446.12
Bill	10/15/2019	139140	BINGO Vision & Gaming	Verifier	\$ 147.15
Bill	10/21/2019	BGO2019-039	Optimum Choice	Janitorial services	\$ 650.00
Bill	10/28/2019	BGO2019-040	Optimum Choice	Janitorial services	\$ 650.00
Bill	10/31/2019	4285	BINGO Bugle	Paper advertisement	\$ 472.00
Bill	10/31/2019	1429	Hough Construction Co.	Bathroom repairs	\$ 4,503.72
Bill	11/1/2019	242490	Marathon Distributors, Inc.	Verifier	\$ 100.00
Bill	11/4/2019	BGO2019-041	Optimum Choice	Janitorial services	\$ 650.00
Bill	11/11/2019	BGO2019-042	Optimum Choice	Janitorial services	\$ 650.00
Bill	11/11/2019	BL01804	BINGO Vision & Gaming	Supplies	\$ 244.16
Bill	11/15/2019	139283	BINGO Vision & Gaming	Verifier	\$ 147.15
Bill	11/18/2019	BGO2019-043	Optimum Choice	Janitorial services	\$ 650.00
Bill	11/22/2019	21384	Chilcote Refrigeration	Repaired water inlet, Filter cleaning	\$ 292.38
Bill	11/24/2019	SJB2019-037	Optimum Choice	Janitorial services	\$ 321.00
Bill	11/25/2019	BGO2019-044	Optimum Choice	Janitorial services	\$ 650.00
Bill	11/27/2019	240418	Marathon Distributors, Inc.	Supplies	\$ 604.95
Bill	11/30/2019	4325	BINGO Bugle	Paper advertisement	\$ 472.00
Bill	12/2/2019	BGO2019-045	Optimum Choice	Janitorial services	\$ 650.00
Bill	12/2/2019	242955	Marathon Distributors, Inc.	Verifier	\$ 100.00
Bill	12/9/2019	11193	Aaron's Industrial Pumping	Pumped Grease Interceptor	\$ 450.00
Bill	12/9/2019		ADT Security Services, Inc.	Alarm Monitoring	\$ 157.40
Bill	12/9/2019		Lanh Tran-Tu	Office Supplies	\$ 416.19
Bill	12/9/2019		Lanh Tran-Tu	Christmas	\$ 686.79
Bill	12/9/2019		Lanh Tran-Tu	Coffee & Tea Break	\$ 126.58
Bill	12/9/2019	BGO2019-046	Optimum Choice	Janitorial services	\$ 650.00
Bill	12/10/2019	BL01960	BINGO Vision & Gaming	Supplies	\$ 693.24
Bill	12/15/2019	139403	BINGO Vision & Gaming	Verifier	\$ 147.15
Bill	12/31/2019	4364	BINGO Bugle	Paper advertisement	\$ 472.00
Bill	12/31/2019		David Schick	Coffee Service	\$ 88.02
Bill	12/31/2019		David Schick	Vending Machine supplies	\$ 204.59
TOTAL					\$ 20,716.37

Operation Expen \$8,649.27

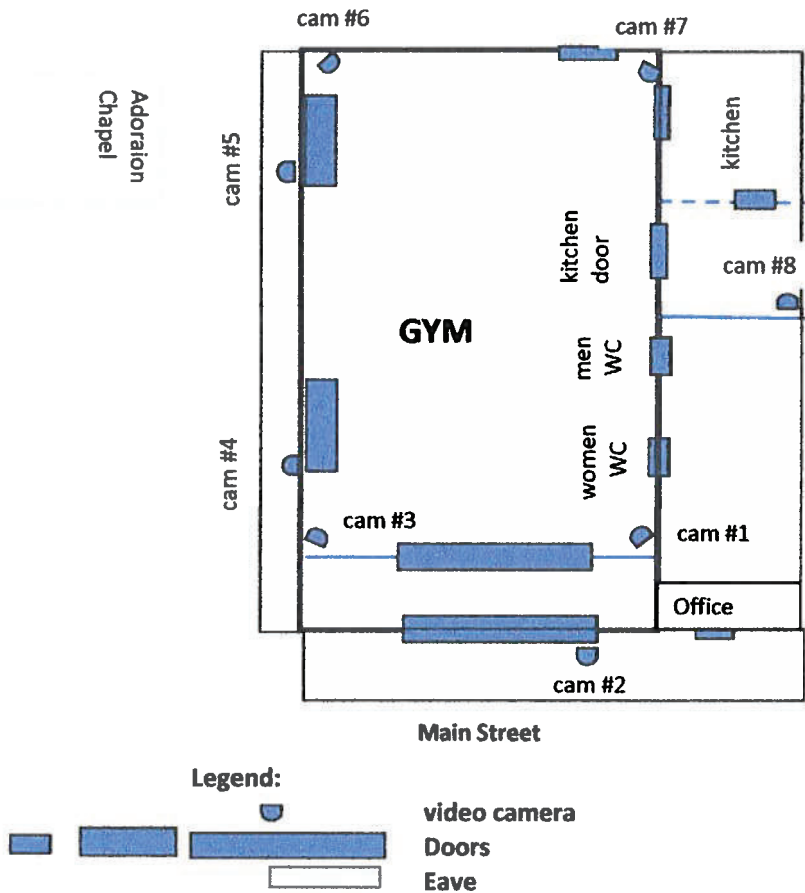
Test \$ -

Capital Investment	0
Services	\$157.40
Miscellaneous	0
Office Supply	\$784.52
Bingo game supply	\$5,368.82
Advertising / promotion	\$2,338.53
Parish project	\$12,067.10
SJB School Donation	0

St. John the Baptist Catholic Parish
Bingo Security and Money Handling
January 29, 2024

ADT Security Cameras:

Installed ADT Security Cameras inside and outside the Pavalkis Hall where bingo is held. Below is the map of the hall showing the cameras locations.



ADT Security Sentry:

ADT Sentry is a necklace worn around the neck. It has a push button device. Once the the button is pressed, the Milpitas Police is alerted of a security situation in Pavalkis Hall bingo.

Money Handling:

Accounting of the money is managed by the money counters. The money counted are from bingo paper sales, card sales and bingo specials. Once the first verification is complete, money will be exchanged for reverifications. Once the the money count is a match, money and a copy of the total money receipt are kept overnight in the locked bingo vault. The money will then be deposited by the bingo treasurer the next business day. The final verification of the money is by the bank, who provides the deposit receipt to compare against the copy from the money counters result. Both copies are noted in the total bingo nightly reports for future bingo and parish references.

Certificate Of Completion

Envelope Id: 6B5C9104DE984F1880029D77FF5C29F5

Status: Declined

Subject: Complete with DocuSign: St John Bingo Application.pdf

Source Envelope:

Document Pages: 26

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 2

Suzanne Guzzetta

AutoNav: Enabled

sguzzetta@milpitas.gov

Enveloped Stamping: Enabled

IP Address: 50.59.22.2

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

Holder: Suzanne Guzzetta

Location: DocuSign

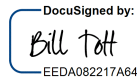
2/7/2024 3:28:19 PM

sguzzetta@milpitas.gov

Signer Events

Bill Tott

btott@milpitas.gov

Security Level: Email, Account Authentication
(None)**Signature**DocuSigned by:
Bill Tott
EEDA082217A64B0...**Timestamp**

Sent: 2/7/2024 3:42:30 PM

Viewed: 2/8/2024 7:27:36 AM

Signed: 2/8/2024 7:41:09 AM

Signature Adoption: Pre-selected Style

Using IP Address: 50.59.22.2

Signed using mobile

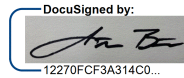
Electronic Record and Signature Disclosure:

Accepted: 2/8/2024 7:27:36 AM

ID: 7fd332f6-9a15-40b5-908e-21a0128f10fa

Arthur Belton

abelton@milpitas.gov

Security Level: Email, Account Authentication
(None)DocuSigned by:
Arthur Belton
12270FCF3A314C0...

Sent: 2/8/2024 7:41:10 AM

Viewed: 2/8/2024 7:54:59 AM

Signed: 2/8/2024 9:02:57 AM

Signature Adoption: Uploaded Signature Image

Using IP Address: 50.59.22.2

Electronic Record and Signature Disclosure:

Accepted: 2/8/2024 7:54:59 AM

ID: b64ca545-a924-4d05-abcf-53c92558c297

Lauren Lai

llai@milpitas.gov

Security Level: Email, Account Authentication
(None)

Declined

Decline Reason: my authority is not required for this
application. thank you

Sent: 2/8/2024 9:02:58 AM

Viewed: 2/8/2024 10:46:17 AM

Declined: 2/9/2024 5:04:56 PM

Electronic Record and Signature Disclosure:

Accepted: 2/8/2024 10:46:17 AM

ID: 07dc4a79-b056-436e-9ffe-fa9b5ebea140

Jared Hernandez

jhernandez@milpitas.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Michael Fossati

mfossati@milpitas.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Signer Events	Signature	Timestamp
Matt Cano mcano@milpitas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Ned Thomas nthomas@milpitas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 10/12/2023 9:38:02 PM ID: d23a477d-4dec-4f7b-9b90-ecc08050aabf		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/7/2024 3:42:30 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Audio Visual Design Group Inc:

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

To contact us by email send messages to: sguzzetta@milpitas.gov

To advise Audio Visual Design Group Inc of your new email address

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

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Audio Visual Design Group Inc

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

To withdraw your consent with Audio Visual Design Group Inc

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to sguzzetta@milpitas.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

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

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Audio Visual Design Group Inc as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Audio Visual Design Group Inc during the course of your relationship with Audio Visual Design Group Inc.

Certificate Of Completion

Envelope Id: BBC3AD7A917F4C71B6FDC29F1AF528AF

Status: Completed

Subject: Complete with DocuSign: St_John_Bingo_Application.pdf

Source Envelope:

Document Pages: 26

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 3

Suzanne Guzzetta

AutoNav: Enabled

sguzzetta@milpitas.gov

Envelopeld Stamping: Enabled

IP Address: 50.59.22.2

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

Holder: Suzanne Guzzetta

Location: DocuSign

2/27/2024 3:07:43 PM

sguzzetta@milpitas.gov

Signer Events

Jared Hernandez

jhernandez@milpitas.gov

Security Level: Email, Account Authentication
(None)**Signature**DocuSigned by:

59E9BCF7DCF44A9...**Timestamp**

Sent: 2/27/2024 3:40:28 PM

Viewed: 2/27/2024 3:45:53 PM

Signed: 2/27/2024 3:46:41 PM

Signature Adoption: Drawn on Device

Using IP Address: 12.235.208.74

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 2/27/2024 3:45:53 PM

ID: df58f3e5-286a-4f3d-8229-61359409ba46

Jay Lee

jlee@milpitas.gov

Security Level: Email, Account Authentication
(None)DocuSigned by:

5CEC3820E0A640A...

Sent: 2/27/2024 3:46:42 PM

Viewed: 2/27/2024 3:49:39 PM

Signed: 2/27/2024 4:15:49 PM

Signature Adoption: Pre-selected Style

Using IP Address: 50.59.22.2

Electronic Record and Signature Disclosure:

Accepted: 2/27/2024 3:49:39 PM

ID: d950ddeb-994e-4cdd-812e-36d999d33eea

Ned Thomas

nthomas@milpitas.gov

Security Level: Email, Account Authentication
(None)DocuSigned by:

20F767C01DC7468...

Sent: 2/27/2024 4:15:51 PM

Viewed: 2/27/2024 4:30:57 PM

Signed: 2/27/2024 4:31:58 PM

Signature Adoption: Pre-selected Style

Using IP Address: 50.59.22.2

Electronic Record and Signature Disclosure:

Accepted: 2/27/2024 4:30:57 PM

ID: 84b53858-95fd-4a57-9047-18e3e37cc781

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp**

Carbon Copy Events	Status	Timestamp
Matt Cano mcano@milpitas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 2/27/2024 4:15:50 PM

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/27/2024 3:40:28 PM
Certified Delivered	Security Checked	2/27/2024 4:30:57 PM
Signing Complete	Security Checked	2/27/2024 4:31:58 PM
Completed	Security Checked	2/27/2024 4:31:58 PM

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure
--

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Audio Visual Design Group Inc:

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

To contact us by email send messages to: sguzzetta@milpitas.gov

To advise Audio Visual Design Group Inc of your new email address

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

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Audio Visual Design Group Inc

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

To withdraw your consent with Audio Visual Design Group Inc

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to sguzzetta@milpitas.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

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

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Audio Visual Design Group Inc as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Audio Visual Design Group Inc during the course of your relationship with Audio Visual Design Group Inc.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Receive Presentation from Staff and Applicant and Provide Direction Regarding Conceptual Plans for Proposed Mixed-Use Development at 1851 McCarthy Boulevard (Staff Contact: Jay Lee, Planning Director, 408-586-3077, Michael Fossati, Senior Planner, 408-586-3274)
Category:	Community Development
Meeting Date:	3/19/2024
Recommendation:	(1) Receive presentations from staff and the applicant; (2) Receive public comment; and (3) Provide feedback on the Preliminary Review Application for redeveloping 1851 McCarthy Blvd.

BACKGROUND:

In September 2021, the City of Milpitas Planning Commission adopted Resolution No. 21-020, approving a Site Development Permit, Conditional Use Permit, Tree Removal Permit, and Environmental Assessment to 1) demolish an existing office building; 2) remove 36 protected trees; 3) develop a five-story business hotel with up to 216 guest rooms, a maximum height up to 75 feet, a one-story parking garage, a floor area ratio (FAR) of up to 1.1, and associated site improvements, and; 4) allow the sale of alcoholic beverages for on-site consumption within the hotel (Project) on a 2.71-acre lot located in the HS (Highway Services) Zoning District at 1851 McCarthy Boulevard. A conceptual design of the proposed hotel is shown in Figure 1 below:

Figure 1: Northwest Street View of 1851 McCarthy Blvd Hotel Project



On September 23, 2023, the City of Milpitas Planning Commission adopted Resolution 23-015 to approve a 24-month time extension for developing the five-story business hotel. To vest the entitlement, the applicant must have the hotel's foundation built and inspected by the City of Milpitas Building Department by September 9, 2025.

On February 1, 2024, the owner (Summit Asset Management LLC) informed the City of Milpitas that the current negative economic conditions and lack of investment interest in hotel development have stifled progress. The owner is requesting the City to consider allowing the site to be developed into a high-density, vertical mixed-use residential building consisting of 220 residential units and 11,000 square feet of ground-floor commercial retail space (Project). The Project would be seven stories (up to 75 feet) in height, with commercial retail and public parking spaces on the ground floor, residential parking on the second level, and residential units and amenity spaces on levels three to seven. The 220 residential units would be a mixture of studios, one-, two-, and three-bedroom units with a proposed density of approximately 70 dwelling units per acre. A conceptual design of the proposed mixed-use development is shown in Figure 2 below:

Figure 2: Northwest Birds Eye View of 1851 McCarthy Blvd Mixed-Use Project



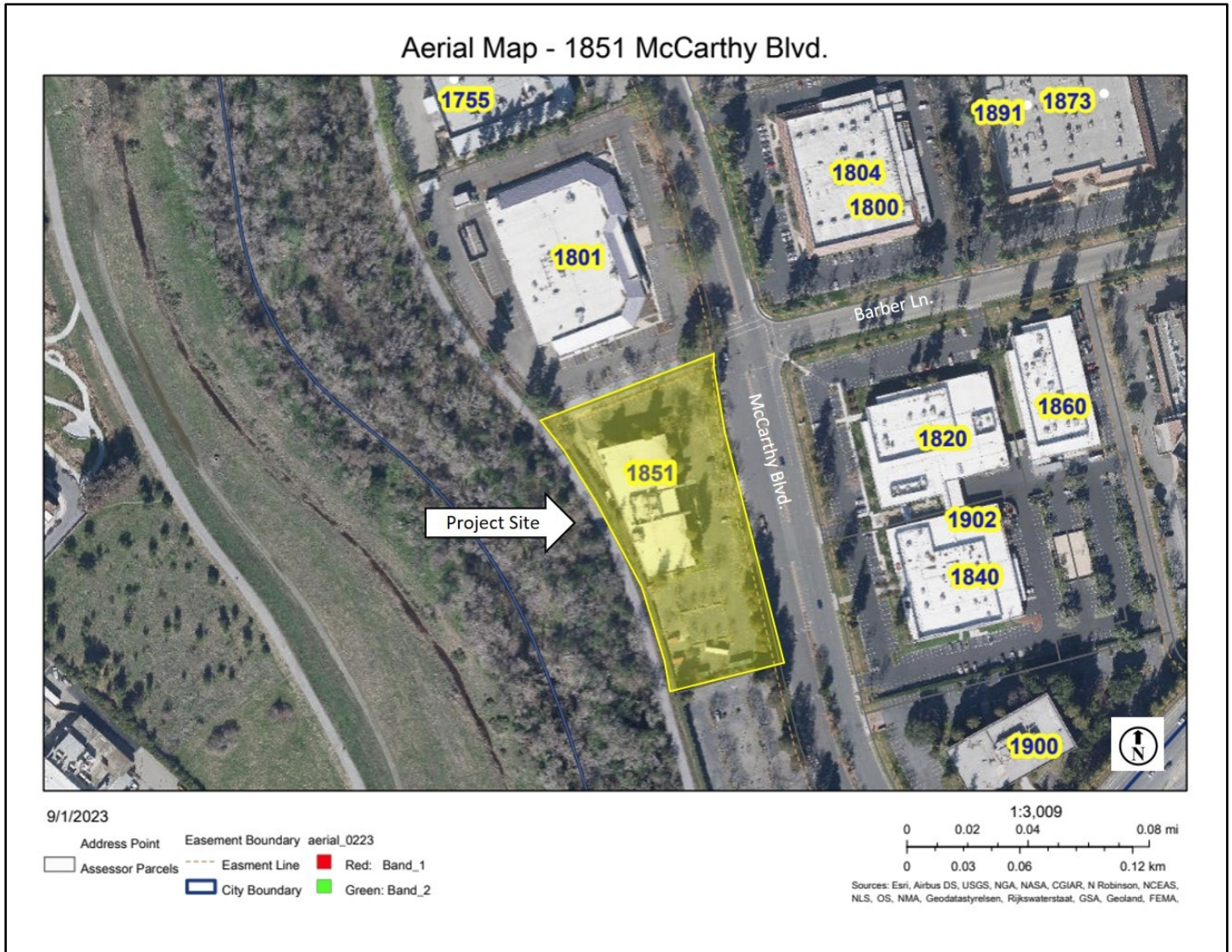
Given the Project would require, at minimum, a General Plan Amendment, Zoning Map Amendment, Site Development Permit, Conditional Use Permit, and Environmental Review under the California Environmental Quality Act (CEQA), the following report has been drafted to solicit City Council feedback on the proposal. As part of the preliminary review process, the City Council may also wish to comment on the proposed project design and how the residential development will be compatible with the surrounding light industrial land uses currently serving the immediate area.

ANALYSIS:

The agenda report will address the Project's site location and potential inconsistencies with the General Plan and Zoning Designations.

Site Location: The 2.7-acre project site is at 1851 McCarthy Boulevard, at the intersection of McCarthy Boulevard and Barber Lane, in the southwestern portion of the City of Milpitas. The project site is a rectangular parcel corresponding to the Assessor's Parcel Number (APN) 083-31-049. An aerial map of 1851 McCarthy Boulevard is shown in Figure 3 below.

Figure 3: Aerial Map of 1851 McCarthy Blvd.



Primary access to the site is provided by McCarthy Boulevard from Montague Expressway, located approximately 500 feet to the south. Regional access is provided via Interstate 880 at the Montague Expressway interchange, located approximately 0.3 miles east of the project site. Additional regional access is provided by Highway 101, which connects to the I-880 approximately 2.6 miles to the south, and I-680, which connects to the Montague Expressway 2.1 miles east of the project site.

The site is located within the Southwestern Employment Area. The Southwestern Employment Area is an important employment subarea within the city, and since 2009, it has gained a significant number of small industrial, hospitality, and office-based businesses. The number of large businesses in this subarea grew as well.

The Project site is currently developed as a two-story vacant industrial office building with associated improvements such as walkways, a parking lot, and ornamental trees. Along the western boundary, the Coyote Creek corridor and trail are located adjacent to the site. The site at 1801 McCarthy Boulevard (also vacant) is an updated industrial building located north of the site, a small occupied industrial park is to the east, and another vacant industrial building at 1901 McCarthy Boulevard is to the south. The Project site has been vacant for the past three years.

Current and Proposed General Plan Designation: The City of Milpitas adopted the 2040 Milpitas General Plan (GP) in March 2021. The 2040 Milpitas General Plan includes a framework of goals, policies, and actions that guide the City toward its common vision, illustrated through a General Plan Land Use Map within the document. The 2040 General Plan Land Use Map land use designation for the project site is Business Park/Research & Development (BPRD), which is intended to *accommodate business parks, high-intensity office buildings, light manufacturing parks, and light industrial areas that provide for a variety of businesses that support employment opportunities and services for Milpitas and the region.*

The Project, as proposed, is inconsistent with the goals and policies of the Business Park/Research & Development land use designation as residential uses are not envisioned within the area. As previously stated, the Project site is located within the SEA. The SEA, one of Milpitas' largest employment areas, is about two miles from the Milpitas Transit Center with poor pedestrian or bicycle route options.

The Project site has limited sidewalk and bike connections, low VTA transit options, and is surrounded by incompatible land uses. Access to goods and services would be limited and only employees working in the immediate area would benefit from proximity to the Project.

As such, the Project would require a GP amendment to change the current GP land use designation from "Business Park/Research & Development (BPRD)" to "Very High-Density Mixed Use (VHDMU)", which permits residential uses with densities between 45 – 80 units per acre, as the proposed density is approximately 70 dwelling units per acre. The only area in Milpitas designated VHDMU is located at 501 Murphy Ranch Road, known as "Cerano Apartments" which is currently cut off from high-quality transit options, requiring most residents living there to use a personal vehicle.

Current and Proposed Zoning Designation for the Project Site: The site is currently zoned Highway Services (HS) with a Recreational and Entertainment (RE) zoning overlay. The HS-RE Zone aims to *provide a wide range of personal and business services, primarily oriented to automobile customers and transient residential uses such as motels or mobile home parks.*

The Planning Department anticipates presenting Phase 1 of the Comprehensive Zoning Update to City Council for adoption in June 2024. Phase 1 includes reclassifying sites with a BPRD general plan land use designation, including this site, with a new zoning district called "Business Park Research and Development District (BPRD)." Similar to the GP land use designation, the purpose of the BPRD zoning designation *is to designate specific areas of the city as important employment centers, especially for jobs in the high-tech industry. The BPRD zone is intended to accommodate business parks, high-intensity office buildings, advanced manufacturing, and other light industrial uses and to enable the integration and growth of research and development, office, small warehouse, and light manufacturing uses on consolidated sites with supportive ancillary uses such as restaurants, health/fitness centers, limited retail, and child care facilities.*

The Project is inconsistent with the purpose of both the HS-RE and BPRD zoning districts. Therefore, the Project would require a zone change from HS-RE to the Very High Density Mixed Use (MXD3) zoning district, which allows a residential density of up to 60 dwelling units per acre. Although the proposed Project density of 70 dwelling units per acre exceeds the density range of the MXD3 zoning district, the Project would be eligible for a 10 to 50 percent State density bonus if it complies with the City's Affordable Housing Ordinance and provides 15 percent of the total number of units as affordable units, depending on the level of affordability.

Therefore, the Project would have to provide a combination of moderate- and low-income units to receive the 16.7 percent density bonus required to accommodate the proposed density.

Development and Parking Standards: Since the Project is in a zoning area that doesn't allow residential uses, no development standards are available to analyze its compliance with the City's Zoning Ordinance. Instead, the Planning Department has briefly analyzed the Project's known aspects, such as parking spaces.

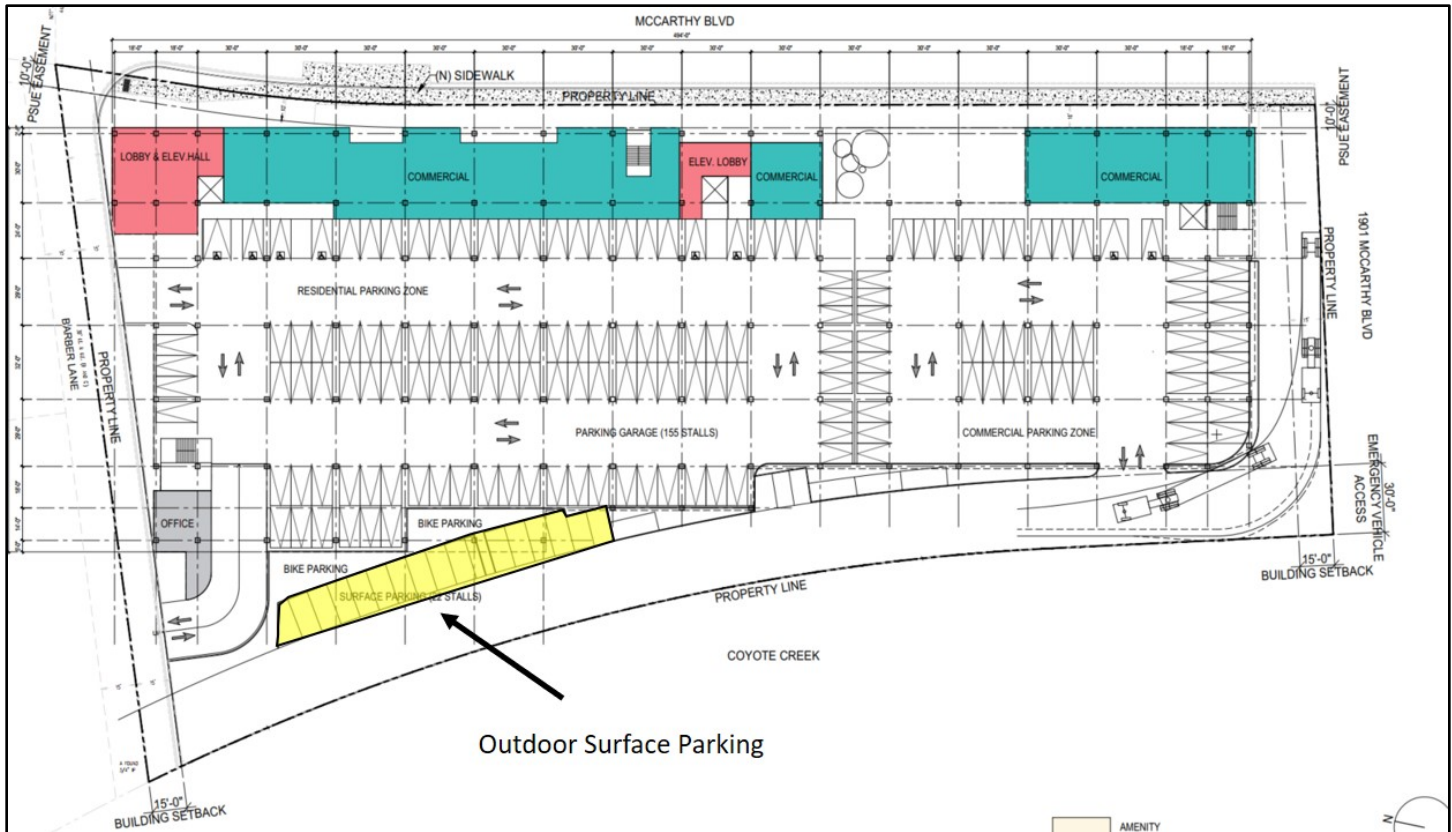
The Project includes 220 residential units, including 30 studios, 95 one-bedroom units, 85 two-bedroom units, and 10 three-bedroom units. Parking will be located in three areas: at the rear of the building and within the first two levels of the building. 22 parking spaces will be available at the rear, along with areas for bicycle parking. 156 parking spaces will be available on the first level, and 194 parking spaces will be available on the second level, totaling 371 parking spaces. The first level will be parking for guests or customers, while the second level will be for residents.

Table 53.09-1 (Number of Parking Spaces Required) of the Milpitas Zoning Ordinance requires a mixed-use building to have the following number of parking spaces:

Residential Type	Number of Units	Number of Spaces	Total
Studios	30	1 covered per unit	30
One-bedroom	95	1.5 covered per unit	143
Two-and Three-Bedroom	96	2 covered per unit	192
Guest Parking		20% of total parking	73
Commercial Type			
Commercial (11,070 sq. ft.)		1 per 200 sq. ft.	55
Office (860 sq. ft.)		1 per 240 sq. ft.	4
Total Parking Required			497 parking spaces
Total Parking Proposed			371 parking spaces

The Project, as proposed, would not have adequate parking as required by the Milpitas Zoning Ordinance. However, the Project may qualify for a State Density Bonus and incentives since it will provide 15 percent of its units as affordable units. If this were the case, the Project would qualify for reduce parking standards through State Density Bonus law. A site plan of the first level parking is shown in Figure 4.

Figure 4: First Level Parking Garage of 1851 McCarthy Blvd.



Summary: Although the Project is well-designed, is a mixed-use development with ground-floor retail, and would provide market-rate and affordable units to help the City meet its Regional Housing Needs Allocation, it is inconsistent with the overall vision of the General Plan to promote economic development within the Southwestern Employment Area by maintaining areas zoned for employment-generating uses and direct residential and mixed-use development to areas near transit and amenities.

As such, staff is requesting Council feedback and direction on the following topics:

1. In General, does the Council support General Plan map amendments to convert areas planned for employment uses to residential development? If yes, what factors are leading to this recommendation.
2. For this specific site, does the Council support a General Plan map amendment to convert from employment uses to residential development? If yes, what factors are leading to this recommendation?
3. Does the Council support re-zoning the Project site for mixed-use development?
4. If the Council supports General Plan and zoning map amendments, does the Council support the conceptual design of the Project? If not, what changes to the Project are desired?

POLICY ALTERNATIVE(S):

This item is a Preliminary Review discussion of a conceptual project for Council feedback and direction. As such, no policy alternatives have been identified.

FISCAL IMPACT:

This item is a Preliminary Review discussion of a conceptual project. No fiscal impacts apply.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The Project will be subject to the California Environmental Quality Act (CEQA). Once an application is received and deemed complete, a CEQA consultant will prepare an Initial Study to determine whether the

Project will have a significant impact on the environment. The Initial Study will determine the type of environmental review document required (i.e. Mitigated Negative Declaration or Environmental Impact Report). Where significant impacts are identified, project mitigation will be required. Detailed mitigation measures will be identified based on the project specific proposal.

RECOMMENDATION:

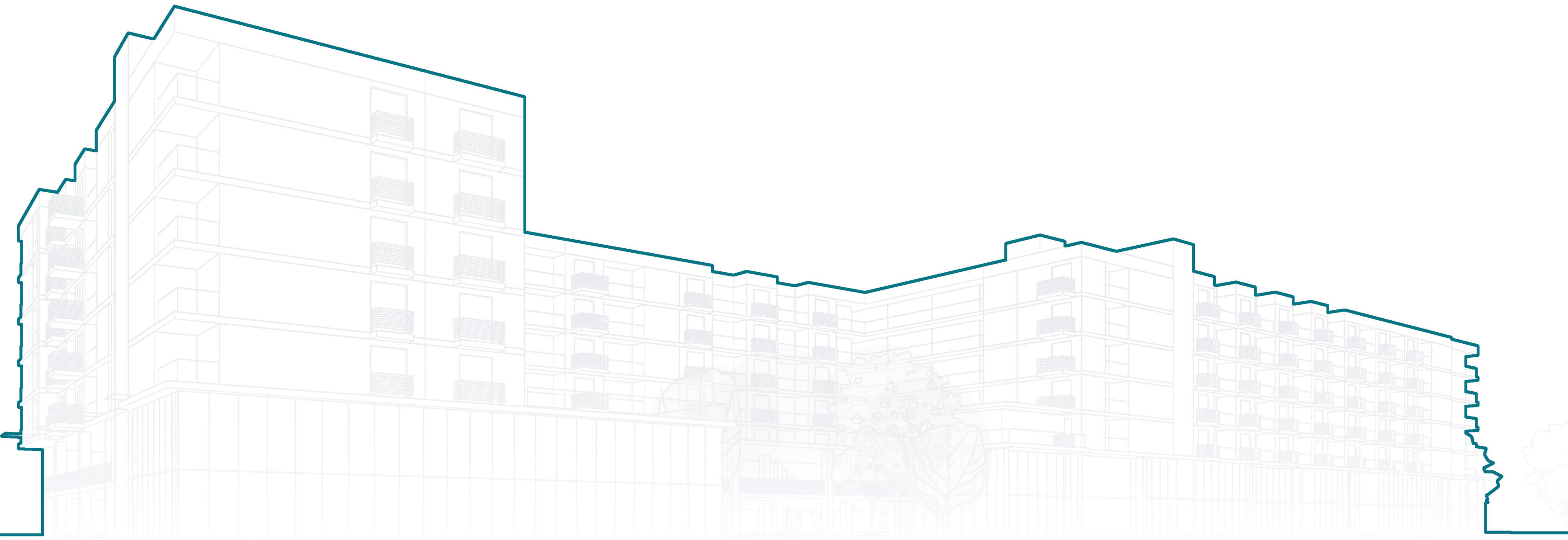
- (1) Receive presentation from staff and the applicant;
- (2) Receive public comment, and
- (3) Provide feedback on the Preliminary Review Application for redeveloping 1851 McCarthy Blvd.

ATTACHMENT(S):

- (a) Conceptual Project Plans – 1851 McCarthy Blvd.
- (b) Letter from Applicant

1851 McCARTHY MIXED-USE PROJECT

08/18/2023



UNIT TYPE RATIO

Unit Type	Ratio (Milpitas)	Calculated		Adjusted		Comment
Studio	0.13	27	13%	30	14%	
1-Bed	0.42	88	42%	95	43%	
2-Bed	0.4	84	40%	85	39%	
3-Bed	0.05	11	5%	10	5%	
Total Unui Number Proposed	1	210	100%	220	100%	

UNIT AREA ANALYSIS

	Average (Sq.Ft.)	Studio	1-Bed	2-Bed	3-Bed	Comment
Area Min. (Sq.Ft.)	754	511	587	717	1,200	
Area Max. (Sq.Ft.)	1552	1,216	1,509	1,579	1,903	
Area Average (Sq.Ft.)	678	525	667	741	778	Milpitas & N.SJ
Unit Area Proposed (Sq.Ft.)	880	560	680	980	1,300	

UNIT COUNT

	Unit Number	Studio	1-Bed	2-Bed	3-Bed	Comment
7th FL.	44	6	19	17	2	
6th FL.	44	6	19	17	2	
5th FL.	44	6	19	17	2	
4th FL.	44	6	19	17	2	
3rd FL.	44	6	19	17	2	
2nd FL.	Parking					
1st FL.	Parking					
Total Unit Number	220	30	95	85	10	

AREA CALCULATION

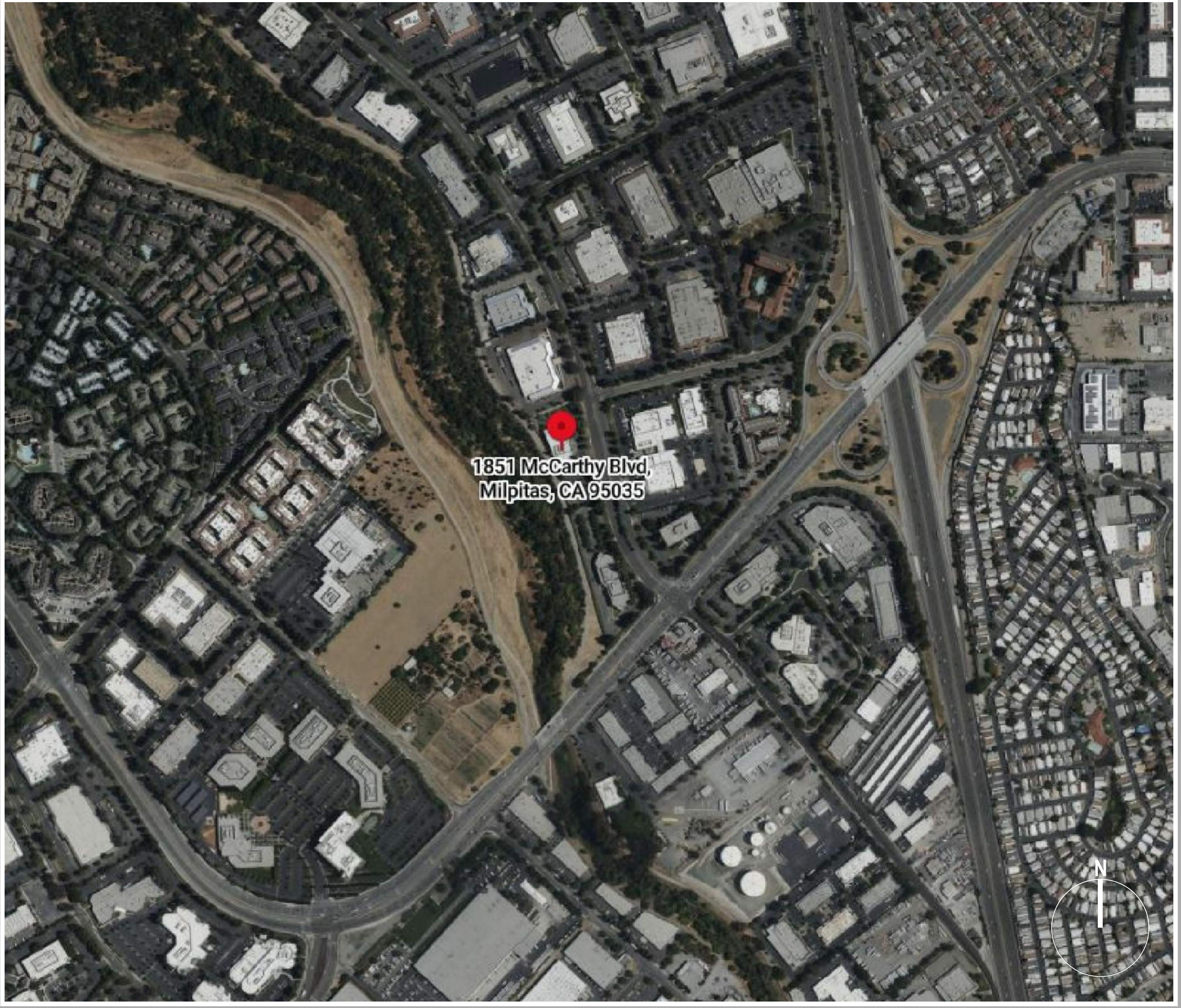
	Use	Area (Sq.Ft.)	Building Area	Circulation	Leasable Area	Garage Area	Comment
7th FL.	Residetial	46,090	46,090	4,800	41,290		
6th FL.	Residetial	46,090	46,090	4,800	41,290		
5th FL.	Residetial	46,090	46,090	4,800	41,290		
4th FL.	Residetial	46,090	46,090	4,800	41,290		
3rd FL.	Amenity	3,550	3,550	4,800	41,290		
	Residetial	46,090	46,090				
2nd FL.	Parking Garage	62,950				62,950	
	Office	860	860				
1st FL.	Amenity						
	Lobby	2,560	2,560				
	Commercial	11,070	11,070				
	Parking Garage	59,100				59,100	
Building Area (Sq.Ft.)			248,490				
Circulation Area (Sq.Ft.)				24,000			
LeasibleArea (Sq.Ft.)					206,450		
Garage Area (Sq.Ft.)						122,050	
Total Building Area Includiing Garage (Sq.Ft.)						370,540	
Site Area (Sq.Ft.)						118,047	
FAR (Including Garage)						3.14	
FAR (Not-Including Garage)						2.11	

PARKING ANALYSIS

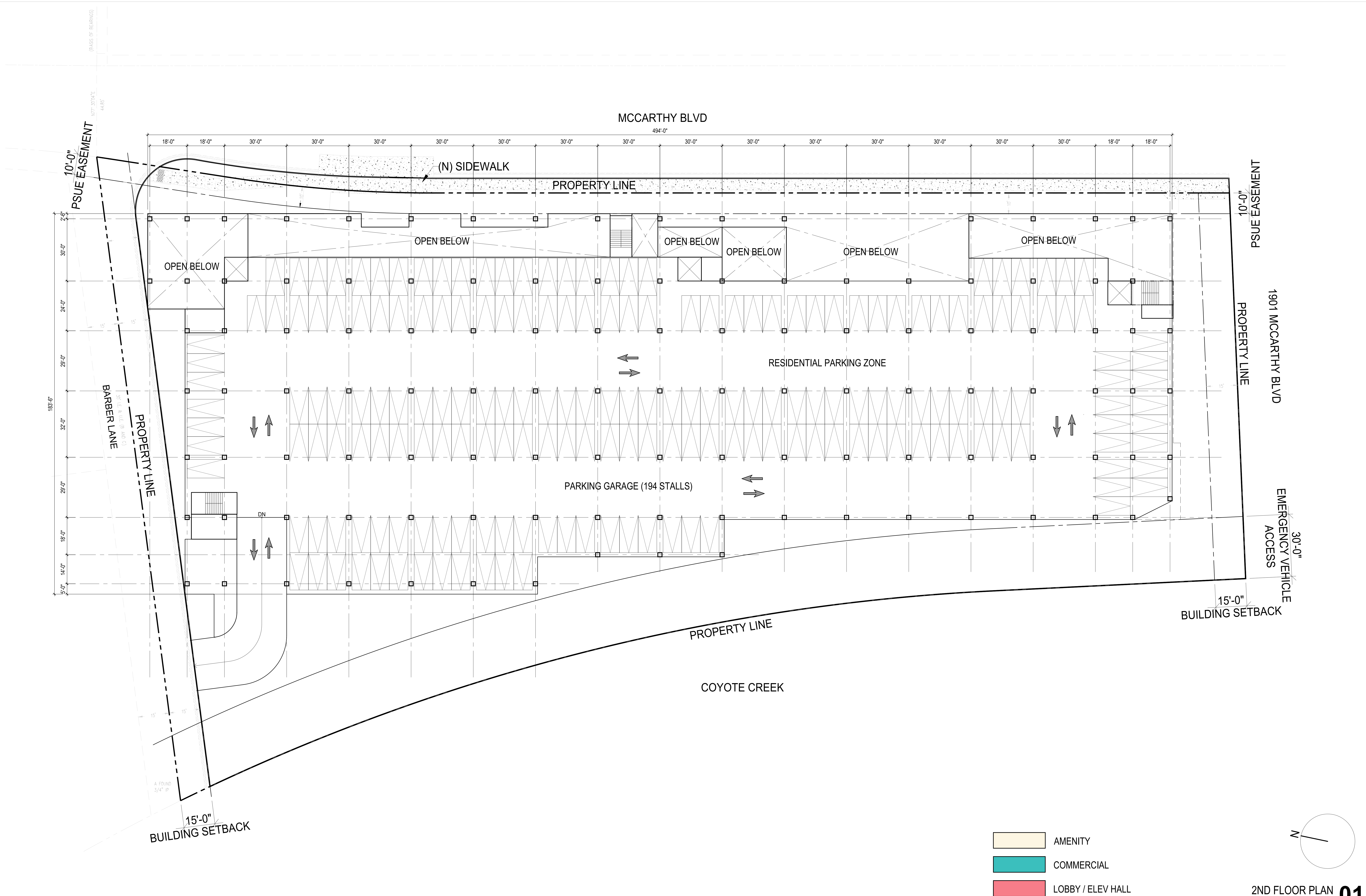
Unit Type	Count	Parking Factor	Required Parking Number	Comment
Studio	30	1	30	
1-Bed	95	1.5	142.5	
2-Bed	85	2	170	
3-Bed	10	2	20	
Residential Parking Total	220		362.5	
Commercial Area (Sq.Ft.)	11,070	4 per 1,000 Sq.Ft.	45	
Office Area (Sq.Ft.)	860	3.3 per 1,000 Sq.Ft.	4	
Commercial Parking Total	11,930		49	
Total Required Parking			412	
Total Parking Proposed				Ground Surface: 22 Ground Garage: 155 2nd FL. Garage: 194

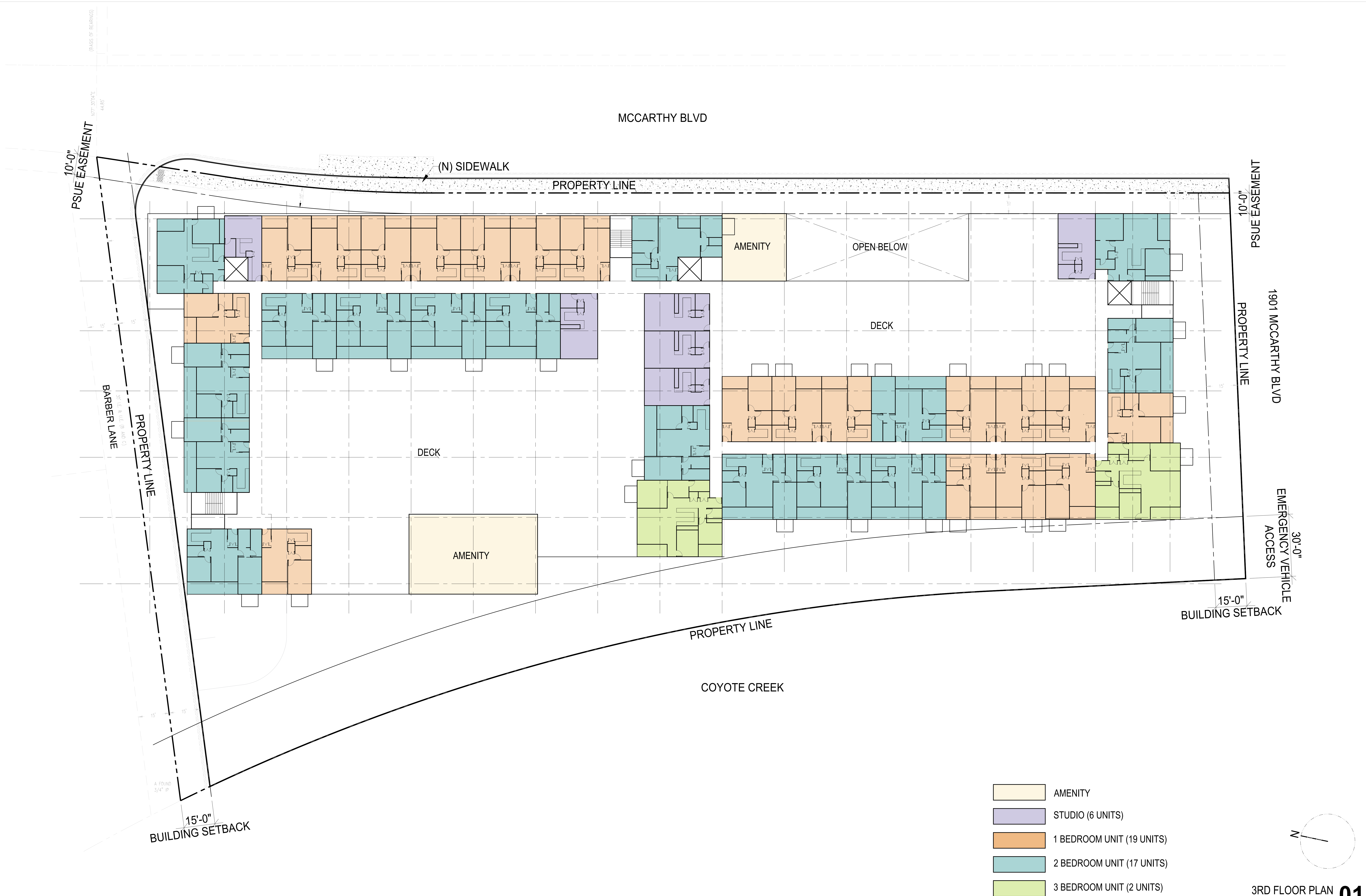
SITE INFORMATION

		Note
Site Area (Sq.Ft.):	118,047	
Site Area (Acre.):	2.71	
Du / Acre:	69.74	
Building Area (Sq.Ft.):	248,490	
Leasible Area (Sq.Ft.):	206,450	(Residential Area)
Garage Area (Sq.Ft.):	122,050	
Total Floor Area:	370,540	(Building Area + Garage Area)
FAR:	3.14	(Including Garage)
	2.11	(Not-Including Garage)
Proposed Building Story:	7 Story	(Type I - 2 Story + Type III - 5 Story)
Proposed Building Height:	74'-6"	
Proposed Parking:	371 Stalls	(Ground FL - 178 Stalls , 2nd FL - 194 Stalls)

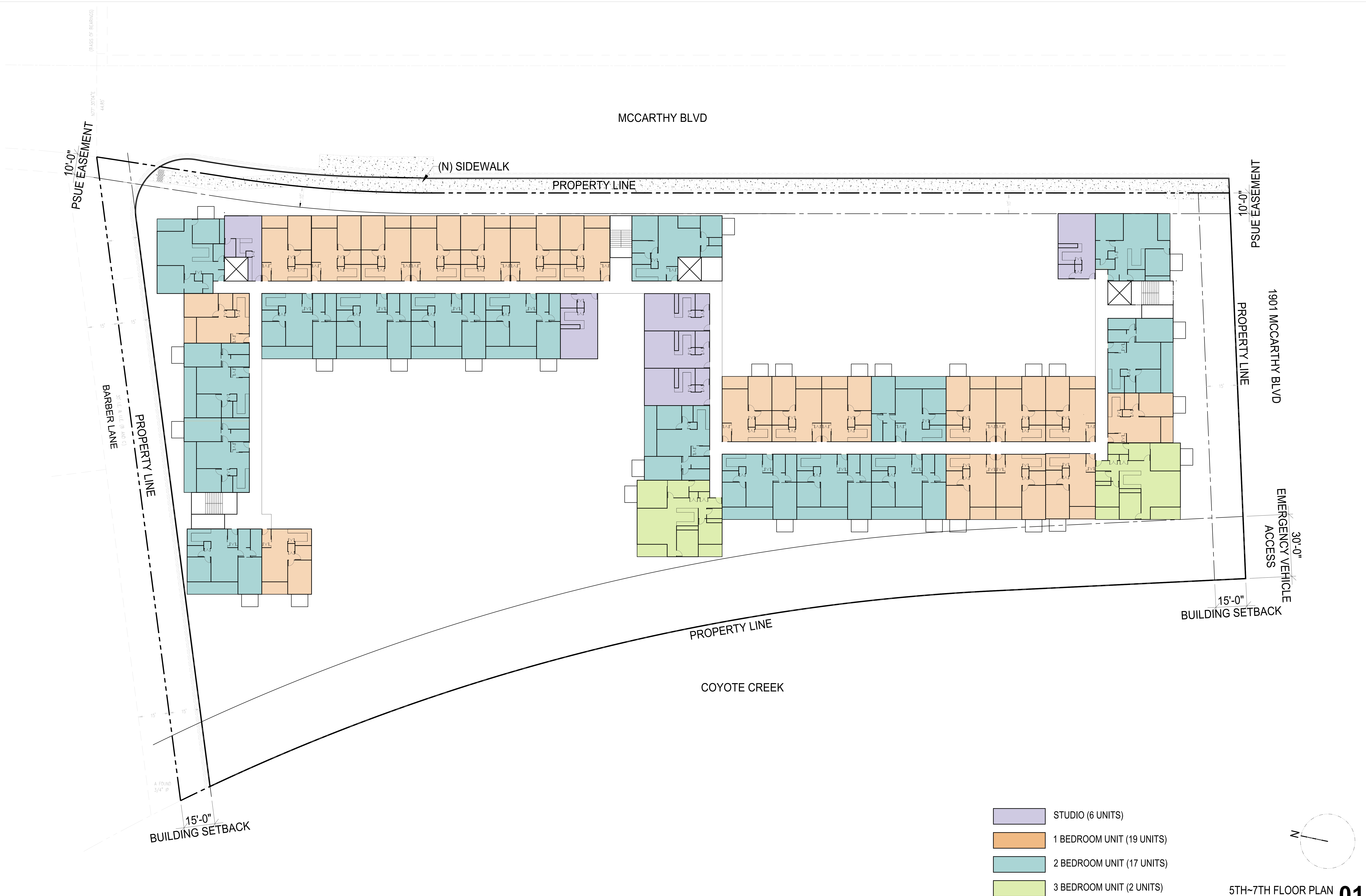


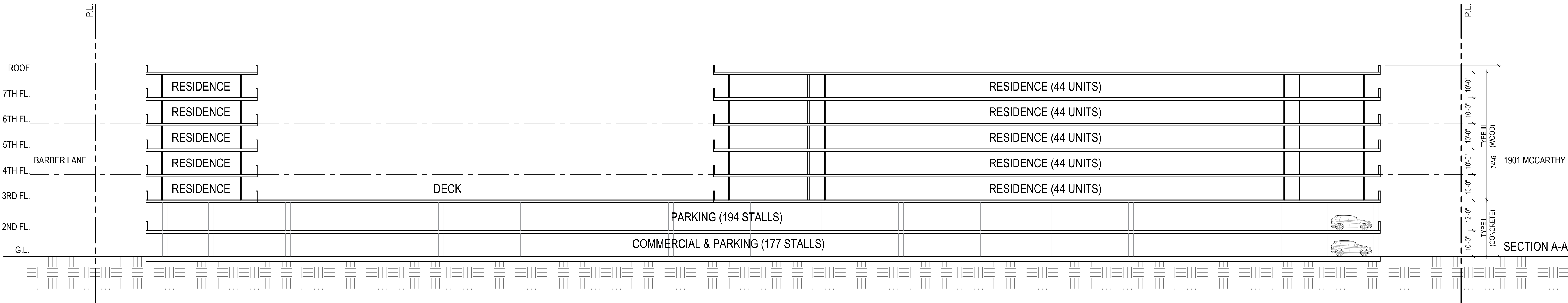
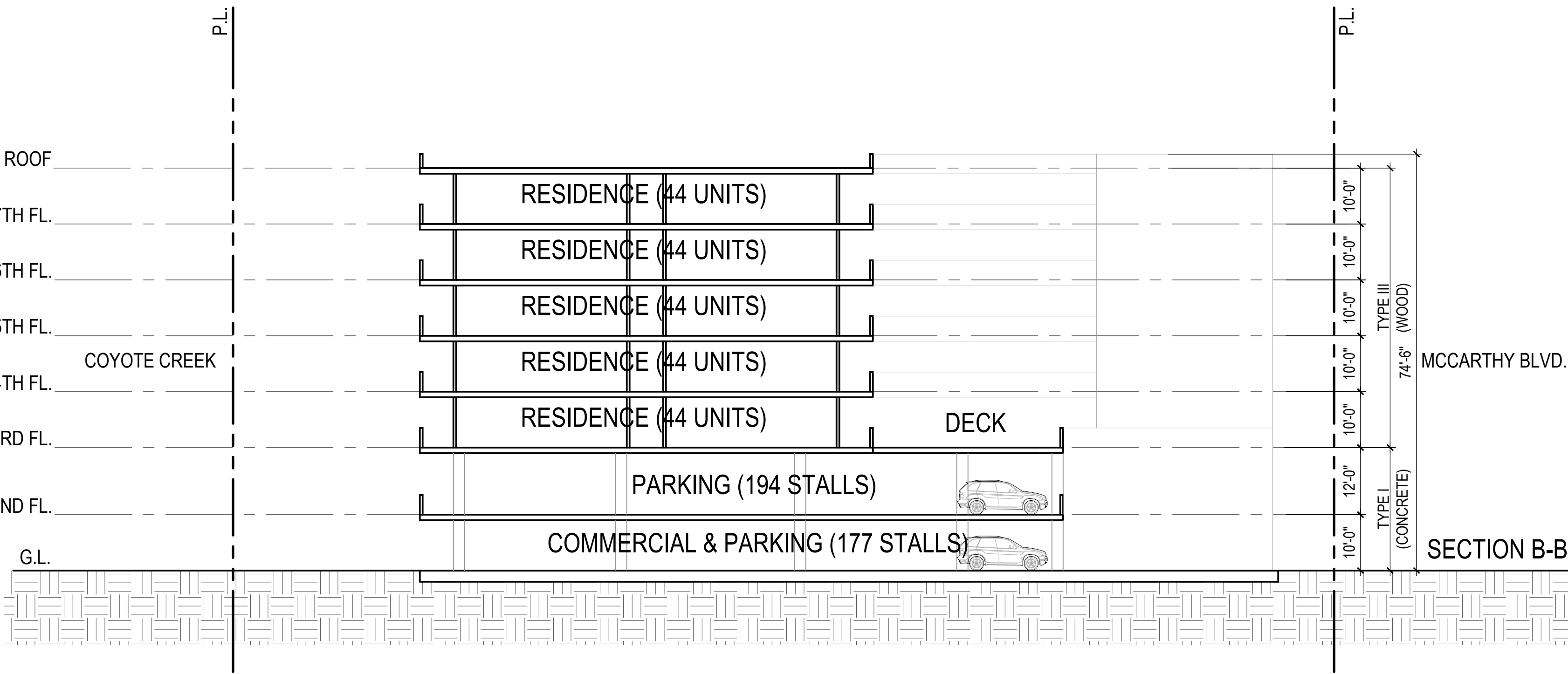














SCHEMATIC BUILDING EXTERIOR 01

Scale: 1/16" = 1'-0"

Project Owner:

Phase:

Drawing No. :

Publishing Date:

Project:

SCHEMATIC DESIGN
REVIEW PLAN

08

08/17/2023 Project Address: 1851 McCarthy Blvd., Milpitas, CA 95035

1851 McCARTHY MIXED-USE





SCHEMATIC BUILDING EXTERIOR 01

Project Owner:

Phase:

Drawing No. :

Publishing Date:

Project:

SCHEMATIC DESIGN
REVIEW PLAN

09

08/17/2023 Project Address: 1851 McCarthy Blvd., Milpitas, CA 95035

1851 McCARTHY MIXED-USE





SCHEMATIC BUILDING EXTERIOR 01

Scale: 1/16" = 1'-0"

Project Owner:

Phase:

Drawing No. :

Publishing Date:

Project:

SCHEMATIC DESIGN
REVIEW PLAN

10

08/17/2023 Project Address: 1851 McCarthy Blvd., Milpitas, CA 95035

1851 McCARTHY MIXED-USE









Land Use Planning, Entitlement, Construction Management – Trang@tntldservices.com – (408) 857-4731

August 21, 2023

**Mr. Jay Lee
City of Milpitas
455 E. Calaveras Blvd.
Milpitas, CA 95035**

RE: 1851 McCarthy Blvd. – Mixed Use Residential Commercial Development Proposal

Dear Jay,

This letter is served as a request for a Preliminary Review of the attached Site Plan for a Mixed Used Residential Commercial development consisting of 220 Residential units and approximately 11,000 sf of commercial retail spaces.

The project site is located on approximately 2.7 acres with the current approval for a 220-rm hotel with a time-extension application submitted to the City. Due to the current negative economic conditions and the lack of interests in hotel company prospects for this site, we are requesting for a change in Land Use for the site with the following request: General Plan Amendment, Zoning Map Amendment, Site Development Permit, Tentative Map and Environmental Assessment to allow for this Mixed-Use development.

As defined by the MRSC of Washington, mixed use development is characterized as pedestrian-friendly development that blends two or more different land uses and considered as one of the ten principles of Smart Growth to serve the community, public health, and the environment. This development is serving a much-needed residential usage for the surrounding existing offices that allows people to live, work and shop within all walking distance. The project is proposed to be a vertical mixed-use development consists of seven (7) story building with commercial retail and public parking spaces on the ground floor with residential parking on level 2. Level 3 to 7 is proposed for 220 residential units with a mixed of Studio units to three-bedroom units ranging from 750sf to 1550sf unit. Approximately 11,000sf of commercial retail office will be offered on the ground floor along with share residential and commercial parking spaces with public access. Level 2 parking spaces are for the reserve for residential uses only. Open spaces and amenity building are provided on level 3 to 7.

Thank you for your time and consideration of our request. I am available for any questions or additional information needed to have this request process by the City. My contact information is below:

Trang TuNguyen
Trang@TntLdServices.com
(408) 857-4731

Thank you,

Trang TuNguyen



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Consider Approval of a Permanent Pickleball Site and Provide Feedback on Future Programming Plan (Staff Contact: Renee Lorentzen, Director of Recreation and Community Services, 408-586-3409)
Category:	Community Services and Sustainable Infrastructure
Meeting Date:	3/19/2024
Recommendation	(1) Approve conversion of two of the four Hall Park Tennis Courts to pickleball and direct staff to include proposed adjustments to CIP 5116 project budget as part of the annual CIP cycle; and (2) Provide feedback on future pickleball opportunities in Milpitas.

BACKGROUND:

The Milpitas City Council approved a new Parks and Recreation Master Plan on December 14, 2021. A Park and Recreation Master Plan is a strategic document that studies the existing park system, facilities, and recreation programming, and identifies a planning blueprint to improve, protect and expand the City's network of parks, facilities, and recreational services for the future. As identified in the new Plan, key sports resonated with the community for installation and/or expansion for the growing community – one of which was Pickleball.

At the time of the Master Plan drafting, available temporary Pickleball courts in Milpitas were located at:

- Milpitas Sports Center Gym (6 courts)
- Peter Gill Park Handball Courts (2 courts)
- Robert Browne Park Tennis Courts (2 courts)

Pickleball at the Milpitas Sports Center was available indoors in the Large Gym through the Adult Drop-In Sport Program weekly on Tuesdays from 5:30 – 9 p.m., Wednesdays from 8 – 11 a.m., and every other Friday from 8 – 10:30 a.m. The large gym was/is not currently lined for regulation pickleball courts. City-owned nets and court delineators are set up by City Staff. Morning sessions were limited to approximately 8 weeks in the summer to accommodate youth sports camps in the Large Gym.

Pickleball at both the Browne Park and Gill Park Courts were on existing outdoor sports courts for Tennis and Handball, respectively. Pickleball court lines were painted per regulation size, however players had to bring and set up their own nets.

On March 15, 2022, City Council approved and directed staff to implement a Pilot Pickleball Program (Pilot) at Gill Park handball courts and two Hall Park Tennis Courts, and following the conclusion of the Pilot, remove existing pickleball court lines from Robert Browne Park Tennis Courts. The Pilot launched in August 2022 and included improvements to the physical program sites, onsite storage of nets, newly established program hours on shared courts, and development of a volunteer program that engaged volunteers responsible for setting up and removing nets for the program. The Pilot created six (6) new temporary pickleball courts at Hall Park Tennis courts and enhanced the two (2) existing temporary pickleball courts at Gill Park Handball Courts.

Since the Pilot was established, outdoor pickleball has grown considerably in Milpitas and most notably at the Hall Park Tennis location. On April 18, 2023, the Milpitas City Council adopted the 2024- 2028 Capital Improvement Program that included a new Park Improvement project CIP 5116 Pickleball Improvements for \$100,000. Staff received direction to return to City Council at a later date with a recommendation for a location for permanent pickleball courts in Milpitas.

Analysis:

The 2021 Parks and Recreation Masterplan identifies and recommends additional Pickleball opportunities in Milpitas in response to current and expanding interest in the sport in Milpitas. Implementing new programs and/or new types of uses at existing park facilities is a thoughtful process but often challenging when trying to address the interests of resident park amenity users, park neighbors, and residents at large. Communities throughout the country are facing a similar scenario as Milpitas, trying to balance the well-founded desire on the part of players to enjoy pickleball while supporting residents' interests in other sports, and park neighbor quality of life.

Staff's approach to both the Pilot and subsequent evaluation of a permanent pickleball courts location was a multi-layered approach as *summarized* below. Staff's presentation to City Council will include detail on these approaches.

Initial Engagement and Assessment

Prior to the implementation of the Pilot, in May 2022, staff conducted an initial assessment of tennis "hours played" at Hall Park Courts to understand pre-Pilot utilization levels. Assessment of Gill Park was not conducted as pickleball courts were already available for play. Signs were posted at both Pilot sites informing users of the new Pilot program, impending site work and future program hours and rules. These signs also invited and encouraged all court players to attend a community meeting on June 16, 2022, to review the Pilot program, shared courts rules, and address any concerns users might have. Approximately 30 - 40 people attended this meeting.

After the Pilot launch, staff conducted bi-monthly assessments including court utilization and decibel readings, through August 2023.

Community Meetings and Focus Group Engagement

Following the initial pre-Pilot engagement Staff hosted three (3) community/public meetings and one (1) focus group. The first community meeting was held on September 25, 2023. At the October 2, 2023, Parks, Recreation and Cultural Resources Commission (PRCRC) meeting, staff presented a Pilot program overview and sought feedback on a potential permanent pickleball courts site at Hall Park Tennis Courts. The Hall Park Courts tennis players attended this meeting and requested a second community survey and community meeting be conducted as they generally felt unaware of the opportunity to participate in the community process. In response to these requests and PRCRC support of the additional outreach, staff scheduled and began working on a 1) focus group meeting, 2) second community survey, and 3) second community meeting. A focus group meeting with equal representation from Tennis and Pickleball players was held on November 16, 2023. Feedback from the focus group provided insight from both groups on their perspectives on court safety, access, and needs of their players. The focus group also provided feedback on questions that should be asked on the 2nd community survey. This exercise reviewed both the previous survey questions and prompted new questions they'd like to see. A community meeting was hosted on February 8, 2024, to review the results of the latest survey and discuss options for permanent pickleball courts that would affect Hall Park Courts.

Meeting Date	Meeting Location	Estimated Attendance
September 25, 2023	Community Center	35
October 2, 2023	City Hall – PRCRC Meeting	80-100
November 16, 2023	Community Center – Focus Group	10
February 8, 2024	Community Center	143

Community Surveys

Staff conducted two community surveys, seeking feedback from Hall Park Users and neighbors on current site uses and impacts following the establishment of temporary pickleball courts at the site.

	Survey Date Range	Survey Respondents	Estimated % of Resident Respondents
Survey #1	April 3 – May 15, 2023	205	62%
Survey #2	December 1– January 8, 2024	608	62%

The results of the Survey #2, although similar in response to Survey #1, had improved participation and included many of the questions requested at the November focus group. Survey takers self-reported their residency. Results from this Survey #2 reflecting resident responses were reviewed at the February 8, 2024, community meeting. Survey #2 garnered valuable feedback on, but not limited to, average age of the survey taker, transportation modes of park visitors, rate of visitation to tennis and pickleball courts in Milpitas, wait times, peak use times, impacts to the neighborhood, and receptiveness to changes to Hall Court uses changing or reverting back to single use, and shared use between tennis and pickleball.

Existing Tennis and Pickleball Court Inventory

Milpitas' public courts currently include:

- 25 outdoor permanent tennis courts at various City Parks*:
 - Browne (4), Cerano (1), Dixon Landing (3), McGuire (4), Gill (3), Hall (4), Pinewood (4), Evatt (2), * *Court counts prior to Pilot Program*
- 14 temporary pickleball courts**:
 - 8 outdoor temporary pickleball courts at:
 - Gill Park (2), Hall Park (6), ** *Browne Courts (2) not counted as inventory due to previous Council direction to remove the courts following the Pilot*
- 6 indoor temporary pickleball courts at:
 - Milpitas Sports Center Large Gym (6)

Table 4-5: Sports Courts, referenced in the 2021 Milpitas Parks and Recreation Master Plan, shows sport court opportunities in Milpitas, in comparison to other cities in the area. The data shown on the table reflects facilities available in 2021 and 2019 census population levels. Note the highlighted Tennis and Pickleball Court numbers reflect pre-Pilot court counts. Milpitas does well in providing outdoor tennis and pickleball courts per the National Parks and Recreation Association (NRPA) which is referenced as the industry standard.

	MILPITAS		CUPERTINO		DUBLIN		MOUNTAIN VIEW		REDWOOD CITY	
		Residents per court		Residents per court		Residents per court		Residents per court		Residents per court
SPORTS COURTS										
Outdoor Basketball Court	8	10,525	6	9,879	13	4,987	8	10,342	4	21,481
Tennis	25	3,368	28	2,117	12	5,402	35	2,364	7	12,275
Pickleball	6	14,033	7	8,468	0	-	2	41,370	5	17,185
Volleyball	1	84,196	0	-	5	12,965	1	82,739	0	-
Bocce Court	2	42,098	2	29,638	2	32,413	2	41,370	2	42,963
Handball Court	2	42,098	0	-	1	64,826	2	41,370	2	42,963

Table 4-5: Sports Courts

Table 4-8: Service Level Standards and Gaps, referenced in the 2021 Milpitas Parks and Recreation Master Plan, detail Milpitas' facility service levels overall. The data shown on the table reflects facilities available in 2021 and 2019 census population levels. Current tennis court services in Milpitas exceed both NRPA Guidelines and average standards in comparable cities. Outdoor pickleball court services in Milpitas are not yet measurable by NRPA, however are lower than the average standard in comparable cities.

Based on Milpitas projected population of 113,530 by 2040:

- Tennis Courts should be increased by one (1) court for a total of 26 courts by 2040.
- Outdoor pickleball courts should total eight (8) courts to meet current population demands and increased by four (4) courts for a total of 12 courts by 2040.

	NRPA Guidelines	Average Standard for Comparable Agencies	Milpitas Facilities	Milpitas Existing Level of Service	Proposed Guideline	FACILITIES NEEDED	
						Current Population (2019) 84,196	Projected Population (2040) 113,530
FACILITY							
Baseball/Softball Fields	1/9,611	1/8,643	11	1/7,600	1/7,500	0	4
Outdoor Basketball Courts	1/8,557	1/11,672	8	1/10,525	1/10,000	0	3
Community Centers	1/42,491	1/52,348	1	1/84,916	1/56,600	1	1
Soccer Fields	1/9,085	1/9,072	4	1/21,049	1/22,600	0	1
Tennis Courts	1/6,242	1/5,540	25	1/3,368	1/4,300	0	1
Outdoor Pickleball Courts	n/a	1/22,341	6	1/14,033	1/11,000	2	4
Cricket Pitches (regulation)	1/59,227	1/62,051	0	n/a	1/56,600	1	2
Playgrounds	1/3,859	1/9,735	31	1/2,716	1/3,100	0	5
Dog Parks	1/58,000	1/42,005	2	1/42,098	1/38,000	0	1
Outdoor Amphitheater	1/57,304	1/45,203	0	n/a	1/99,000	1	1

Table 4-8: Service Level Standards and Gaps

Recommendation Considerations for Permanent Pickleball

Selecting a site(s) for permanent pickleball courts in Milpitas will impact any prospective location's existing use and/or surrounding neighborhood. As previously mentioned, communities throughout the country are facing a similar scenario to Milpitas, with many cities converting existing sport courts such as tennis and basketball courts to dedicated pickleball courts. Cities like San Francisco, Walnut Creek, Dublin, Cupertino, and Sunnyvale have recently converted existing sport courts to pickleball to meet the growing demand in their communities.

Staff are recommending City Council consider permanent, dedicated pickleball courts be located on two of the existing four Hall Park Tennis Courts, creating a dual use court system with two (2) tennis courts and approximately six (6) pickleball courts. The proposed court system would also include a fence between the two sport court areas for safety, and sound dampening windscreens/padding. There is currently \$100,000 allocated for CIP 5116 for permanent pickleball courts. Public Works staff estimate an additional \$150,000 will be needed to complete improvements to Hall Park Courts.

There are some commonly perceived and experienced downsides to this growth. Existing site users feel displaced by new uses and are protective of maintaining current site use. Should Hall Park Tennis Courts be converted to a permanent shared use site, Hall Park tennis players emphasize the need for safety precautions such as fencing between the two sports to prevent errant balls and posted rules and regulations for both sports, for successful cohabitation. Pickleball as a sport is louder than tennis because of more players in one location, the noise of the paddles and balls, and the players' overall enthusiasm. Hall Park neighbors have

articulated mixed responses during the Pilot program and subsequent community meetings and surveys to pickleball at Hall Park. Neighbors reported enjoying the increased use of the park's court system with the arrival of pickleball. They also expressed concerns over increases in traffic, illegal parking, littering, and noise. Additionally, neighbors offered the perspective that the Hall Park site amenities could not sustain additional courts, on top of the already existing six (6) temporary courts at the site now.

Should City Council approve a permanent pickleball courts site at Hall Park, staff will continue to monitor site activity for any program area updates and improvements.

At the February 8, 2024, community meeting, staff reviewed the above staff recommendation and future programming ideas with the public, as part of a potential future staff recommendation. Some alternate site options that were included in Surveys #1 and #2 were also available for feedback, through a dot exercise that evening. Below is a complete list of the staff recommendation and alternate site options listed in order of favorable responses gathered from survey results and the February 8 community meeting:

Staff Recommendation

Create a dual use court system with two (2) tennis courts and six (6) pickleball courts, including a fence between the two sport court areas for safety, and sound dampening windscreens/padding.

Alternate Option 1

Resurface Hall Courts and retain 4 tennis Courts (no Pickleball)

Alternate Option 3

Resurface Hall Courts and create 12 pickleball courts (no tennis)

Alternate Option 2

Resurface Hall Courts and create 100% multiuse system with programmed use times and priority

Future Programming

Future programming changes, improvements and evaluation regarding pickleball, tennis and sport courts in general will be ongoing. Staff has identified the following future programming tasks for evaluation and potential implementation to help support a successful transition for Hall Park Court users, neighbors, and residents at large. Staff is seeking feedback from City Council on the following:

- Re-line Milpitas Sports Center large gym to include regulation pickleball courts (existing 6 courts are not permanently lined)
- Evaluate Milpitas Sports Center drop-in pickleball schedule relative to high demand hours of play at outdoor courts
- Evaluate costs and space to remove Gill Park handball wall and convert temporary courts to permanent courts
- Explore locations for future pickleball courts and tennis courts as prescribed in the Parks and Recreation Master Plan
- Encourage private development of multi-sport courts including tennis and pickleball, in commercial areas

Fiscal Impact:

There is currently \$100,000 allocated for CIP 5116 for permanent pickleball courts. Public Works staff estimate an additional \$150,000 will be needed to complete improvements to Hall Park Courts. With City Council direction, staff to include the proposed adjustments to CIP 5116 project budget as part of the annual CIP cycle, for a total project budget of \$250,000 in CIP 5116.

California Environmental Quality Act:

The action being considered is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19 (Categorical Exemptions), Section 15301 – Existing Facilities (e).

Recommendation:

- 1) Approve conversion of two of the four Hall Park Tennis Courts to pickleball and direct staff to include proposed adjustments to CIP 5116 project budget as part of the annual CIP cycle;
- 2) Provide feedback on future pickleball opportunities in Milpitas

Attachments:

None.