

City Council Questions
January 28, 2020 Council Meeting

ITEM 3.1 GUN SAFETY-RELATED ISSUES: REGULATORY OPTIONS

1. Have there been any inquiries to Planning about opening another brick and mortar gun store in the city?

We have not received any specific inquiries about new gun stores. That being said, gun sales fall under the use category of “general retail” so people can be asking about that without specifically stating they intend to sell guns.

2. What is the (estimated?) amount of business that the home-based businesses in Mountain View do?

The City does not have an amount or estimated amount of business for the home businesses in the City. However, the home businesses have reported gross receipts exceeding \$5000 on their business license applications.

3. Can you please add Mountain View to the chart on page 6 of the staff report?

Yes, we’ve added it here and it will also be included in staff’s presentation.

	Sunnyvale*	Palo Alto	Los Altos	Menlo Park	Cupertino	San Jose	Santa Clara	Mountain View
Regulating or Prohibiting Possession of Firearms on Public Property	X (prohibition on discharge of firearms)	X	X (under 18 years old only)	X	X (in parks only)	X	X (prohibition of discharge of firearms)	X (prohibition of discharge, & possession in parks & rec facilities only)
Home Businesses		X	X			X		
Keeping Dealers Away from “Sensitive” Areas		X						
Safe Storage	X (homes)					X (homes)		

4. What specifically is currently included in the category "recreation facilities"?

The current list of recreation facilities are:

- Mountain View Community Center
- Mountain View Senior Center
- The View Teen Center
- Rengstorff Park Pool
- Eagle Park Pool
- Historic Adobe Building
- Mountain View Sports Pavilion
- Whisman Sports Center
- Cuesta Tennis Center
- Rengstorff House

5. Are there currently signs posted in parks and recreational facilities in Mountain View letting people know that possession of firearms is prohibited?

There is no signage prohibiting firearm in recreational facilities. City parks do have signs that state "No Weapons."

6. The staff report says amortizing home occupations may take significant staff time. Would simply grandfathering in the two existing home-based gun dealers likely take less staff time?

Yes, but any amendment to the zoning ordinance would require more staff time than the options that do not require amending the zoning ordinance. Amortization requires an analysis of what would be a reasonable period of time for the property owner to recover his/her investment.

7. What kind of use permit do Firearms dealers need now?

Firearm dealers are not required to obtain any use permits at this time.

8. How would a city ordinance requiring safe storage in homes and cars differ from current state law?

Current state law only specifically requires firearms to be safely stored where a child (without the permission of the child's parent or legal guardian) or someone prohibited from possessing a firearm is likely to gain access to the firearm. The city ordinance would require safe storage of all firearms regardless of who may gain access to the firearm(s).

9. What is the police activity associated to firearms businesses?

Firearms Related Police Reports Taken

	2020-YTD	2019	2018	2017	2016	2015	2000-15
Non-Storefront							
D. Hamm	0	0	0	0	0	0	0
Tactically Prepared, LLC	0	0	0	0	0	0	0
Toby's Tactical	0	0	0	1	0	0	0
	0	0	0	1	0	0	0
Storefront							
Bay Area Gun Vault	0	0	0	5	1	0	3
Eddy's Sports Shop	0	0	0	1	0	0	2
	0	0	0	6	1	0	5
Grand Total	0	0	0	7*	1	0	5

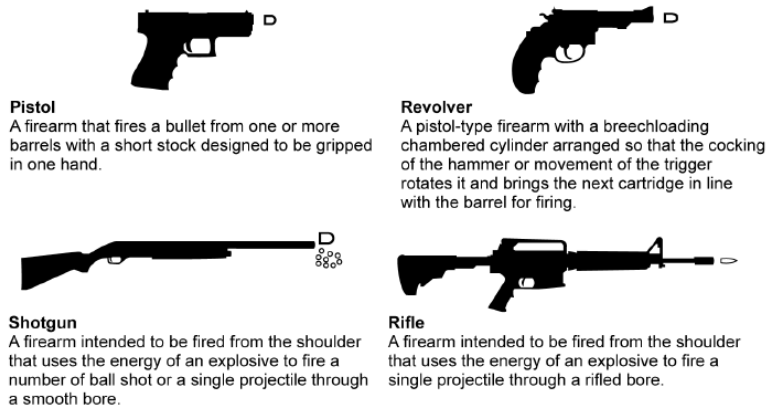
*All but one case involves prohibited persons attempting to purchase firearms. One case is an attempted burglary of a storefront establishment.

10. What are some firearm basics?

Firearms are generally divided into categories of handguns (semi-automatic pistols and revolvers), shotguns, and rifles.

The term "centerfire" refers to the most common type of ammunition that a majority of guns use, which is a cartridge that has a primer in the "center" of the bullet. The other type of ammunition is "rimfire," in which the rim of the cartridge is compressed to fire the bullet. These are less common and are typically less accurate for distance shooting.

Caliber is a measurement of the diameter of the bullet or the bore. Caliber is generally measured in hundredths or thousandths of an inch, such as a .22 caliber means 22/100th of an inch. Sometimes the metric system (millimeters) is used, such as 9mm.



ITEM 4.4 RECOLOGY SCOPE OF SERVICES AND SMART STATION NEGOTIATING PARAMETERS

1. On Attachment 1, in the Recycling Center Operations row, it says “update list, some items are no longer accepted due to market conditions”. Since market conditions change from time to time, is it possible to update the list from time to time during the new 10-year contract?

Yes, we can include the current list of items accepted and also require a periodic review of the list based on market conditions to either remove or add additional items that Recology must accept and recycle.

ITEM 4.6 PROPOSED EARLY INVESTMENT IN AFFORDABLE HOUSING IN MOUNTAIN VIEW BY GOOGLE

Following finalizing this item, staff and Google discussed particulars about the memorandums of understanding, and based on this, staff will be revising the second recommendation slightly to provide flexibility for who will be party to the MOU(s), as follows:

Recommendation 2. Direct staff to work with Google and the Housing Trust of Silicon Valley to finalize a Memorandum(s) of Understanding *between all three parties* and authorize execution thereof by the Interim City Manager or designee.

The third page of the report reference an “all three MOU parties” as well. The intent would be to allow Google and the City the flexibility to have one MOU with three parties or two separate MOUs.

ITEM 7.1 AMENDMENT TO CALPERS CONTRACT FOR ALL EMPLOYEES-ADOPT A RESOLUTION OF INTENTION AND INTRODUCE AN ORDINANCE

1. If the city agreed to pursue the change in 2011, why is this just now being pursued?

The City agreed to and implemented a CalPERS contract amendment with Fire Classic members in 2011. Based on the new laws pertaining to Government Code Section 20516 and the addition of PEPRA Fire employees, this contract now needs to be revised to include all Fire members.

The City agreed with all other bargaining units to pursue the contract amendment process in Fiscal Year 2012-13, but due to the implementation of PEPRA in early 2013, CalPERS was not allowing contract amendments. During subsequent discussions with the bargaining units in 2015 and 2017, the City renewed its agreement to pursue the contract amendment process for both Classic and PEPRA employees. Human Resources has been working with CalPERS for approval to begin the contract amendment; however, due to competing priorities and changes in CalPERS procedures in 2019 for the contract amendment process and the overall complexity of CalPERS’s requirements, implementation of this amendment has been more time consuming than expected and was postponed with the intention to bring it before Council this fiscal year.

ITEM 7.2 JANITORIAL SERVICES REQUEST FOR PROPOSALS

1. Page 6, Table 2 of the report shows hourly costs of line items in the current contract vs. adding union benefits. Could staff break out the annual costs of those line items on the two scales?

This information is not readily available without asking the City's current janitorial firm, SWA, to develop cost proposals for each line item as part of the City's existing contract. The total monthly and annual costs for scheduled services shown at the bottom of Table 2 incorporate both fixed and variable costs for the company and take into account higher pay rates for supervisors, leads, and certain other staff. Based on a preliminary staff analysis, each \$1.00 per hour increase in compensation and/or benefits provided to their employees will likely increase the City's contract in the range of \$60,000 to \$70,000 annually for scheduled and on-call services combined. This range could be applied to each line item for a rough estimate of potential cost increases (e.g., providing 5 paid holidays per year, shown as an hourly cost of \$0.32, may cost the City in the range of \$19,200 to \$22,400 annually).

2. Can you explain how health benefits pursuant to the ACA WORK?

The Affordable Care Act (ACA) Employer Mandate applies to employers with at least 50 full-time equivalent employees which are called Applicable Large Employers or ALEs. ALEs must offer minimum essential coverage that is affordable and that provides minimum value to their full-time equivalent employees (and their dependents). If an ALE does not offer minimum essential coverage or the minimum essential coverage is not affordable, the ALE may be responsible to pay a shared responsibility payment to the federal government. ACA outlines the definitions of full-time equivalent employees, minimum essential coverage, minimum value, and affordability. Full time is defined as working a minimum of 30 hours a week. Minimum essential coverage for employers can vary by situation but generally includes doctor visits (including maternity, new-born, and pediatric services), lab tests, prescription drugs, hospitalization, mental health, and emergency services). Minimum value is 60% of total cost of medical services for a standard population. Affordability rate is adjusted annually by the IRS, with the 2020 affordability limit for employee's cost for the health coverage set at 9.78 percent of an employee's household income.

3. If Council supports including a collective bargaining condition, could the City provide parameters for the terms of a contract such that costs are contained or can be renegotiated if the economy takes a downturn?

The City can initiate renegotiation of contract terms at any time for any reason. If the City and contractor cannot come to agreement during the renegotiations, the City can continue with the existing contract as is or terminate the contract and rebid the services. If the City decides to renegotiate terms with a janitorial services contractor that is a signatory to the union agreement, it will be up to the contractor to determine how to comply with both the union agreement and any renegotiated agreement with the City.

4. I recall back during the recession that the City had asked its vendors for a 10% reduction in costs of existing contracts to achieve cost savings. How was done - i.e. what were the terms that were modified?

From 2009 through 2013, the City sent annual notices to its service vendors requesting that the vendors propose pricing reductions in order to renew their annual purchase orders with the City. The City's letters did not provide specific percentage reduction targets. Vendors were given the choice to offer a total percentage reduction, some specific pricing discounts, or a reduction in labor rates billable to the City. Vendors were informed in the letter that if they chose not to reduce their pricing, the City may choose to rebid the services (effectively terminating that vendor's services at the end of the fiscal year). Staff would have to conduct additional research to determine how many vendors actually reduced their prices and/or how many services the City chose to rebid. At that time, the City's janitorial firm was GCA, a union-represented firm who had been providing services to the City since 2002. In 2012, GCA terminated its contract with the City, citing in their letter that they had absorbed nearly 20% in cost reductions since 2009 in response to the City's requests and could not continue to do so even with a reduced scope of services.

ITEM 8.1 MOBILE HOME RENT STABILIZATION

1. What new "rules" deemed to be associated with rental unit rent stabilization have been established by the RHC?

The RHC have established regulations to further clarify and implement certain CSFRA sections. The RHC has established the following Regulations:

- Rules of Conduct
- Petition Process
- Hearing Procedure
- Fair Return Standard Regulations
- Procedures for Annual General Adjustments
- Tenant Buyout Agreements
- New and Additional Occupants

2. Do other cities have their version of the RHC manage rent stabilization for mobile homes as well as apartments?

Yes. The cities that have both apartment rent stabilization as well as mobile home space rent stabilization have one body/board that governs both programs are San Jose, Santa Monica, East Palo Alto and Hayward.

3. Does staff know whether the Buena Vista Mobile Home Owners in Palo Alto bought their space and if so how they did that?

The Buena Vista Mobile Home Park was sold to the Santa Clara Housing Authority. The purchase and redevelopment of the park's infrastructure was funded through a three-way partnership between Santa Clara County, the City of Palo Alto and the Housing Authority. Residents currently living at the park retain the right to lease their spaces.

4. Does staff know if there is a Tenant Opportunity to Purchase Act (TOPA) or similar opportunity to purchase programming for mobile home parks in WA DC or elsewhere?

A California Court of Appeal has ruled that a right of first refusal amounts to a taking under the Constitution since it deprives the owner of one of the fundamental rights of property ownership – the right to dispose of ones property to anyone of the owners choosing (Gregory vs. San Juan Capistrano, 142 Cal App. 3d 172). There is also an attorney general’s opinion on this issue making the same finding based on the Gregory case. Although both the AG’s opinion and the case are on the older side, there is no new case law that would appear to overrule them. It should be noted that San Francisco has implemented an ordinance requiring that owners of multi-family housing wishing to sell that housing, first offer the housing to designated nonprofits. The San Francisco legislation includes a limited right of first refusal but the legislation has not been tested in court and does not apply to mobile home parks.

A home owners association may notify the park if it is interested in buying the park and the MRL does provide noticing requirements to a mobile home owners association in a park in case it is the intention of the park owner to sell the park, but it does not have the right of first refusal (MRL 798.80)

Staff currently is not aware of any TOPA program for mobile home parks. The Department of Housing and Community Development in Washington DC administers programs to assist low-to-moderate income District residents threatened with displacement because of the sale of their building. District law states that tenants in buildings up for sale must be offered the first opportunity to buy the building (DC Law 3-86, the “Rental Housing Conversion and Sale Act of 1980,”under which falls the Tenant Opportunity to Purchase Act (TOPA)). However, this currently does not apply to mobile homes.

5. Does staff know if there are any mobile home community land trusts?

Mobile Home Land Trusts or a TOPA-like program was not part of the research with regard to rent stabilization but could be included upon direction from City Council.

6. How might we set up a TOPA-like program or community land trust for mobile home parks in Mountain View?

Mobile Home Land Trusts or a TOPA-like program was not part of the research with regard to rent stabilization but could be researched upon direction from City Council.

7. In the section Processes for Upward or Downward Adjustment of Rent staff recommends waiting until after March vote... why is that?

The discussion of potential policy options for a mobile home park rent stabilization ordinance includes policy options mirroring the CSFRA where feasible. Since rent adjustment processes are part of the proposed CSFRA amendments, it will not be known yet whether the CSFRA amendments as proposed in the March ballot will be adopted. Therefore, staff recommended to wait until March ballot to implement any similar policies with regard to the Mobile Home petition process.

8. The CSFRA does not include vacancy control, but rather, the proponents argued that by having vacancy decontrol, it would allow for property owners to recoup any lost rent revenue as a result of rent caps. Why does staff recommend vacancy control for mobile home parks rather than having equitable conditions to CSFRA?

Staff is requesting that the Council provide direction on the policy of vacancy control/decontrol. Because of the unique nature of mobile homes and the substantial investment by the mobile home owner, there are different factors to consider. Costa Hawkins, which prohibits cities from imposing vacancy control, explicitly excludes mobile home parks and mobile homes. Local rent stabilization ordinances need to balance the directly competing interest of mobile home owners who want to sell and park owners who want a higher rent in a variety of ways. The sales price of a mobile home is directly related to the space rent the park owner will charge the new owner. If rent is low, the mobile home will generally command a higher price. If rents are high or increase on turnover, the mobile home may not command as much value. As space rents increase, the mobile home will depreciate in value while the land value appreciates. The general industry rule of thumb is that for every \$10 per month space rent increase, \$1,000 in mobile home equity is lost. Cities can regulate the amount of rent increase (if any) when a mobile home owner sells the mobile home to another person who will live in the unit and rent the space from the existing park owner. Some cities regulate spaces rents at vacancy in order to prohibit mobile home owners from increasing the space rent and thus decreasing the tenant's equity in the mobile home. Vacancy decontrol can result in park owners manipulating space rents in order to force mobile home owners to sell their mobile home to the park owner at a reduced price.

Local Jurisdictions have options on how to regulate vacancy control/decontrol upon "in-place" transfer, if so desired:

- No rent increase beyond annual increases (AGA)
- Rent increase allowed to a maximum set amount (\$25) or a maximum percentage
- No limits on rent increase upon "in-place" transfer.

For an overview of Vacancy Control/Decontrol policies in other Bay Area mobile home rent-stabilized jurisdictions, please see Attachment 1 of the staff report.

9. When crafting the CSFRA Reform Ballot Measure, now named Measure D, the City Council was advised by staff that it was necessary to clarify that CSFRA did not cover Mobile Home Park residents, and thus such language was included in Measure D. Could staff explain why such language is needed in order for the Council to pass a Mobile Home Park rent stabilization ordinance?

The CSFRA Subcommittee recommended and the City Council agreed that mobile homes should not be covered under the CSFRA but by a separate ordinance instead and that the CSFRA should be amended to definitively state that mobile homes are not covered under the CSFRA. The decision to specifically exclude mobile homes was a policy decision rather than a legal necessity although the inclusion of the specific exclusion of mobile homes eliminates ambiguity in the CSFRA that has resulted in litigation.

BRIEFING QUESTIONS FOR MOBILE HOME RENT STABILIZATION

The following questions have been received during briefing sessions:

1. Realizing these are not rent stabilization issues, but is it possible to include the following topics in the study:
 - a. Residents' first option to purchase park (TOPA) if a mobile home park is for sale?

A California Court of Appeal has ruled that a right of first refusal amounts to a taking under the Constitution since it deprives the owner of one of the fundamental rights of property ownership – the right to dispose of ones property to anyone of the owners choosing (Gregory vs. San Juan Capistrano, 142 Cal App. 3d 172). There is also an attorney general's opinion on this issue making the same finding based on the Gregory case.

Although both the AG's opinion and the case are on the older side, there is no new case law that would appear to overrule them. It should be noted that San Francisco has implemented an ordinance requiring that owners of multi-family housing wishing to sell that housing, first offer the housing to designated nonprofits. The San Francisco legislation includes a limited right of first refusal but the legislation has not been tested in court and does not apply to mobile home parks.

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- b. Park owner leases mobile homes but residents are not allowed to sublet. What are the resident's options in case of unreasonable rules and regulations of the park?

Although there is an AG's opinion that appears to say that park owners have to comply with the same rules as park residents, on closer reading it makes clear that a park owner can prohibit subleasing of the mobile home space while still renting out park owner-owned mobile homes. The park owner is not subleasing the space because the park owner owns the space, so a no subleasing clause that applies to park tenants does not apply to the park owner. If the park owner has a rule that said that tenants could not rent their mobile homes, then the park owner could not rent mobile homes, but it is likely that most park owners have clear language prohibiting subleasing of spaces rather than a prohibition on renting the mobile home.

In case of unreasonable rules and regulations of the park, the MRL requires that the park owner consult with the residents before imposing new rules. That is only a requirement to consult; the residents do not have to approve the new rule. New rules cannot impose fees on the residents and these fees are not enforceable if the fee has not been agreed upon in the rental agreement.

2. What is the process and timeline of an Urgency Ordinance to put a halt to rent increases until an ordinance has been adopted? Can this be for a retroactive date?

In terms of an urgency ordinance, the Council can introduce an urgency ordinance which becomes effective immediately but certain findings will be required that the ordinance is necessary to preserve the public health and peace.

Findings to support an urgency ordinance may include findings about the housing crisis in general, the impact of rent increases on mobile home owners and the fact that discussions of mobile home rent control are reasonably likely to cause mobile home owners to increase rents. Los Angeles County recently adopted mobile home rents stabilization by way of an urgency ordinance while it continues to consider the adoption of a final ordinance.

An urgency ordinance would immediately implement rent stabilization so rent increases would be regulated. Additionally it could be retroactive to a date that corresponds to the date when the Council began discussing these issues.

The ordinance must be passed by a 5 votes of the Council.

3. What is the indication of the CPI-All Items as used for the CSFRA Annual Rent Increases for this coming year, to be determined from February 2019-February 2020?

The CSFRA states that the AGA shall be equal to 100% CPI increase of the Consumer Price Index (all Urban Consumers) for a twelve month period ending as of March of each current year. Since March is not available, the RHC decided to base it on the February numbers. The CSFRA AGA for this coming year is based on 100% CPI for the period February 2019-February 2020. As a preliminary indication, based on the CPI numbers for the period February 2019-December 2019, the CPI is 1.98%. This number could go up or down until the annual CPI is decided after the numbers for February 2020 are published.

4. The concept of a MH park owner raising space rents for tenants to preclude tenants purchasing a mobile home, with the owner then stepping in to purchase at an artificially low value. Is this allowed under state law?

This is allowed under the Mobile Home Residency law. There are no limits on rent increases in the MRL. There are some limits on the Park Owners approval rights of a new purchaser, some of which are amendments that came into effect on January 1, 2020 but nothing in state law prohibits a park owner from imposing a significant rent increase upon sale of the mobile home.

5. Are we able to take into consideration the different characteristics of different MH parks in the City. Or must any ordinance be a one size fits all approach?

Differentiating between parks may raise issues of arbitrary legislation unless there are significant differences between mobile home parks that would justify different regulations. If there were significant differences between parks such as if one park was organized as a housing cooperative where the residents are also members of the corporation that owns the

park we could exclude those types of parks but we do not think that is the case with respect to any Mountain View Parks.

6. There is a general desire to get the first regulatory approach right the first time and not come back with amendments. I know this is a goal for all of us but perhaps we can find some way to make some reasonable assurances to Council here.

Mobile home space rent stabilization is in many ways simpler than rent stabilization for other types of housing and so it should be easier to have an initial draft of an ordinance that incorporates all of the Council's goals as long as the Council gives us adequate direction on the questions that are in the staff report. That being said, there is no ordinance that is going to satisfy both the Mobile Home Park owners and the Mobile Home Park tenants since the very purpose of the ordinance is to shift some of the power in the landlord tenant relationship from the landlord to the tenant.